



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

State of West Virginia
Request for Quotation

Proc Folder: 84922

Doc Description: CONSTRUCTION-CRFQ-ROBERT SHELL JUVENILE CTR- SECURITY FENCE

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-14	2015-05-20 13:30:00	CRFQ 0621 DJS1500000010	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Bare's Fence Company LLC

1484 Utah Rd.

Ravenswood, WV 26664

304-273-9830 / 532-5985

05/20/15 11:35:15
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper

(304) 558-0468

laura.e.hooper@wv.gov

Signature X

Laura E. Hooper

FEIN #

45-3593410

DATE

5-19-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO:		SHIP TO:	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		AUTHORIZED RECEIVER ROBERT L SHELL JUVENILE CENTER 2 O HANLON PL	
CHARLESTON	WV25301	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PROVIDE AND INSTALL SECURITY FENCE				

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description :

COST INCLUDING ALL LABOR, MATERIALS AND HARDWARE FOR THE REMOVAL OF EXISTING FENCE AND THE INSTALLATION OF A NEW SECURITY FENCE AT THE ROBERT SHELL JUVENILE CENTER AS PER THE ATTACHED SPECIFICATIONS. APPROXIMATELY 450FT.

\$ 39,365.⁰⁰ which includes all Labor, materials, and hardware for the removal of existing fence and installation of a new security fence at the Robert Shell juvenile center.

Thirty nine thousand three hundred sixty five dollars and zero cents.

James F. Bare
Owner

5-19-15

304-273-9830

Contractors License - WV 026088

DJS1500000010	Document Phase Final	Document Description CONSTRUCTION-CRFQ-ROBERT SHELL JUVENILE CTR- SECURITY FENCE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

ROBERT SHELL JUVENILE CENTER
2 O'HANLON PLACE
BARBOURSVILLE, WV 25504

April 30, 2015 @ 1:00pm

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 05/07/2015 5:00PM

Submit Questions to: Laura Hooper, Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Laura.E.Hooper@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is;

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 05/20/2015 1:30PM
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- ☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within sixty (60) days.

- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100%. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$250,000
_____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐ WV Contractor's License

☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$100.00 Per Day

for failure to complete on time as specified.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Bare's Fence Company LLC

Contractor's License No. WV026088

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bare's Fence Company LLC
(Company)

James F. Bare Owner
(Authorized Signature) (Representative Name, Title)

304-273-9830 5-19-15
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
SECURITY FENCE for ROBERT SHELL JUVENILE CENTER

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services for a vendor to install security fence and gates at the Robert Shell Juvenile Center located at 2 O'Hanlon Place, Barboursville, WV 25504

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means all labor, materials and hardware necessary to remove and install security fence.
 - 2.2 "Pricing Page" means the commodity line pages upon which Vendor should list its proposed price for the Contract Items in the manner requested.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Furnish all materials, tools, equipment & labor to remove current fence and install new security fence and gates. Approximately 450ft. Exact area to be determined at pre-bid.
 - 3.1.2 Fence must be twelve (12') ft. high. There will be three (3) walk through gates and one (1) drive through gate. Gates are to be 12' high, PUSH GATES with pioneer latch and drop rod.

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- 3.1.3** Posts and rails to be schedule 40 and wire is to be vinyl nine (9) gauge core six gauge finish. Vinyl fencing must be fused and bonded. New posts can be laid 1 foot inside existing posts.
- 3.1.4** Post Footers- All line posts are to be 12" round, 36" deep. Terminal posts 18" X 36"
- 3.1.5** Existing fence to be removed and new fence must be installed in sections as to maintain security integrity.
- 3.1.6** The contractor will remove existing fence in a manner as to cause as little of damage as possible. The salvage fence materials will be rolled and stacked in an accessible area for hauling off of site. The salvageable fencing will be used by the Division.
- 3.1.7** All work is to be performed in compliance with applicable Federal and state codes, local and municipal ordinances, International Building Code, International Mechanical Code, Life Safety Code, NEC, ANSI, OSHA, UL, ASME and all other related standards and protocols.
- 3.1.8** The Contractor and its employees will adhere to DJS policy 311.00, 143.00 and PREA pamphlet.(See attached). .
- 3.1.9 COORDINATION, DELIVERY, STORAGE AND HANDLING**
- Deliver material to the site in an undamaged condition. Carefully store material off the ground to provide proper protection against oxidation.
- When handling material, care shall be taken not to damage framing or fabric in any way. Damaged material including, but not limited to, deformed fabric shall be rejected and removed from the site.
- 3.1.10** Vendor will be responsible for all permits, licenses and fees associated with this project.

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3.1.11 Work areas will be limited to those spaces required for access to the building. Agency facility shall remain open and in use during the contract work. Contractor shall work with the facility personnel to coordinate the temporary access to work areas. Contractor shall minimize disruption to building work areas.

3.1.12 All vendors will adhere to WV Division of Juvenile Services' Policy 311.00 and 309.00 "See attached."

3.1.13 Warranty: A minimum of one (1) year warranty on labor and materials shall be required.

PART 4- PRODUCTS

4.1 General

4.1.1 Manufacturers: All materials should be compliant with or equal to products of one of the following.

1. Galvanized Steel Framing and Fabric

- a. American Security Fence Corp, Seymour, CT
- b. Anchor Fence, Inc. Baltimore, MD
- c. Southeastern Wire, Tampa, FL
- d. Allied Tube and Conduit Fence Division, Harvey, IL

4.1.2 FENCING FABRIC

- A. Steel Fabric: No. 9 ga. (0.148" \pm 0.005") steel wires, 2" mesh, with top selva knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. The bottom of sliding gate fabric shall be knuckled, the top twisted and barbed. Swing gate fabric shall be knuckled. The intermediate horizontal joining of fabric for the 12-foot fence shall be knuckled. Completed fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds breaking strength.

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SECURITY FENCE for ROBERT SHELL JUVENILE CENTER

4.1.3 FRAMING ACCESSORIES

A. Steel Framework, General: Shall conform to Federal Specification RR-F-191, fence, posts, gates and accessories, except as herein modified. All posts, rails and braces shall conform to FS RR-F-191/3C, Class 1, Grade A or Grade B and the requirements specified herein. Steel pipe, Grade A, heavy wall, round, shall be produced to conform to ASTM A53 standard weight (Schedule 40), except the hydrostatic testing requirement is waived, and shall have a minimum of 2 ounces of zinc coating per square foot. Steel pipe, Grade B, light wall, round, shall be manufactured by Cold-Rolling High Frequency Welding. The steel shall conform to ASTM A446 Grade D. The exterior surface shall be given a hot-dipped zinc coating of 1.0 ± 0.15 ounce per square foot followed by a chromate conversion coating and 0.5 ± 0.2 mil of clear acrylic. The interior surface shall have hot-dipped zinc coating of 1.0 ± 0.10 ounces per square foot followed by a chromate conversion coating. The product of the yield strength and the section modulus shall not be less than that of pipe conforming to ASTM A53. Standard post lengths or setting in ground or in concrete shall be as required for conditions shown.

1. Framework Performance Test: Pipe and tubing shall meet the following performance criteria when subjected to salt spray testing in accordance with ASTM B117:

- a. Exterior: 1,000 hours with maximum 5 percent red rust.
- b. Interior: 650 hours with maximum 5 percent red rust.

2. All accessories shall be hot-dip galvanized in accordance with ASTM A153.

B. End, Corner and Pull Posts: Minimum sizes and weighs as follows:

Up to 6' fabric height, 2.875" OD steel pipe, 4.64 lbs. per lin.
3.5"x3.5" roll-formed sections, 4.85 lbs. per lin. ft., pipe 2-

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8750.0, 5.79 lbs. per lin. ft. (Schedule 40).

1. Over 6' fabric height, 4" OD 9.11 lbs. per lin. ft (Schedule 40) or Grade B steel tubing, 4" O.D., 6.56 lbs. per lin. ft.

C. Line Posts: Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.

1. Up to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. (Schedule 40) or 2.25"x1.875" H-sections, 2.64 lbs. per lin. ft or Grade B steel tubing, 2.375 O.D., 3-11 lbs. per lin. ft.
2. Over 8' fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft. (Schedule 40) or 2.25"x1.875" H-sections, 3.26 lbs. per lin. ft. or Grade B steel tubing 2.87 O.D., 4 - 64lbs. per lin. ft.

D. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1. Leaf Width	Gate Post	Lbs./lin. Ft.
Up to 12'	4.000" OD pipe	9.11
Over 12' to 18'	6.625" OD pipe	18.97
Over 18'	8.625 OD pipe	28.55

E. Rail (Top, Intermediate and Bottom): Provide manufacturer's longest lengths with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate, corner, pull and end post.

1. 1.66" OD pipe, 2.27 lbs. per ft. or 1.625"x1.25" roll-formed sections, 1.35 lbs per ft. or Grade B steel tubing: 1.660 O.D., 1.82 lbs. per lin. ft.
2. Rails for the intermediate and bottom locations shall be connected to the line and terminal post using boulevard bands. Attachment bolts for bands shall be 5/16 inches x 1-1/2 inch carriage bolts with nuts. Each bolt shall be preened after being installed.

F. Post Tops: Post tops shall be pressed steel, or malleable iron, designed as a weather tight closure cap for posts. Provide one cap with loop to receive tension wire or top rail for each post; unless equal protection is afforded by combination top cap and barbed wire supporting arm where barbed wire or barbed tape is required.

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- G. Tension Wire: Tension wire shall be seven gauge, Class III, hard-tempered carbon steel hot dip galvanized (ASTM A824). Hog rings for attaching the wire to the fabric shall be installed at intervals not exceeding 24 inches.
- H. Wire Ties: Nine gauge steel to match fabric core material.
- I. Post Brace Assembly: Manufacturer's standard galvanized adjustable turnbuckle at end and gate posts and at both sides of corner and pull posts with horizontal brace located at mid-height of fabric. Use same materials as top rail for brace, and truss to line posts with 0.3/5" diameter rod and galvanized adjustable turnbuckle.
- J. Stretcher Bars: One-piece lengths equal to full height of fabric with minimum cross-section of 3/16" X 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- K. Stretcher Bar Bands: Bar bands shall be heavy-pressed steel, 3/4" x 1/10" nominal to secure tension bars to tubular end, corner, pull, gate posts and embedded angles. Space bar bands not more than 15 inches on center.
- L. Post Braces: Post braces shall be of the same material as the rails and shall extend from the terminal, corner or pull post to the first adjacent line post. Braces shall be securely fastened to the posts by heavy-pressed steel and malleable fittings, and then securely trussed from line post to base of terminal post with 3/8" truss rod equipped with an adjustable galvanized turnbuckle.
- M. Fittings: Malleable steel, cast iron or pressed steel, Fittings to include extension arms for barbed wire, stretcher bars and clamps, clips, tension rod, brace rod, hardware, fabric bands and fastenings, and all accessories.
- N. Concrete: Provide concrete consisting of Portland cement, ASTM C150, aggregates ASTM C33, and clean water. Mix materials to obtain concrete with minimum 28-day compressive strength of 2500 psi using at least four sacks of cement per cu. yd., 1" minimum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

4.1.4 GATES

- A. Gate Types: Gates shall be PUSH GATES complete with latches, stops, keeper and hinges.

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B. Gate Sizes:

1. Swing Gate Frames Height up to 12'-0" high.
 - a. Pipe; 1.660" OD; 2.27 lb. per lin. ft. Schedule 40.
 - b. Grade B Steel Tubing; 1.660" OD, 1.84 lb. per lin. ft.
2. Swing Gate Frames Height 6'-0" to 12'-0" or leaf width exceeding 8'-0":
 - a. Pipe; 1.90" OD, 2.72 lb. per lin. ft., Schedule 40.

C. Gate Frames: Assemble gate frames by welding or with special steel fitting and rivets for rigid connections. Install mid-height horizontal rails on all gates. When width of gate leaf exceeds 10 feet, install mid-distance vertical tubing of the same size and weight as frame member. Provide truss rods as cross bracing to prevent sag or twist. All welding connections shall be painted with three coats of zinc rich paint.

D. Gate Fabric: Fabric shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 12 inches. Secure fabric to frame with tension bars, tension bands and 9-gauge steel wire.

E. Gate Accessories: Gate accessories shall be hot-dip galvanized with zinc coating of no less than 2 ounces of zinc per square foot. Gate latches, stops, and keepers shall be provided as appropriate for all gates. Latches shall have a plunger-bar or center drop rod of full gate height arranged to engage the center stop, except that for single leaf gates, gate latch shall be a forked gravity drop bar with positive locking features. Latches shall be arranged for locking with specified locking hardware. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger-bar of the latch of double gates. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position. Gates and post shall be modified as required to receive hardware including locking and operating mechanisms as herein specified.

F. Gate Hinges: Hinges shall be security type of adequate heavy duty strength for gate and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.

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1. Hinges: Shall be a non-lift-off type, offset to permit 180° swing, and of suitable size and weight to support gate. Provide 1-1/2" pair of hinges for each leaf over 6 feet high.
- G. Gate Modifications: Key access ports shall be installed where required for hardware access.
- H. Double Leaf Gates: Size and configuration shall be as indicated. Provide gate stops for all double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves where padlocks are called for.
- J. Gate Hardware: Provide for hardware for each gate.

5. - EXECUTION

5.1 INSTALLATION

- A. Installation of fencing shall meet the requirements of ASTM F567. Erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction. Erect in accordance with these Specifications and manufacturer's recommendations as approved in the shop drawings.
- B. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- C. Excavation: Drill or hand-excavate grade beams and holes for posts to dimensions and spacing indicated. Excavation is to be in firm, undisturbed or compacted soil. Use post-hole digger for posts.
 1. If not indicated on drawings, excavate holes for each post to minimum diameters as recommended by fence manufacturer, but not less than four times the largest cross-section of the post.
 2. Unless otherwise indicated, excavate hole-depths approximately 3" lower than post bottom, with bottom of posts set not less than 36" below finish grade surface.
 3. Setting posts in rock: Drill holes into solid rock 1" wider than pipe

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diameter, 18" deep for end, pull, corner and gate posts; 12" deep for line posts. Set posts. Set posts into holes and fill annular space with non-shrink grout.

- D. Setting Posts: Center and align posts in holes 3" above bottom of excavation.
1. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, extend concrete footings 2" above grade and trowel to a crown to shed water.
 - b. The top surface of the grade beam shall have a crown watershed finish, unless otherwise shown on the drawings or unless field conditions require sloping in one direction in order not to trap water runoff.
 2. Provide corner or pull posts for any change in direction of 15° or more and for any abrupt change in grade, with bracing in both directions. All posts, including line posts and terminal posts, shall be installed such that if a 40-pound force is applied perpendicular to the fence line at the top of the post, the post will deflect not more than 2" at the top.
 3. Mechanically fasten post tops to posts as they are being installed to prevent rain water from collecting in posts during installation.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Center Rails: Provide center rails where indicated. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.
- G. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- H. Tension Wire: Install tension wires through post cap loops, if top rails are not indicated, before stretching fabric and tie to each post cap with not less than 6-gauge galvanized wire.
- I. Fence Fabric:

REQUEST FOR QUOTATION
SECURITY FENCE for ROBERT SHELL JUVENILE CENTER

1. When handling and installing fabric, support and brace as required to prevent deformation or any other damage of chain links.
2. Fasten chain-link fabric to end posts with tension (stretcher) bars and tension (stretcher) bar bands at spacing herein specified. Fabric shall be installed such that it will pass the fabric tension test herein specified. Pull fabric taut and secure to top tension wire.
3. Fence fabric shall be secured to all rails and posts that are not terminal posts with wire ties at spacing herein specified. Tie down wire shall be woven through the fence fabric, completely around the rail, and wire shall be twisted securely with three twists on the rail side of the fence. The tails of the wire shall be cut off to preclude untwisting by hand. Twist shall be on non-secure side of fence. Secure fabric to posts using integral fastening loops at end, corner and gate posts for full length of each post.
- J. Stretcher Bars: Thread through or clap to fabric 4" o.c., and secure to posts with metal bands spaced 15" o.c.
- K. Connectors and Accessories: After installation, all threaded connectors and accessories shall be preened or tack welded.
- L. Gates: Install gates plumb, level and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust for smooth operation and lubricate where necessary. The maximum clearance between the bottom of the gate in closed position and ground shall be 3".
- M. Hardware: Install Security Hardware in accordance with the manufacturer's recommendations.
- O. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least three full turns. Bend ends of wire to minimize *hazard* to persons or clothing.
 1. Tie fabric to line posts - wire ties at 12" o.c.
 2. Tie fabric to rails and braces - wire ties at 24" o.c.
 3. Tie fabric to tension wires — hog rings at 24" o.c.
 4. Tie fabric to fabric horizontally- hog staples at 15" o.c., maximum.

**REQUEST FOR QUOTATION
SECURITY FENCE for ROBERT SHELL JUVENILE CENTER**

- P. **Fasteners:** Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- Q. **Connections at Buildings:** Connections to building shall be made at the locations indicated on the drawings to provide a finished installation. All necessary cutting, fasteners and materials to make the connections shall be provided. Space between pipe and building shall not exceed 1".
- R. **Bracing:** Brace terminal posts with intermediate horizontal rails at midpoint above grade and secure diagonal braces to the terminal post and adjacent line post, or its footing, at maximum of 50° angle between the diagonal brace and grade.
- S. **Temporary Fence Installation:**
1. Contractor shall be responsible for removal of all temporary fencing, the restoration of site conditions to the satisfaction of the Agency representative, and the salvage and return to the Agency of all removed materials. Salvage shall be defined as removing, transportation and handling of all fence materials. Salvage shall be defined as removing, transportation and handling of all fence materials except concrete and other expendables (i.e., tie wires) and return to the Agency at a location on site acceptable to the Agency representative after notification by the Agency to the Contractor that materials are to be removed and salvaged.
 2. Disassembly and salvage of materials shall be done with adequate precaution and in such a manner as not to damage beyond normal wear and tear, any materials that are salvageable. Contractor will be assessed the cost of replacement of materials should abuse or mishandling occur.

5.2 FINAL CLEAN-UP

- A. Remove surplus materials from the site.
- B. Clean up work area of all debris upon completion of the work

REQUEST FOR QUOTATION
SECURITY FENCE for ROBERT SHELL JUVENILE CENTER

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Commodity lines.

6.2 Pricing Page: Vendor should complete the Commodity line in full as failure to complete the Commodity line in its entirety may result in Vendor's bid being disqualified. Vendor will insert unit price and total amount on each line.

7. PAYMENT:

7.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. There will be no progress payments. Payment will be made upon completion of this project. This is lump sum project.

8. DELIVERY AND RETURN:

8.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a notice to proceed. Vendor shall deliver the Contract Items and all work is to be performed and completed within sixty (60) days of award. Contract Items must be delivered to Agency at the Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504

8.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

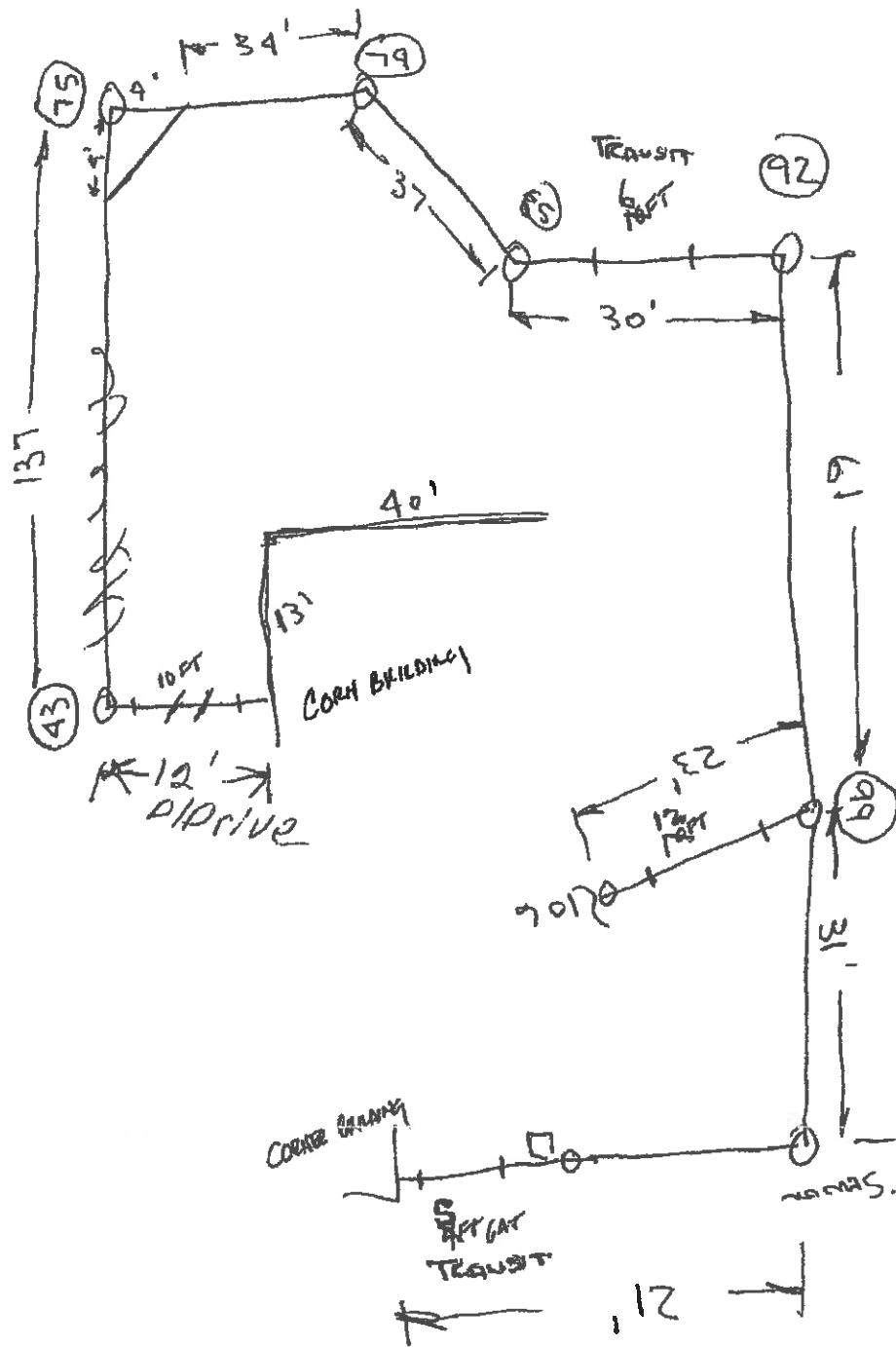
8.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.



8.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense

REQUEST FOR QUOTATION
SECURITY FENCE for ROBERT SHELL JUVENILE CENTER

and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 8.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.



 <p style="text-align: center;">WEST VIRGINIA DIVISION OF JUVENILE SERVICES</p>		<u>POLICY NUMBER:</u> 	<u>PAGES:</u> <p style="text-align: center;">3</p>
<u>CHAPTER:</u> Institutional Operations	<u>REFERENCE AND RELATED STANDARDS:</u> WV Code Chapter §§ 49-5-16a, 49-5E et seq., 61-5-8; ACA 3-JTS-1A-30, ACA 3-JDF-1A-34 and ACA 1-JDTP-1A-27		
<u>SUBJECT:</u> Contractor Escorts and Security Protocol			
<u>DATE:</u> April 1, 2015			

POLICY

It is the policy of the Division of Juvenile Services to ensure that outside contractors who perform work at facilities do so only under the direct and continuous supervision of facility staff. Contractors may only work unsupervised in areas that have been determined by Facility Superintendent/Director to be secure and with no resident/cadet accessibility.

CANCELLATION

This policy has been reviewed and supersedes Policy 311.00 dated January 1, 2012.

APPLICABILITY

This Policy applies to all Division of Juvenile Services' facilities.

DEFINITIONS

1. **Construction Contractors:** Outside personnel who provide services regarding new construction and/or building remodels/repairs.
2. **Service Providers:** Outside contracted personnel, such as medical and mental health providers, who provide specific and on-going services for the Division.

PROCEDURES

1. All contractors and service providers who will be doing work on the grounds of a residential facility will submit a list of employees, with birth date and social security number, to the Facility Superintendent/Director for a background check. Approved

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Institutional Operations	Contractor Escorts and Security Protocol	311.00	2 of 3

workers will also sign a certificate of understanding concerning the Division of Juvenile Services confidentiality policy. (Attachment #1)

2. All contract personnel will be issued a "Visitor's Pass" or a DJS-approved identification badge.
3. Key Control – All keys, to include vehicle, personal and/or equipment keys of contracted employees brought into or issued by the facility are subject to facility key control procedures.
4. Tool Control – The introduction and use of tools by the contractor will be managed and controlled on a daily basis. Rules will be established for tool control at the facility to include at a minimum, the inventory of all tools entering the secure perimeter and ensuring that all tools are accounted for at the end of each day.
5. Chemical Control – All flammables, toxics and caustic substances brought into or issued by the facility will be controlled and stored in accordance with established procedures for each facility.
6. Contraband Issues – Contraband will be defined by the Facility Superintendent/Director and will be strictly enforced.
7. In accordance with state law, no person shall introduce any alcoholic liquor, non-intoxicating beer, poison, implement of escape, dangerous material, weapon, or any controlled substance into any Division of Juvenile Services facility.
8. Construction Contractor Compliance Checklist – Each facility will develop a checklist to monitor compliance. The checklist will be completed on a weekly basis or more often if deemed necessary by the Facility Superintendent/Director during the course of the project. This checklist will include at a minimum the following:
 - a. Check for unauthorized or inappropriate use of and storage of tools, such as ladders, wire cutters, etc.
 - b. Ensure construction vehicles, machinery and equipment have keys removed, fuel is inaccessible, and that the machinery has been disabled when not in immediate use.

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c. Construction site visits can occur during normal workdays and after hours to ensure the following:

- i. all gates are locked, if appropriate,
- ii. site is secure,
- iii. visibility issues are resolved,
- iv. safety hazards and environmental issues are identified and corrected.

9. Each facility will have in place an operational policy and procedural plan to ensure the standards and practices of this policy are followed.

RIGHTS RESERVED

The Director reserves the right to modify, suspend or cancel any provision herein in part or entirety, without advance notice, unless prohibited by law.

APPROVED:

Director

Date

**WV Division of Juvenile Services
Background Check and Acknowledgements
for Contract/Vendor Personnel**

Date: 5-19-15

Contactor/Vendor Name: Bares Fence Company LLC

Individual Full Name (print): James Frederick Bare

SS#: 234-02-1782 DOB: 1-8-1969

Authorization to Release Information

I, the undersigned, work for a contractor/vendor who is to work/perform maintenance at a facility operated by the West Virginia Division of Juvenile Services.

I authorize the WV Division of Juvenile Services to conduct a background check on me which includes state social services agencies and law enforcement agencies for the purpose of conducting a background check, and authorize those persons contacted to release information to the West Virginia Division of Juvenile Services as requested.

This includes my authorization to allow the WV Department of Health and Human Resources to search Child Protective Services records, Adult Protective Services records, Institutional Investigation Unit records and foster care provider records maintained by the WV Department of Health and Human Resources. I also authorize the WV DHHR to inform the person or agency named on this form of the results of the background check, including any history I have had with Social Services.

I release the WV DJS, WV DHHR (pursuant to W.Va. Code § 49-7-1(c)1), law enforcement agencies and/or all its agents in providing information pursuant to this authorization from any and all liabilities, claims or lawsuits.

Read and initial each acknowledgement

JFB I acknowledge that I have received a copy of DJS Policy 143.00 – Confidentiality of Information and signed the Confidentiality Agreement which is an attachment to said policy.

JFB I acknowledge that I have read the attached Prison Rape Elimination Act pamphlet for contractors/vendors and will abide by all rules and regulations pertained therein.


JFB I acknowledge that all vehicle/personal keys and/or other keys that I carry not necessary to complete any tasks will be turned into the facility, which will be returned upon my departure.

JFB I acknowledge that any tools/chemicals substances that I bring onto the premises will be only those tools/chemical substances needed for the job/service required and that I will maintain control of those items the entire time I am on grounds at the facility. I will ensure that all tools/chemical substances brought into the facility are accounted for when I leave the facility.

JFB I understand that I am only authorized to bring onto the premises items that are required to complete my task and are listed with control. Any other items are considered contraband such as, but not limited to, tobacco, alcohol, drugs/medications, weapons, etc.

Frederick
Individual Full Name (print): James A. Bare

Signature: James Frederick Bare

	WEST VIRGINIA DIVISION OF JUVENILE SERVICES	POLICY NUMBER: <div style="font-size: 2em; font-weight: bold; text-align: center;">143.00</div>	PAGES: <div style="text-align: center; font-size: 1.5em; font-weight: bold;">5</div>
CHAPTER: Administration and Management		REFERENCE AND RELATED STANDARDS: WV Code Chapter §§ 49-5-16a and 49-5E-1 et seq.; ACA 3-JTS-1C-24; ACA 3-JDF-1C-22; and ACA 3-JCRF-1C-17	
SUBJECT: Confidentiality of Information			
DATE: October 1, 2009			

POLICY

It is the policy to West Virginia Division of Juvenile Services to maintain confidentiality of all information regarding the juveniles in the Division's custody and all employees.

CANCELLATION

This policy has been reviewed and supersedes Policy 143.00 dated July 1, 2008.

APPLICABILITY

This Policy applies to ALL Division of Juvenile Services' facilities and employees.

DEFINITIONS

1. **Confidential Information:** Information, which is subject to specific limitations on disclosure. Such information must be labeled, handled, and stored in such a way as to guard against accidental disclosure.
2. **Disclosure:** To communicate, transmit, or in any way convey information to any individual or organization in writing, verbal, or other form. Sharing of records between separate Division units is not considered as disclosure when the information is necessary in the legitimate performance of assigned duties.

PROCEDURES

1. Confidentiality of information consists of all orders of commitment, medical and administrative records, applications and reports, and facts contained in them, pertaining to any juvenile in the custody of the Division, must be kept confidential and may not be disclosed by any person, without approval of the Division and in accordance with law under

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Administration and Management	Confidentiality of Information	143.00	2 of 5

WV Code §49-5-17 Confidentiality of Juvenile Records and WV Code §49-7-1 Confidentiality of Records.

2. Confidential records – All case records of youth in all Division facilities or programs are considered privileged records and are held confidential. Such records must be specifically designated “confidential,” handled, and stored in such a way as to guard against accidental disclosure.
 - a. Non-Committed Juvenile Records – These records pertain to Non-adjudicated juveniles in Detention; disclosure of case records maintained on juveniles prior to disposition by the juvenile court or on youth on probation to the court.
 - b. Committed Records – These case records are maintained on adjudicated youth. Records maintained by the Division shall not be public records but shall be privileged records and may be disclosed by direction of the Director pursuant to law regarding the dissemination of juvenile criminal history records only to those persons having a legitimate interest therein.
3. Release of Confidential Information – Personally identifying information about a youth who is presently or was previously in the custody of the Division may be disclosed to anyone for any purpose if the youth has consented in writing to disclosure. If the youth is under age 18 and was previously in the custody of the Division, a parent or legal guardian must also grant consent.
4. Subpoena for Juvenile Records – Records should be produced in response to subpoenas which are issued in the following manner:
 - a. For a scheduled deposition with a certificate of service or other proof or notice to all parties; or
 - b. For actual court hearings and trials.
5. Division employees shall never distribute copies of records to private attorneys or public defenders except where:
 - a. They have in their files a written, current authorization for release signed by the person whose records are being released and their attorney; or
 - b. They have a court order mandating the release of the records.
6. If a Division employee receives a subpoena, which appears to be questionable, or one accompanied by a request for mail in lieu of appearance, utilizing their chain of command the

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employee shall promptly notify the Director and the Assistant Attorney General, as to the proper response.

7. Release of Information Without Consent – Confidential information about committed youth may be released without the individual youth's written consent only under the following conditions:

- a. Confidential information about an individual shall be made available upon request to that individual or to his parent, guardian, or legal representative. In the case of very sensitive medical or psychological information, the knowledge of which would be potentially harmful to the individual described, the individual is to be referred to the physician or psychologist who was the original source of the record.
- b. Confidential information about an individual may be disclosed to the court upon request through proper judicial processes.
- c. Confidential information about an individual may be released without written consent to authorized persons who are conducting an investigation or criminal proceedings in connection with the administration of a program of the Division. Such investigations include, but are not limited to audits, monitoring and quality control reviews and investigations of possible fraud.
- d. Confidential information about an individual may be directed with that individual's consent to correctional agencies when a proper request has come through the Division via Interstate Compact on Juveniles.
- e. Confidential information about an individual may be directed without that individual's consent to officers and employees of the Division who request the information demonstrating their need for the information in the performance of their regular duties. This includes the release of information to department staff that is providing direct services to that juvenile.
- f. Confidential information about an individual may be disclosed without that individual's written consent to persons outside the Division only when the information is needed for one of the purposes specified above in paragraphs 2-5, or it is needed to provide direct services to the individual which are related to the goals and purposes of the Division, and it has been authorized by the Director or the Deputy Director or Designee.
- g. The disclosure of case records maintained by the Division on committed youth is governed by WV Code §49-5E-3, WV Code 49-5-17, WV Code §49-7-1. These laws provide that records maintained by the Division on youth committed to the Division

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shall not be public records, but shall be privileged records and may be disclosed by the direction of the Director in regard to disseminating juvenile criminal history records only to those persons having a legitimate interest therein.

8. The Division has a responsibility for public safety in its treatment, supervision, and placement of youth that pose a risk to the community. Concurrent with its mandate for public safety, the Division must also provide or identify educational opportunities for youth in its care as part of the rehabilitation of such youth. When committed youth plans to enroll in school, DJS shall acknowledge the school's legitimate concerns for public safety by furnishing to appropriate school officials information requested regarding the criminal history and educational records of committed youth. The provision of this information shall be consistent with procedures and limitations listed below.
 - a. Criminal histories and school records of committed youth will be provided, upon request, to the school superintendent or his/her designee of the school in which a committed youth plans to enroll. The release of such criminal history on committed youth shall be limited to those offenses where there has been an adjudication of guilt. The information shall be stamped "confidential" and authorized only for the use of school officials in their professional duties.
 - b. Request for criminal history records on non-committed youth shall be referred to the appropriate juvenile court for response.
 - c. Medical, psychological, mental health and counseling records of youth in the Division care are confidential records and shall not be released without consent of the youth and his/her parents or guardian.
 - d. Other information about a committed youth and his family is confidential information and may not be released without the written consent of the youth and his/her parent or guardian unless authorized by the Director.
9. Security of Health Records – Medical information about the juvenile will be maintained according to Health Service Provider policy. Off-site medical care documentation will be maintained with the medical file. Copies of all mental health documentation are maintained in the medical file, as well as any additional information from the resident's prior providers (for example, private doctor's statements).
10. If a working file is kept for mental health and substance abuse information, it must be maintained confidentially and all information must be transferred to the formal file in a timely manner.

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11. Sensitive personal information which is potentially damaging to an individual or which may comprise grounds for legal action against the Division if released is to be regarded as confidential. Sensitive information about staff, contract agents, or others may be disclosed or withheld in accordance with law.
12. All employees agree not to disclose to anyone, directly or indirectly, any confidential information, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to Division policies, procedures, rules, or state or federal law. If information-specific releases, provisions, and restrictions do not exist, then the employee agrees to disclose confidential information only (1) upon approval of the Division Director and his/her counsel or designee; and/or (2) with individuals who are known by the employee to have prior authorization by their superior to have access to the data or information. All the above applies to the release of information in total or fragmented form. Further, the employee agrees not to misuse any media, documents, forms or certificates in any manner which might compromise the confidentiality or security, or otherwise be illegal or against Division policies, procedures or rules, such as altering a record, using a certificate improperly, etc.
13. The employee understands that even when the employee no longer has access to records of the Division, the employee is still bound by this policy and must continue to maintain the confidentiality of information to which access was previously given.
14. The employee must indicate in writing that he/she has read this policy by signing in the space provided for Policy 143.00 – Confidentiality of Information on Division of Juvenile Services' Policy Acknowledgement Sheets and the Confidentiality Agreement attached to this Policy (Attachment #1).
15. Each facility will have in place an operational policy and procedural plan to ensure the standards and practices of this policy are followed.

RIGHTS RESERVED

The Director reserves the right to modify, suspend or cancel any provision herein in part or entirety, without advance notice, unless prohibited by law.

APPROVED:

Director

Date

Engaging in any form of over familiar activity with a resident is unprofessional conduct in violation of department policy, State and Federal Law.

A Special Note to Persons in Positions of Power

Amorous or sexual relationships are inappropriate and illegal when they occur between a resident and any staff member, contractor, representative, or volunteer. Residents depend upon staff to provide their care, ensure their safety, address their health care needs, supervise their work and treatment, and act as role models for socially-acceptable conduct. Because of the difference in power between residents and staff, contractors, representatives, and volunteers, there can never be a consensual relationship between the two entities. Here are some factors to consider.

Some residents have a history of victimization, particularly in their formative years, which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of affection/love may be skewed by this background of abuse, making it impossible for them to refuse the advance of a contractor, representative, or volunteer.

In some instances, particularly for female youth, their survival in the community has been directly related to using their sexuality to obtain the means to support themselves. Coupled with low self-esteem, this carries over into their conduct in facilities and while under community supervision.

Occasionally a youth tries to use sex to improve his/her standing or circumstances (e.g., avoid disciplinary action, effect a transfer, gain privileges, etc.) However, as the person in authority, it is the Volunteers/Contractors responsibility to discourage and refuse any overtures as well as maintain professional boundaries at all times.

Any effort to prevent a person from reporting an incident or retaliation by any Volunteer or Contractor against any person reporting such activity will be dealt with through the disciplinary processes.

If you sexually assault a youth you should know...

A Volunteer/Contractors personal and professional reputation may be jeopardized because of unprofessional conduct. Their careers, and their families can be negatively impacted or destroyed. Boundaries in relationships can be difficult. If you question your professional boundaries with a youth or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect or bring this matter to the attention of your supervisor before it gets out of control.

Report abuse, sexual abuse or sexual harassment by calling

1-855-366-0015,

emailing DJSPREACoordinator@wv.gov

or visiting www.wvde.state.wv.us

West Virginia

Division of Juvenile Services

1200 Quarter Street, 2nd Floor
Charleston, WV 25301

Phone: (304) 558-9800
Toll Free: 1-800-368-2780
Fax: (304) 558-6032

State of West Virginia

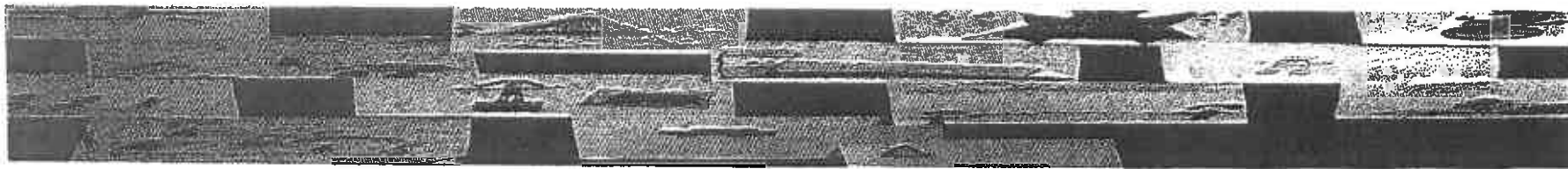


PREA Prison Rape Elimination Act

WHAT YOU SHOULD KNOW ABOUT SEXUAL MISCONDUCT WITH RESIDENTS;

A Guide for Volunteers And Contractors

A Division of
Department of Military
Affairs and Public Safety



An Issue of Power

West Virginia Division of Juvenile Services policy specifically forbids any activity associated with or that promotes acts of sexual conduct, including sexual harassment between youth and DJS Staff. In this definition, staff includes: contractors, representatives, or volunteers of DJS. A resident means someone incarcerated in DJS facility or under supervision in the community.

Sexual misconduct can be defined as behavior of a sexual nature. The result is a breach of the professional relationship that exists between staff and a resident. Sexual misconduct distinctly alters the boundary between professional roles and personal relationships—personal elements are then introduced into what should be a sex-neutral situation. Forms of sexual misconduct include, but are not limited to:

- ◆ Attempts to engage in a sexual act with any resident's genitalia, inner thigh, and/or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desire of another person.
- ◆ Any solicitation of sexual activity through promises of favors and/or threatening a resident for refusing sexual advances.
- ◆ Invasion of privacy beyond what is reasonably necessary for safety and security, including disrespectful, unduly familiar, or threatening comments made to residents.

Sexual misconduct, including sexual harassment is a serious offense and is against the law.

Depending on the investigative findings of an alleged incident, disciplinary action may result in dismissal and the advanced possibility of criminal charges. In addition, persons accused of sexual harassment in civil or criminal proceedings may be held personally liable for damages to the person harassed.

Sexual harassment can take many forms, including but not limited to:

- ◆ Sexual comments about one's body. Repeated staring, comments, and/or propositions of a sexual nature.
- ◆ Conversations filled with sexual suggestive innuendoes or double meanings.
- ◆ Display of sexually suggestive posters, objects, or messages.
- ◆ Demands for acts of a sexual nature.
- ◆ Physical sexual assault.
- ◆ Request for sex in exchange for favors.

Sexual harassment is any sexual behavior that adversely affects a resident's environment as it pertains to their reception of treatment or supervision. It can occur without conscious intent and is not limited to explicit demands for sex.

Sexual misconduct and sexual harassment are an abuse of power. Staff becoming sexual involved with a resident is unprofessional and unacceptable conduct. As a DJS employee, contractor, representatives, or volunteer, your designated assignments place you -

in a position of authority over the residents with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, provide care, provide input to issues that affect release dates, return to their homes, and sanctions.

SOME OTHER THINGS TO CONSIDER

- ◆ Amorous or sexual relationships with a resident are seldom a secret. Such behavior will undermine your professional career by subjecting you to disrespect and manipulation from other residents that may be aware of your situation. This in turn may create an unsafe environment for you and all members of our DJS Team.
- ◆ Others will be judging your decisions for professionalism and trustworthiness. Your conduct and the decisions you make reflect not only on your own reputation, but also on that of your peers and the agency you represent.
- ◆ Inappropriate sexual relationships often end with tragedy. If this occurs, you may be vulnerable to a host of problems—such as loss of respect from your peers, a damaged reputation, loss of employment, and possibly criminal charges and incarceration.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
well 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
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

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 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed 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 no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E)
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of (K)
(\$ (L)) for the payment of which, well 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 Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for

(M)

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 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligor may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)
(Name of Principal)

By (S)
(Must be President, Vice President, or
Duly Authorized Agent)

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

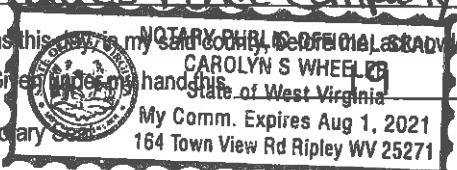
IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the _____
4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____
7. _____ (Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Jackson to-wit: _____
11. I, Carolyn S. Wheeler, a Notary Public in and for the _____
12. county and state aforesaid, do hereby certify that James F. Bare
13. who as, President signed the foregoing writing for
14. Bare's Fence Company, LLC a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of May 20 15
16. Notary Seal  _____
17. Carolyn S. Wheeler (Notary Public)
18. My commission expires on the August day of 1 20 21

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the _____
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal _____
27. _____ (Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____
_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and

2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

BY: _____ (Seal)

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

Acknowledgment by Principal if Individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

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Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

Employee Name (Print): James Frederick Bare

DJS Facility: Robert Shell Juvenile Center

OVERVIEW

The purpose of the Confidentiality Agreement is to secure the West Virginia Department of Military Affairs and Public Safety and Division of Juvenile Services (Authority's) most protected asset—information. The Authority stores and transmits a great deal of sensitive information. Accordingly, the Authority has concerns about protecting the confidentiality and integrity of this information, in both its paper and electronic forms.

The attached Confidentiality Agreement is being instituted to ensure that all persons with access to protected NPPI, PII, SPII, and PHI information or any other information deemed confidential, fully understand their obligations to limit their use of such information and to protect such information from disclosure. Special attention items, as well as definitions, are highlighted below. If you have any questions about this agreement or fail to understand the contents, please contact personnel for further information.

Special attention items:

- Use of protected NPPI, PII, SPII, and PHI information and confidential information is permitted only when the user has a need to know such information;
- Disclosure of protected NPPI, PII, SPII, and PHI information or confidential information is only permitted when the Authority consents in writing and in conformity with the Authority's policies and procedures, as may be amended from time to time; and
- Protected NPPI, PII, SPII, and PHI information and confidential information is protected in all forms, electronic and paper.

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

DEFINITIONS

Disclosure - The release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

Need-to-know - The necessity for access to, or knowledge or possession of, specific information required to carry out official duties.

Protected Health Information (PHI) - With regard to HIPAA covered entities, individually identifiable health information, including demographic information, whether oral or recorded in any form or medium, that relates to the individual's health, health care services and supplies, or payment for services or supplies, and which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual including but not limited to preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present or future payment for the provision of health care to an individual; and includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected health information does not include the following:

1. Records covered by the Family Educational Rights and Privacy Act.
2. Employment records held by the entity in its role as employer (although use and dissemination of these records may be subject to other federal and state laws such as the Family and Medical Leave Act and those related to West Virginia Workers' Compensation).

Personally Identifiable Information (PII) - All information that identifies, or can be used to identify, locate, or contact (or impersonate) a particular individual. Personally identifiable information is contained in public and non-public records. Examples may include but are not limited to a specific individual's: first name (or initial) and last name (current or former); geographical address, electronic address (including an e-mail address); telephone number or fax number dedicated to contacting the individual at their physical place of residence; social security number; credit and debit card account numbers; financial records, including loan accounts and

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

payment history; consumer report information; mother's maiden name; biometric identifiers, including but not limited to, fingerprints; facial recognition and iris scans; driver identification number; full face image; birth date; birth adoption certificate number; physical description; genetic information; medical, disability or employment records, including salary information; computer information, including information collected through and internet cookie; criminal history, etc. When connected with one or more of the items of information specified above, personally identifiable information includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific person physically or electronically.

Sensitive Personally Identifiable Information (SPII) - Those elements of PII that must receive heightened protection due to legal or policy requirements.

Sensitive PII includes:

- i) Most data elements in State personnel records
- ii) Occupational licensing data
- iii) Driver history records
- iv) State/Federal contacts data
- v) Employment and training program data
- vi) Permits data
- vii) Historical records repository data
- viii) Personnel data

Very Sensitive includes:

- i) Social Security numbers
- ii) Credit card numbers
- iii) Food assistance programs data
- iv) Criminal history data
- v) Comprehensive law enforcement data
- vi) Foster care data
- vii) Health and Medical data
- viii) Welfare records/data
- ix) Domestic abuse data
- x) Driver license numbers
- xi) Individual financial account numbers

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

Extremely sensitive includes:

- i) State law enforcement investigative records
- ii) Communications systems
- iii) Child and Adult protective services client data

Non-Public Personal Information (NPPI) - Any personally identifiable information collected about an individual, including but not limited to, social security numbers, credit card or bank account numbers, medical or educational records, financial information collected by a financial institution used in connection with providing a financial product or service, or other sensitive, confidential or protected data, unless that information is otherwise publicly available.

JFB Initial

AGREEMENT

This agreement, including the above overview, is entered into between the West Virginia Division of Juvenile Services, a division of the West Virginia Department of Military Affairs and Public Safety (hereinafter DMAPS and both hereafter combined as Authority) and

(Print Name) Bare's Fence Company LLC (hereinafter the User), an Employee of the Division of Juvenile Services. (The Division of Juvenile Services, DMAPS and the User are jointly referred to as the Parties throughout this agreement).

All of the Parties agree as follows:

It is understood between the Parties that during the terms of the User's Employment, that the User will only collect such protected Non-Public Personal Information (NPPI), Personally Identifiable Information (PII), Sensitive Personally Identifiable Information (SPII), and Protected Health Information (PHI) or other confidential information in conformance with Authority's policy, procedures and rules.

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

It is also understood between the Parties that during the terms of the User's Employment, to the extent that the User has a need-to-know such information, the User may have access to protected NPPI, PII, SPII, and PHI or other information deemed confidential, in either paper, electronic or verbal form.

The User agrees not to disclose to anyone, directly or indirectly, any such NPPI, PII, SPII, and PHI or other confidential information, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Authority's policies, procedures, rules, or state or federal law. If information-specific releases, provisions, and restrictions do not exist, then User agrees to disclose confidential information only (1) upon approval of Authority's counsel or designee; and/or (2) with individuals who are known by the User to have prior authorization by their superior to have access to the data or information. All the above applies to the release of information in total or fragmented form. Further, the User agrees not to misuse any media, documents, forms or certificates in any manner which might compromise the confidentiality or security, or otherwise be illegal or against Authority's policies, procedures or rules, such as altering a record, using a certificate improperly, etc.

The User understands it is the responsibility of the User to request clarification from the User's immediate supervisor that if there are questions about the confidentiality of information or its collection, use or release.

Any document, report, study, article or other written information in whatever format, prepared by the User or information in whatever format that might be given to the User in the course of their Employment, and any software, computer equipment, and/or any other property including, but not limited to, copyrighted materials that may be made available from time to time, is the exclusive property of the Authority and shall remain in the Authority's possession except as otherwise specifically permitted by the Authority. The User understands that all access to information is subject to monitoring and audit.

The User understands that even when the User no longer has access to records of the Authority, the User is still bound by this document and must continue to maintain the confidentiality of information to which access was previously given.

**WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF JUVENILE SERVICES
CONFIDENTIALITY AGREEMENT**

By signing below, the User acknowledges reading and understanding the contents of this document and understands that any improper collection, use or disclosure of NPPI, PII, SPII, and PHI or other information deemed confidential may result in disciplinary action. In addition, the Authority reserves the right to seek any remedy available at law or in equity for any violation of this agreement.

Authority: West Virginia Division of Juvenile Services

By: Dale Humphreys Its: Director

Date: October 1, 2009

User/Employee (Full Name - Print): Bare's Fence Company LLC / James F. Bare

User/Employee Signature: James F. Bare

Date: 5-19-15

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS1500000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Barc's Fence Company LLC
Company

James F. Bar
Authorized Signature

5-19-15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

Agency EE1428
REQ.P.#

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bare's Fencing LLC
of 1484 Utah Rd, Ravenswood WV 26164, as Principal, and Erie Insurance Property & Casualty
Company, 100 Erie Insurance Pa, Erie PA, a corporation organized and existing under the laws of the State of PA
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of 10% of amount bid (\$ 39,365.00) for the payment of which,
well 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
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
install chain link fence onto State Property

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 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed 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 no
way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of May, 2015.

Principal Seal

Bare's Fencing LLC

(Name of Principal)

By Jamie F. Bau
(Must be President, Vice President, or
Duly Authorized Agent)

Owner

(Title)

Surety Seal

Erie Insurance Property & Casualty Company

(Name of Surety)

Katherine DPawlak
Katherine DPawlak/ Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Erie, Pennsylvania, does hereby make, constitute and appoint Marc Cipriani, Senior Vice President; Leo Heintz, Vice President; Edward A. Mazzeo; Katherine D. Pawlak; and Darlene Musica, its true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, any and all bonds which are or may be allowed, required or permitted by law, statute, rule regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS (\$5,000,000) and that the execution of such instrument shall be binding upon ERIE INSURANCE PROPERTY & CASUALTY COMPANY.

This Power of Attorney is signed and sealed by facsimiles under and by the authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY at a meeting duly called and held on the 18th day of September, 2008, and said resolution has not been amended or repealed:

RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.



by Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA
COUNTY OF ERIE

ss.

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, President and Chief Executive Officer, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2016 Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy and is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company, this 20th day of May 2015



James J. Tanous
James J. Tanous, Secretary

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: Installation of Security Fence at Robert Shell Juvenile Center

Agency Requesting Work: Juvenile Services Division

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Bare's Fence Company LLC Vendor Telephone: 304-273-9830

Vendor Address: 1484 Utah Rd.
Ravenswood WV 26164

Vendor Fax: _____



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, James F. Bare, after being first duly sworn, depose and state as follows:

1. I am an employee of Bare's Fence Company LLC; and,
(Company Name)
2. I do hereby attest that Bare's Fence Company LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: James F. Bare

Title: Owner

Company Name: Bare's Fence Company LLC

Date: 5-19-15

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 00000000000000000000

Purchasing Affidavit (Revised 07/01/2012)