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JOHN ABBOTT 304-558-2544

Teays River Construction Co P 0 Box 429 Institute, WV 25112-0429

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130





Request for Quotation DEFK 805

DEFK8058

ADDRESS:CORRE	SPONDENCE TO ATTENTION OF
JOHN ABBOTT	
304-558-2544	

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Teays River Construction Co P 0 Box 429 Institute, WV 25112-0429

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Request for Quotation DEFK8058

JOHN ABBOTT 304-558-2544

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

Teays River Construction Co P 0 Box 429 Institute, WV 25112-0429

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Request for Quotation

DEFK8058

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JOHN ABBOTT
304-558-2544

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Teays River Construction Co P O Box 429 Institute, WV 25112-0429

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for
Quotation
DEFK805

DEFK805

ADDRESS CORRECT
JOHN ABBOTT

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304-558-2544

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

Teays River Construction Co P O Box 429 Institute, WV 25112-0429

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Request for Quotation

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JOHN ABBOTT 304-558-2544

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Request for Quotation DEFKBOR

DEFK8058

JOHN ABBOTT 304-558-2544

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

Teays River Construction Co P O Box 429 Institute, WV 25112-0429

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P 0 Box 429

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

JOHN ABBOTT 304-558-2544

Teays River Construction Co Institute, WV 25112-0429

A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT	08/27/	2007	·····	IMS OF SA	ee	SHIP VIA		F	38:	FREIGHTTERMS	
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Request for Quotation DEFK805

DEFK8058

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JOHN ABBOTT 304-558-2544

Teays River Construction Co P O Box 429 Institute, WV 25112-0429

08/27/ BID OPENING DATE:										
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BID BOND

of P. O. Box 429 , Institute, WV 25112 , as Principal, and Ohio Farmers Insurance Company of One Park Circle , Westfield Center, OH 44251 , a corporation organized and existing under the laws of the State of Ohio with its principal office in the City of Westfield Center , as Surety, are held and firmly bound unto the Stat of West Virginia, as Obligee, in the penal sum of Five percent of bid (\$ 5%) for the payment of whiell and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for installation of a 100° X 100° concrete pad at the CHP facility, Red House, West Virginia NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached serion and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the preement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in free and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever ceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in any impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby aive notice of any such extension of the time within which the Obligee may accept such bid, and said Surety does hereby aive notice of any such extension of the time within which the obligee may accept such bid, and said Surety does hereby aive	Ohio West Virg				J, Teays River Construction Company
Ohio with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five percent of bid (\$ 5%) for the payment of white land truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for installation of a 100' X 100' concrete pad at the CHP facility, Red House, West Virginia NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in free and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever crede the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in near impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby aiv impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby aive notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporation are caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this	Ohio West Vir	-4 (P. O. Box 429	······································	
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(Must be President or	ncipal Co			•	(Must be President or
Vice President)	ncipal Co				
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IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/20/04, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4752401 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

Á. L. STANCHINA, C. DAVID THÓMAS, RICHARD L. HIGGINBOTHAM, JANET CANTERBURY, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE. MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surrety Operations Executive or other Executive shall be be the president of the senior executive of the senior executive of the senior executive of the senior executive or other executive shall be president.

be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and scaled and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 20th day of SEPTEMBER A.D., 2004 .

Corporate Seals State of Ohio

County of Medina

CONVE W Salation Hammer

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

On this 20th day of SEPTEMBER A.D., 2004, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Sea! Affixed

State of Ohio County of Medina

SS.



William J. Kahelin, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2007 .



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Frank A. Carrino, Secretary

BPOAC1 (combined) (06-02)