

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7448661  
**Bid/RFP Title:** MACKAL FIELD HOUSE FLOORING REPLACEMENT, URI (144 PGS)  
**Opening Date & Time:** 6/16/2011 1:45 PM  
**RIVIP Vendor ID #:** 65019  
**Vendor Name:** Miller Flooring Company  
**Address:** 827 Lincoln Ave.  
Unit 15  
West Chester, PA 19380  
USA  
**Telephone:** (610) 656-5173  
**Fax:** (610) 626-3000  
**E-Mail:** williammiller@millerflooring.com  
**Contact Person:** Bill Miller  
**Title:** President  
**R.I. Foreign Corp #:**

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RIDOT Highway and Bridge Construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

**Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.**

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

Revised: 3/21/11

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 - CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
5. I/we certify that the above vendor information is correct and complete.
6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
11. **NEW REQUIREMENT\* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases". It is further understood that any bid or proposal in excess of One million Dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "Rules, Regulations and General Conditions of Purchases" §12.102.05 (Preparation of Proposal), as adopted on December 15, 2010 and January 11, 2011.

For further information, please see R.I Gen. Laws § 37-2-18 and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.**

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Date 06/14/2011

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

WILLIAM H. MILLER - PRESIDENT

Print Name and Title of company official signing offer

Revised: 3/21/11

## DOCUMENT 00410 - BID FORM

Date: 06/14/2011

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: Mackal Field House  
Flooring Replacement Project  
University of Rhode Island  
Kingston, RI

Submitted by: MILLER FLOORING COMPANY  
(include address,  
tel. & FAX nos.) 827 LINCOLN AVE.  
UNIT 15  
WEST CHESTER, PA 19380

## 1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Lamborghini/ Feibelman Ltd. , Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

ONE MILLION FIVE HUNDRED SEVENTY (\$ 1,575,000 .)  
(written, and FIVE THOUSAND DOLLARS numerically)

We have included the specified Contingency Allowance Allowance from Section 01200 in Division 1 of the Specifications, in the above Bid Sum.

Contingency Allowance: \$ 100,000.

We propose to modify the above Bid Sum by the following amounts as identified by a numbered Alternatives specified in Division 1 of the Specifications, and as may be selected by the Owner:

Alternative No. 1 add – Work at Fitness Area: \$ 128,500.00 .

Alternative No. 2 add Maintenance Machines: \$ 83,300.00 .

We propose the following Unit Prices (Add or Deduct) for authorized variations from the Contract Documents to specific portions of the Work as listed:

ITEMS DESCRIBED	UNIT DESCRIPTION	UNIT VALUE (Fill in)
Unit Price #1 - (Section 024119 Selective Structure Demolition) Removal of poured flooring	Pound of poured flooring	\$ <u>0.61</u>
Unit Price #2 - (Section 096566 Resilient Athletic Flooring) Leveling Fill	Square Yard of 1/8" thick leveling fill	\$ <u>9.60</u>

We have included, the required Bid security as required by the Invitation to Bid.

By offering this Bid, we attest that the prime contractor submitting this bid is an Athletic Flooring Installation Contractor approved by Mondo America Inc. to install Mondo athletic flooring products.

**2. ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from the Rhode Island State Division of Purchases.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**3. CONTRACT TIME**

If this Bid is accepted, we will respect the start and completion dates outlined below, assuming a Purchase Order issue no later than June 15, 2011.

Start onsite construction activities	August 5, 2011
Complete removals operations	August 26, 2011
Substantial Completion	September 23, 2011
Final Completion	September 30, 2011

4. LIQUIDATED DAMAGES - TIME IS OF THE ESSENCE

If we fail to achieve certification of Substantial Completion or Final Completion at the expiration of the agreed upon Contract Times indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, and/or Final Completion, as follows:

Substantial Completion:	\$500 per calendar day.
Final Completion – Close Out:	\$ 500 per calendar day.

5. ADDENDA

The following Addenda have been received, and inserted into the Project Manual where as indicated in Document 00010 – Table of Contents. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated MAY 17, 2011. Addendum No. 3  
dated June 3, 2011  
 Addendum No. 2, dated MAY 31, 2011. etc.

6. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 34885.

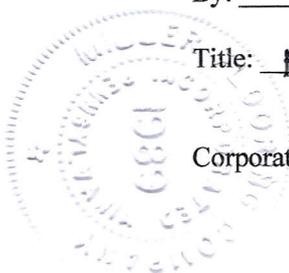
7. BID FORM SIGNATURE(S)

MILLER FLOORING COMPANY  
(Bidder's name)

By: [Signature]

Title: PRESIDENT

Corporate Seal:



END OF DOCUMENT

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

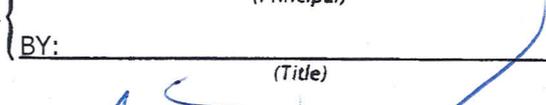
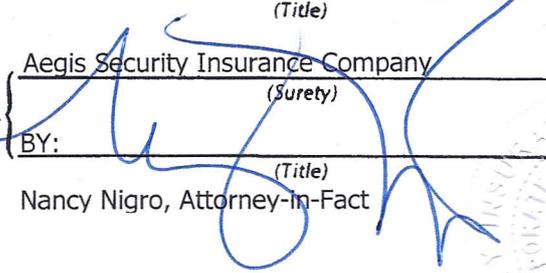
KNOW ALL MEN BY THESE PRESENTS, that we Miller Flooring Co., Inc.  
(Here insert full name and address or legal title of Contractor)  
827 Lincoln Avenue, Suite 15, West Chester, PA 19380  
as Principal, hereinafter called the Principal, and Aegis Security Insurance Company  
(Here insert full name and address or legal title of Surety)  
2407 Park Drive, P.O. Box 3153, Harrisburg, PA 17110  
a corporation duly organized under the laws of the State of PENNSYLVANIA  
as Surety, hereinafter called the Surety, are held and firmly bound unto State of Rhode Island  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount of Bid  
Dollars (\$ -----5%----- ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for Mackal Field House Flooring Replacement at the University of Rhode Island, Kingston, RI  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 16th day of June 2011

ATTEST ~~XXXXXX~~  
  
(Witness)  
Miller Flooring Co., Inc.  
(Principal) (Seal)  
BY:   
(Title)  
Aegis Security Insurance Company  
(Surety) (Seal)  
BY:   
(Title)  
Nancy Nigro, Attorney-in-Fact



DOCUMENT 00450 - BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of Rhode Island Board of Governor's for Higher Education

ADDRESS: 80 Washington Street, Providence, RI 02903

SUBMITTED BY: WILLIAM H. MILLER

NAME: MILLER FLOORING CO.  Corporation

ADDRESS: 827 LINCOLN AVE.  Partnership

UNIT 15  Individual

WEST CHESTER, PA 19380

PRINCIPAL OFFICE:  Joint Venture

SAME AS ABOVE  Other

NAME OF PROJECT: MACKAL FIELD HOUSE FLOORING REPLACEMENT

TYPE OF WORK (file separate form for each classification of work)

General Construction  HVAC

Plumbing  Electrical

Other (please specify) ATHLETIC FLOORING SUPPLY & INSTALLATION

1. ORGANIZATION

1.1 How many years has your organization been in business as an Athletic Flooring Contractor? 22 YRS.

1.2 How many years has your organization been in business under its present name? 22 YRS

1.2.1 Under what other or former names has your organization operated? NONE

1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation: APRIL 6, 1989
- 1.3.2 State of incorporation: PENNSYLVANIA
- 1.3.3 President's name: WILLIAM H. MILLER
- 1.3.4 Vice-president's name(s): RICHARD A. MILLER

- 1.3.5 Secretary's name: WILLIAM H. MILLER
- 1.3.6 Treasurer's name: WILLIAM H. MILLER

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization: NA
- 1.4.2 Type of partnership(if applicable): NA
- 1.4.3 Name(s) of general partners: NA

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization: NA
- 1.5.2 Name of owner: NA

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

NA

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable: CONTRACTOR'S LICENSES IN DE-1993102886; MD-12449065; NJ-605507; PA-001291
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed. RI-34885 SAME AS ABOVE

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.  
FLOORING INSTALLATION.

3.2 Claims and suits. (If the answer to any of the questions below is YES, please attach details)

NONE

3.2.1 Has your organization ever failed to complete any work awarded to it?  
NO

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? **NO**

3.3 Within the last 5 years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details). **NO**

3.4 On a separate sheet, list major Athletic Flooring construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

**PLEASE REFER TO EXHIBIT 1.**

3.4.1 State total worth of work in progress and under contract.

**\$1,500,000**

3.5 On a separate sheet, list the major athletic flooring projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

**PLEASE REFER TO EXHIBIT 2**

3.5.1 State average annual amount of construction work performed during the past 5 years.

**\$150,000**

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. **PLEASE REFER TO EXHIBIT 3**

4. REFERENCES

4.1 Trade References:

**MONDO AMERICA - 2655 FRANCIS HUGHES  
LAVAL, QUEBEC  
CANADA, H7L 3S8**

4.2 Bank References:

**WELLS FARGO - 2240 BUTLER DIKE  
PLYMOUTH MTG, PA 19462**

4.3 Surety:

4.3.1 Name of bonding company: **ARGIS SECURITY INSURANCE CO.**

4.3.2 Name and address of agent: **ATLANTIC UNDERWRITING GROUP, LLC  
992 OLD EAGLE SCHOOL RD. STE 915  
WAYNE, PA 19087**

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

PLEASE REFER TO EXHIBIT 4

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net fixed assets;

Other assets;

Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

TOUHEY AND COMPANY  
5100 STATE RD.  
DREXEL HILL, PA 19026

5.1.3 Is the attached financial statement for the identical organization named on Page 1?

YES

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

NA

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? YES

6. SIGNATURE

6.1 Dated at this 14 day of JUNE, 2011

Name of Organization:

By: 

Title: PRESIDENT

6.2

MR. WILLIAM H. MILLER  
MR. being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 14 day of JUNE, 2011

Notary Public: *W H Miller Sr*

My Commission Expires: 7/9/2012

END OF DOCUMENT

**William H. Miller Sr  
Notary ID # 1208131  
Expires 7/9/2012  
Commonwealth of Pennsylvania**

**EXHIBIT 1****Miller Flooring Company  
List of Work in Progress  
as of  
June 14, 2011**

<b>Project</b>	<b>Owner</b>	<b>General Contractor</b>	<b>Contract Amount</b>	<b>Percent Complete</b>	<b>Date of Completion</b>
Haverford Middle School	Haverford Township School District	Boro Construction	\$ 114,142.00	62%	31-Dec-11
Weight Room at White Bldg.	Pennsylvania State University	None	\$ 124,800.00	90%	30-Jun-11
East Area Locker Room	Pennsylvania State University	None	\$ 87,315.00	90%	30-Jun-11
Greenberg Ice Pavillion	Pennsylvania State University	None	\$ 90,000.00	95%	30-Jun-11
Bensalem High School Gym Addition	Bensalem Township School District	Wohlsen Construction	\$ 304,250.00	70%	31-Aug-11

## EXHIBIT 2

**Miller Flooring Company**  
**List of Completed Major Resilient Flooring Projects**

Amount of of Contract	Project	Owner	Date of Completion	Percent Done by Own Men
\$ 676,795.00	Field House	Haverford College	12/30/2008	95%
\$ 514,575.00	Weckesser Annex	Wilkes University	3/31/2006	95%
\$ 362,669.00	Fielded House	York College	6/30/2006	95%
\$ 276,430.76	Sports & Learning Complex	Prince George's County, MD	11/30/2008	95%
\$ 178,774.00	Wesley Brown Field House	US Naval Academy	6/30/2008	95%
\$ 635,440.00	Outdoor Track	Susquehanna University	11/30/2010	65%
\$ 343,185.00	Indoor Track	Hagerstown Community College	8/30/2010	95%

# EXHIBIT 3

## Construction Experience

<b>William H. Miller</b>	<b>President</b>	<b>25</b>
<b>Alan J. Blagg</b>	<b>Superintendent</b>	<b>28</b>
<b>Brian J. Stokes</b>	<b>Estimator</b>	<b>18</b>
<b>Eric O'Connor</b>	<b>Supervisor</b>	<b>16</b>
<b>Stephen Brown</b>	<b>Manager/Sales</b>	<b>18</b>

EXHIBIT 4

**MILLER FLOORING COMPANY, INC.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2010 AND 2009**

MILLER FLOORING COMPANY, INC.

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
BALANCE SHEETS DECEMBER 31, 2010 AND 2009	2
INCOME STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2010 AND 2009	3 - 4
STATEMENTS OF RETAINED EARNINGS FOR THE YEARS ENDED DECEMBER 31, 2010 AND 2009	5
STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2010 AND 2009	6
NOTES TO THE FINANCIAL STATEMENTS -	7 - 10



**Touey & Company, LLC**

*Certified Public Accountants and Consultants*

**Independent Accountant's Review Report**

Accounting & Auditing  
Tax Planning & Preparation  
Financial Planning  
Management Consulting  
Payroll Services

*Member AICPA, FICPA*

To the Officers and Directors of Miller Flooring Company, Inc.:

We have reviewed the accompanying balance sheets of Miller Flooring Company, Inc. as of December 31, 2010 and 2009, and the related statements of income, retained earnings, and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

As disclosed in Note 2 to the financial statements, accounting principles generally accepted in the United States of America require that fixed assets be depreciated over their estimated useful lives. The Company has computed depreciation on fixed assets in accordance with the Modified Accelerated Cost Recovery System required for tax purposes. The effects of this departure from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined.

Touey and Company

March 29, 2011

**MILLER FLOORING COMPANY, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2010 AND 2009**

**ASSETS**

**CURRENT ASSETS**

	<u>2010</u>	<u>2009</u>
Cash and cash equivalents	\$ 341,055	\$ 181,636
Accounts Receivable	1,338,815	2,828,240
Inventory	25,941	25,459
Due from Affiliate	307,102	303,316
Prepaid insurance	16,827	20,253
Prepaid expenses	0	8,429
Costs in Excess of Billings	41,674	71,695
Total Current Assets	<u>2,071,414</u>	<u>3,439,028</u>

**PROPERTY, PLANT, AND EQUIPMENT**

Trucks	525,371	618,016
Office and warehouse equipment	97,972	132,385
Computer equipment	6,952	6,897
Total	<u>630,295</u>	<u>757,298</u>
Less: Accumulated Depreciation	<u>(188,956)</u>	<u>(386,987)</u>
Total Property, Plant and Equipment	441,339	370,311

TOTAL ASSETS	\$ <u>2,512,753</u>	\$ <u>3,809,339</u>
--------------	---------------------	---------------------

**LIABILITIES AND STOCKHOLDER'S EQUITY**

**CURRENT LIABILITIES**

Cash Overdraft	\$ 0	\$ 358,407
Note payable-current	24,556	23,672
Wachovia Bank credit line	0	133,000
Accounts payable	150,453	610,734
Payroll tax payable	7,393	13,899
Sales tax payable	0	1,355
Accrued payroll expense	67,497	66,575
Billings in Excess of Costs	453	17,760
Total Current Liabilities	<u>250,352</u>	<u>1,225,402</u>

**LONG-TERM LIABILITIES**

Notes payable- long term portion	30,635	11,637
Total Long-term Liabilities	<u>30,635</u>	<u>11,637</u>

TOTAL LIABILITIES	280,987	1,237,039
-------------------	---------	-----------

**STOCKHOLDER'S EQUITY**

Common stock- authorized 1,000 shares, \$1 Par value, 100 shares	100	100
Retained Earnings	2,231,666	2,572,200
Total Stockholder's Equity	<u>2,231,766</u>	<u>2,572,300</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ <u>2,512,753</u>	\$ <u>3,809,339</u>
--	---------------------	---------------------

**MILLER FLOORING COMPANY, INC.**  
**INCOME STATEMENTS**  
**FOR THE YEARS ENDING DECEMBER 31, 2010 AND 2009**

	<u>2010</u>	<u>2009</u>
REVENUE:	\$ 8,540,371	\$ 9,582,238
COST OF GOODS SOLD:		
Subcontractors	720,462	820,020
Purchases-Materials	4,046,159	4,333,162
Construction-Wages	1,362,156	1,461,293
Equipment expenses	27,237	62,813
Licenses and permits	<u>2,637</u>	<u>1,163</u>
Total Cost of Goods Sold	6,158,651	6,678,451
Gross Profit:	2,381,720	2,903,787
SELLING EXPENSES:		
Advertising & Promotion	129,299	93,302
Displays and samples	12,850	9,708
Telephone	65,931	56,739
Postage and shipping	8,348	9,409
Sales salaries and commissions	457,397	406,384
Trade shows	3,700	3,540
Travel and Entertainment	<u>61,315</u>	<u>36,998</u>
Total Selling Expenses	<u>738,840</u>	<u>616,080</u>
OPERATING INCOME CARRIED FORWARD	1,642,880	2,287,707

See accompanying notes and independent accountant's review report.

**MILLER FLOORING COMPANY, INC.**  
**INCOME STATEMENTS**  
**FOR THE YEARS ENDING DECEMBER 31, 2010 AND 2009**

	<u>2010</u>	<u>2009</u>
OPERATING INCOME CARRIED FORWARD	1,642,880	2,287,707
GENERAL AND ADMINISTRATIVE EXPENSES:		
Officer's compensation	506,290	572,290
Payroll	133,281	138,485
Payroll taxes	177,922	159,158
Employee benefits	160,806	217,954
Rent	159,713	159,888
Co-op fees	40,246	32,258
Utilities	32,596	33,183
Truck expense	247,035	215,904
Depreciation and amortization	11,245	17,434
Insurance	118,350	170,222
Legal and accounting	81,459	41,453
Repairs and maintenance	66,936	24,179
Office supplies	49,066	54,945
Professional dues and subscriptions	15,745	10,111
Taxes-other	11,876	2,730
Bank charges	1,109	518
Merchant credit card fees	14,909	11,196
Printing and reproduction	8,722	9,418
Performance bond	2,387	1,059
Bad debt	127,583	0
Total General and Administrative	<u>1,967,276</u>	<u>1,872,385</u>
INCOME (LOSS) FROM OPERATIONS	(324,396)	415,322
OTHER INCOME AND EXPENSES:		
Interest income	69	382
Interest expense	<u>(13,812)</u>	<u>(12,672)</u>
Total other income and expenses	(13,743)	(12,290)
NET INCOME (LOSS)	<u>\$ (338,139)</u>	<u>\$ 403,032</u>

See accompanying notes and independent accountant's review report.

**MILLER FLOORING COMPANY, INC.**  
**STATEMENTS OF RETAINED EARNINGS**  
**FOR THE YEARS ENDING DECEMBER 31, 2010 AND 2009**

	<u>2010</u>	<u>2009</u>
RETAINED EARNINGS - BEGINNING OF YEAR	\$ 2,572,200	\$ 2,170,608
DISTRIBUTIONS	2,395	1,440
NET INCOME (LOSS)	<u>(338,139)</u>	<u>403,032</u>
RETAINED EARNINGS - END OF YEAR	\$ <u>2,231,666</u>	\$ <u>2,572,200</u>

See accompanying notes and independent accountant's review report.

**MILLER FLOORING COMPANY, INC.**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDING DECEMBER 31, 2010 AND 2009**

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2010</u>	<u>2009</u>
Net Income (loss)	\$ (338,139)	\$ 403,032
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation and amortization	11,245	17,434
(Increase) Decrease in:		
Accounts Receivable	1,489,425	(256,776)
Accounts Receivable-other	0	4,626
Inventory	(482)	(25,459)
Due from Affiliate	(3,786)	0
Prepaid Insurance	3,426	(2,677)
Prepaid expenses	8,429	(8,429)
Costs in Excess of Billings	30,021	(26,772)
Increase (Decrease) in:		
Cash Overdraft	(358,407)	358,407
Accounts Payable	(460,281)	52,953
Loan from Shareholder	0	(10,500)
Payroll Tax Payable	(6,506)	3,528
Sales tax payable	(1,355)	(2,576)
Accrued Payroll	922	19,558
Billings in Excess of Costs	<u>(17,307)</u>	<u>17,760</u>
Cash provided (used) by Operating Activities	357,205	544,109
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of Property, Plant and Equipment	<u>(82,272)</u>	<u>(8,486)</u>
Cash used by investing activities	(82,272)	(8,486)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from note payable	52,518	0
Principal payments on notes payable-auto	(32,637)	(33,213)
Borrowings on the credit line.net	(133,000)	(365,000)
Distributions	<u>(2,395)</u>	<u>(1,440)</u>
Cash provided (used) by financing activities	(115,514)	(399,653)
NET INCREASE (DECREASE) IN CASH	159,419	135,970
CASH AND CASH EQUIVALENTS-BEGINNING OF YEAR	<u>181,636</u>	<u>45,666</u>
CASH AND CASH EQUIVALENTS-END OF YEAR	\$ <u>341,055</u>	\$ <u>181,636</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
Interest Paid	\$ 13,812	\$ 12,672
Income Taxes Paid	\$ 0	\$ 0

See accompanying notes and independent accountant's review report.

**MILLER FLOORING, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**DECEMBER 31, 2010**

**1. ORGANIZATION**

The Company installs and refurbishes athletic floors. The Company provides services to customers throughout the Mid-Atlantic region.

**2. SIGNIFICANT ACCOUNTING POLICIES**

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all short term debt securities purchased with a maturity of three months or less to be cash equivalents.

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay Federal or State Corporate income taxes on its taxable income. The stockholders are liable for Federal and State income taxes on their respective shares of the Company's taxable income.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising

The Company's advertising is fully expensed. The total expense as of December 31, 2010 and 2009 is \$119,307 and \$93,302, respectively.

Accounts Receivable

Accounts receivable are stated at face value. The company uses the direct write off method to recognize uncollectible accounts, charging off the accounts receivable to expense as they become uncollectible.

Inventory

The company's inventory is valued at the lower of cost (first-in, first-out method) or market.

See independent accountant's review report

**MILLER FLOORING COMPANY, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**DECEMBER 31, 2010**

**2. SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

Depreciation

Depreciation of the assets is calculated by the Modified accelerated cost recovery system method for assets placed in service after December 31, 1986. Estimated useful lives of assets are as follows:

<u>Asset Category</u>	<u>Estimated Useful Life</u>
Furniture and fixture	7 years
Equipment	7 years
Computer Equipment	5 years

Depreciation expense as of December 31, 2010 and 2009 is \$11,245 and \$17,434 respectively.

Property and Equipment

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

**3. LINE OF CREDIT**

The company has an operating line of credit from Wachovia Bank in the amount of \$500,000 as of December 31, 2010 and 2009 the outstanding balance was \$0 and \$133,000 respectively. The line is due and payable on demand. Interest is payable monthly, on the outstanding balance, at the rate on one and one-half percent above the bank's prime rate. The line of credit is collateralized by the business assets.

**4. LEASING ARRANGEMENTS**

The company moved its office to West Chester, Pa in April 2007. The building is being leased from LIP B15, LP, a related party, for a 15,600 square foot space starting April 1, 2007 through August 31, 2027. The monthly payment is \$10,075 plus all Real Estate taxes, utility expenses, and casualty insurances paid on the building and its appurtenances. Rent expense for 2010 and 2009 was \$159,713 and \$159,888, respectively.

See independent accountant's review report

**MILLER FLOORING COMPANY, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**DECEMBER 31, 2010**

**4. LEASING ARRANGEMENTS, CONTINUED**

Minimum future rental payments under operating leases having remaining terms in of one year as of December 31, 2010 for each of next five years and in aggregate are:

<u>Year ending December 31,</u>	<u>Amount</u>
2010	120,900
2011	120,900
2012	120,900
2013	120,900
Thereafter	<u>1,652,300</u>
	<u>2,135,900</u>

**2010**

**5. LONG-TERM DEBT**

A. Note Payable to Ally Bank due in monthly installments of \$1,094.13 at 0% through May, 2014	43,765
B. Note Payable to Wachovia Bank due in monthly installments of \$619.78 at 5.77% through May, 2011	3,043
C. Note Payable to Ford Credit due in monthly installments of \$777.34 at 3.98% through November, 2011.	<u>8,383</u>
	55,191
Less current portion	<u>(24,556)</u>
Long-term portion	<u>\$ 30,635</u>

See independent accountant's review report

**MILLER FLOORING COMPANY, INC.  
NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2010**

**6. PENSION PLAN**

The Company maintains a pension plan covering substantially all of its employees. There was no company contribution made during 2010.

**7. RELATED PARTY TRANSACTIONS**

The Company loaned LIP B15 LLC, an affiliated company, \$303,316 for a construction project in 2007. Miller Flooring Company, Inc and LIP B15 LLC are 100% owned by William Miller. Due from affiliated companies is \$307,102 and \$303,316 at December 31, 2010 and 2009, respectively.

**8. SUBSEQUENT EVENTS**

The Company has evaluated all events subsequent to the financial statement date of December 31, 2010 through March 29, 2011, which is the date these financial statements were available to be issued, and has determined that there are no subsequent events that require recognition or disclosure under Statement of Financial Accounting Standards (SFAS) No. 165, Subsequent Events.

See independent accountant's review report