



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 315616

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0621

Vendor ID: 000000203375

SO Doc ID: DJS1700000011

Legal Name: KELLY PAVING INC

Published Date: 5/1/17

Alias/DBA:

Close Date: 5/4/17

Total Bid: \$0.00

Close Time: 13:30

Response Date: 05/04/2017

Status: Closed

Response Time: 8:30

Solicitation Description: Addendum No.01 - Parking Lot Paving , Sealing and Striping

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 315616

Solicitation Description : Addendum No.01 - Parking Lot Paving , Sealing and Striping

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-04 13:30:00	SR 0621 ESR05041700000005314	1

VENDOR

000000203375

KELLY PAVING INC

Solicitation Number: CRFQ 0621 DJS1700000011

Total Bid : \$0.00

Response Date: 2017-05-04

Response Time: 08:30:07

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Paving,Sealing and Striping Parking Lot				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description :	Vendor to provide all labor, materials and associated costs to Pave, Seal and Stripe parking lots at the Lorrie Yeager Juvenile Center.
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 315616

Doc Description: Addendum No.01 - Parking Lot Paving , Sealing and Striping

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-01	2017-05-04 13:30:00	CRFQ 0621 DJS1700000011	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Kelly Paving, Inc.
P.O. Box 366
Williamstown, WV 26187
304-424-7353

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

Roger Thomas

FEIN # 55-0583614

DATE 5/4/17

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time contract for all labor, materials & associated costs to pave new gravel section with striping and to seal and re-stripe the existing parking lot at the Lorrie Yeager Juvenile Center located at 907 Mission Drive, Parkersburg, WV per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR PARKERSBURG WV26101 US	AUTHORIZED RECEIVER LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR PARKERSBURG WV 26101 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Paving, Sealing and Striping Parking Lot				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description :

Vendor to provide all labor, materials and associated costs to Pave, Seal and Stripe parking lots at the Lorrie Yeager Juvenile Center.

DJS1700000011	Document Phase Final	Document Description Addendum No.01 - Parking Lot Paving , Sealing and Striping	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 315616

Doc Description: Addendum No.01 - Parking Lot Paving , Sealing and Striping

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-01	2017-05-04 13:30:00	CRFQ 0621 DJS1700000011	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Kelly Paving, Inc.
P.O. Box 366
Williamstown, WV 26187
304-424-7353

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 55-0583614

DATE 5/4/17

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time contract for all labor, materials & associated costs to pave new gravel section with striping and to seal and re-stripe the existing parking lot at the Lorrie Yeager Juvenile Center located at 907 Mission Drive, Parkersburg, WV per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR PARKERSBURG WV26101 US	AUTHORIZED RECEIVER LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR PARKERSBURG WV 26101 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Paving, Sealing and Striping Parking Lot	0.00000			

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description :

Vendor to provide all labor, materials and associated costs to Pave, Seal and Stripe parking lots at the Lorrie Yeager Juvenile Center,

SOLICITATION NUMBER: CRFQ DJS1700000011

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. The purpose of this addendum is to publish the pre-bid sign-in sheet.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ
Request for Proposal No. DSS8300000011 SIGN IN SHEET
PLEASE PRINT

Page 1 of 2
Date: 4/23/17

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Wolfes Excavating</u> Rep: <u>Chris Lettea</u> Email Address: <u>Clattea@wolfesexcavating</u>	<u>70 Columbia Blvd.</u> <u>Clarksburg, WV 26301</u>	PHONE <u>304-312-7442</u> TOLL FREE FAX <u>304-842-9150</u>
Company: <u>Brown Asphalt Paving Co., Inc.</u> Rep: <u>Tammy White</u> Email Address: <u>brownasphaltwv@aol.com</u>	<u>PO Box 306</u> <u>Parkersburg, WV 26102</u>	PHONE <u>304.428.2982</u> TOLL FREE FAX <u>304.428.8961</u>
Company: <u>West Virginia Paving</u> Rep: <u>Roger Hite</u> Email Address: <u>rhite@wvpaving.com</u>	<u>2950 Charles Ave</u> <u>Danbar WV 25064</u>	PHONE <u>(304) 720-6410</u> TOLL FREE FAX <u>(304) 768-9351</u>
Company: <u>WVPTS</u> Rep: <u>Travis White</u> Email Address: <u>travis.c.white@wv.gov</u>		PHONE <u>304-420-4860</u> TOLL FREE FAX <u>304-420-4861</u>
Company: <u>WUDTS</u> Rep: <u>Bill Melrose</u> Email Address: <u>bill.T.MELROSE@wv.gov</u>		PHONE <u>304-420-4860</u> TOLL FREE FAX

CRFQ
Request for Proposal No. DJS6700000011

SIGN IN SHEET

PLEASE PRINT

Page 2 of 2

Date: 4/27/17

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DJS</u> Rep: <u>Rick Bestu</u> Email Address: _____	<u>1400 Quarrier St.</u> <u>Charleston, WV</u>	PHONE <u>(304) 568-9988</u> TOLL FREE FAX _____
Company: <u>Lorrie Yeager Juvenile Center</u> Rep: <u>Greg Young</u> Email Address: <u>gregyoung37@gmail.com</u>	<u>8800 Harris Hwy.</u> <u>Bethesda WV 26133</u>	PHONE <u>304-420-6840</u> TOLL FREE FAX <u>304-420-6841</u>
Company: <u>KELLY PAVING INC</u> Rep: <u>Tom Williams</u> Email Address: <u>twilliams@shellyandsands.com</u>	<u>P.O. Box 366</u> <u>Williamstown WV 26187</u>	PHONE <u>304-424-7353</u> TOLL FREE FAX <u>740-373-6505</u>
Company: _____ Rep: _____ Email Address: _____	_____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____	PHONE _____ TOLL FREE FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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.

Kelly Paving, Inc.

Company

Roger Thomas

Authorized Signature

5/4/17

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 315616

Doc Description: Parking Lot Paving ,Sealing and Striping- Lorrie Yeager

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-11	2017-05-04 13:30:00	CRFQ 0621 DJS1700000011	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Kelly Paving, Inc.
P.O. Box 366
Williamstown, WV 26187
304-424-7353

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

Roger Thomas

FEIN # 55-0583614

DATE 5/4/17

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time contract for all labor, materials & associated costs to pave new gravel section with striping and to seal and re-stripe the existing parking lot at the Lorrie Yeager Juvenile Center located at 907 Mission Drive, Parkersburg, WV per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR		AUTHORIZED RECEIVER LORRIE YEAGER JR JUVENILE CENTER 907 MISSION DR	
PARKERSBURG	WV26101	PARKERSBURG	WV 26101
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Paving, Sealing and Striping Parking Lot				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description :

Vendor to provide all labor, materials and associated costs to Pave, Seal and Stripe parking lots at the Lorrie Yeager Juvenile Center.

DJS1700000011	Document Phase Draft	Document Description Parking Lot Paving ,Sealing and Striping- Lorrie Yeager	Page 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:

Lorrie Yeager Juvenile Center
907 Mission Drive
Parkersburg, WV. 26101

04/27/2017 at 1:30 PM. EST.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 05/01/2017 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@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:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, 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, 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: 05/04/2017 at 1:30 PM (EST)

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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 _____ twenty-one (21) calendar _____ 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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 % of Contract Amount. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **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.

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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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:
\$100,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$100,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of:

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

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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
one hundred (\$100.00) per calendar day

for none completion within the twenty-one (21) calendar days allowed.

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: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. 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 laws, regulations, and ordinances.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. 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.

41. 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.

42. 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.

43. 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 heath, 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.

44. 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: Kelly Paving, Inc.

Contractor's License No.: WV- WV001884

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;

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001884

Classification:

GENERAL ENGINEERING

KELLY PAVING INC
DBA KELLY PAVING INC
PO BOX 366
WILLIAMSTOWN, WV 26187-0366

Date Issued

AUGUST 21, 2016

Expiration Date

AUGUST 21, 2017

Roger Thomas

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

- (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. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. 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 bid fails, is unable, or refuses to perform his subcontract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Roger Thomas, VP
 (Name, Title)
Roger Thomas Vice President
 (Printed Name and Title)
P.O. Box 366 Williamstown, WV 26187
 (Address)
304-424-7353
 (Phone Number) / (Fax Number)
rthomas@shellyandsands.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Kelly Paving, Inc.
 (Company)
Roger Thomas Roger Thomas, Vice President
 (Authorized Signature) (Representative Name, Title)

Roger Thomas, Vice President
 (Printed Name and Title of Authorized Representative)

5/4/17
 (Date)

304-424-7353 740-373-6505
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Parking Lot Paving, Striping & Sealing at Lorrie Yeager Juvenile Center

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time contract for all labor, materials & associated costs to pave new gravel section with striping and to seal and re-stripe the existing parking lot at the Lorrie Yeager Juvenile Center located at 907 Mission Drive, Parkersburg, WV. Total estimated paving 2,590 sq. yd. Vendor is verify actual measurements during Mandatory Pre-Bid Meeting.
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 and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means all labor, materials & associated costs to pave, stripe and seal the parking lot as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, or attached hereto as Exhibit A, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Pavement Marking Paint"** means paint used for marking all lines on parking lot.
 - 2.4 **"Elastic Type joint sealing Compound"** means the type of sealing compound used for sealing parking lots.
 - 2.5 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.6 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be

REQUEST FOR QUOTATION
Parking Lot Paving, Striping & Sealing at Lorrie Yeager Juvenile Center

determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
 - ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
 - ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

REQUEST FOR QUOTATION
Parking Lot Paving, Striping & Sealing at Lorrie Yeager Juvenile Center

10. CONDITIONS OF THE WORK

- **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- **Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 8:00am to 4:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- **Project Closeout:** Project Closeout shall include the following:
 - 10..1. **Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - 10..1.1. Bumpers to be re-installed correctly.
 - 10..1.2. All refuse cleaned up and paving area swept and clean. Rake out and repair any ruts or damage on unpaved surfaces created by equipment.
 - 10..2. **Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- 11. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION
Parking Lot Paving, Striping & Sealing at Lorrie Yeager Juvenile Center

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- 11.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5 Vendor shall inform all staff of Agency's security protocol and procedures.

12 MISCELLANEOUS:

- 12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Roger Thomas

Telephone Number: 304-424-7353

Fax Number: 740-373-6505

Email Address: rthomas@shellyandsands.com

Exhibit A
Pricing Page

Lorrie Yeager Juvenile Center	
Qty	Description
1	All materials, labor and any associated costs to pave, stripe and re-seal parking lot at the Lorrie Yeager Juvenile Center
Total Bid Amount: \$ 28,000.00	
<u>Bidder / Vendor Information:</u>	
Name:	Kelly Paving, Inc.
Address:	P.O. Box 366 Williamstown, WV 26187
Phone #	304-424-7353
E-mail Address	rthomas@shellyandsands.com

EXHIBIT B – PROJECT PLANS

13 GENERAL REQUIREMENTS: (SEE EXHIBIT D FOR PROJECT LAYOUT)

13.1 Paving Gravel Lot

13.1.1 Excavate, grade, shape and pave existing stone lot. Asphalt will be delivered, laid and compacted for the proposed areas of asphalt paving (see attached drawing) Install and compact 2 ½" of asphalt base course and 1 ½" of asphalt wearing course.

13.1.2 Paved lot is to be connected to existing lot with smooth transition.

13.1.3 Remove and reinstall bumper blocks.

13.2 Striping of Parking Lot

13.2.1 Restripe all parking spaces using Pavement Marking Paint (white paint) and re-mark.

13.2.2 ADA compliant parking spaces (using blue paint) consistent with current striping and ADA markings.

13.2.3 Red paint is to be used for the Fire Safety sections. (Exact locations will be addressed at the mandatory pre-bid meeting).

13.2.4 Re-install bumper blocks.

13.2.5 The new lot plus the existing lot is to be striped.

13.3 Sealing-Existing Lot

13.3.1 Clean and seal existing asphalt parking lot. Clean and seal between asphalt & curb and between the asphalt and pavement.

13.3.2 Joint sealer is to be hot poured elastic type.

13.3.3 Clean & seal all cracks in existing surface using hot poured elastic type joint sealing compound.

13.3.4 Seal coat asphalt surface by applying two (2) coats of coal tar sealer containing at least two (2) lbs. of sand per gallon & latex additives at the rate of 5square yards/gallon.

13.3.5 Prior to applying sealcoat the entire area shall be cleaned of loose material & debris with blowers or brooms. Areas of petroleum saturation shall be scraped, cleaned and coated with an oil spot primer prior to seal coating.

13.4 Spaces and Size of Parking Lot.

13.4.1 Existing lot has Twenty-four (24) parking spaces and one (1) handicap space and one (1) loading zone.

13.4.2 Gravel lot to be paved will have eighteen (18) parking spaces.

13.4.3 Gravel Lot to be paved - approximately 750 sq. yd. (See attached drawing, Exhibit D)

13.4.4 Existing Lot- approximately 1,840 sq. yd. (See attached drawing Exhibit D)
Total estimated for both lots: 2,590 sq. yd.

13.4.5 Vendor will be responsible for verifying their own measurements for this project. Measurements will be done at the pre-bid meeting.

13.5 Miscellaneous requirements:

13.5.1 Outside temperature must be a minimum 50 degree Fahrenheit for this project to assure proper adherence.


13.5.2 Vendor will be responsible for all permits, licenses and fees (if applicable) that may be associated with this project.

REQUEST FOR QUOTATION
Parking Lot Paving, Striping & Sealing at Lorrie Yeager Juvenile Center

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- 13.5.3 All work is to be performed in compliance with applicable Federal and state codes, local and municipal ordinance.
- 13.5.4 Vendor will be responsible cleanup and disposal of any refuse associated with this project.
- 13.5.5 All vendors will adhere to WV Division of Juvenile Services' Policy 143.00, 151.00, 311.00 and 309.00 "See attached Exhibit C." Work is being done at a juvenile facility and these policies are in place to protect the juvenile population. Only the awarded vendor will be required to submit the documents after the contract has been encumbered and before Notice to Proceed is issued.

Exhibit C

	WEST VIRGINIA DIVISION OF JUVENILE SERVICES	POLICY NUMBER: <div style="font-size: 2em; font-weight: bold;">143.00</div>	PAGES: <div style="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

Chapter	Subject	Policy #	Page
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

Oct 1, 2009
Date

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

Employee Name (Print): _____

DJS Facility: _____

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

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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

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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.

_____ 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) _____ (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.

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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.

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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): _____

User/Employee Signature: _____

Date: _____

 WEST VIRGINIA DIVISION OF JUVENILE SERVICES		POLICY NUMBER: 	PAGES: 18
CHAPTER: Administration and Management	REFERENCE AND RELATED STANDARDS: WV Code §§49-2-803, 49-2-903, 61-8B-10; Prison Rape Elimination Act (PREA), §§115.311, 115.316, 115.333, 115.341, 115.531, 115.352, 115.361, 115.363, 115.367, 115.371, 115.372, 115.377, 115.381, 115.383, 115.386, 115.387, 115.388, 115.393; ACA 4-JCF-3D-02 thru 3D-09; ACA 3-JDF-3D-06-1 thru 3D-06-10; Pbs Standards – Safety #3		
SUBJECT: Prison Rape Elimination Act (PREA)			
DATE: October 1, 2015			

POLICY

The Division of Juvenile Services has zero tolerance for the sexual misconduct of any staff against any resident in its custody or participating in any DJS program. This policy is established to help prevent sexually abusive behavior, educate staff to intervene properly and timely, detect incidents, perpetrators and victims of sexually abusive behavior, investigate reported incidents and discipline and/or prosecute perpetrators. This policy applies to both staff-on-resident and resident-on-resident abuse.

CANCELLATION

This policy has been revised and supersedes Policy 151.00 dated July 1, 2015.

APPLICABILITY

1. This Policy applies to all Division of Juvenile Services' employees, volunteers, professional visitors, contracted staff, community service supervisors, juvenile residents, visitors and others working and/or visiting within facilities operated by or with the youth ordered to the custody of the West Virginia Division of Juvenile Services.
2. Pursuant to West Virginia Code §61-8B-10, any person employed by the Division of Juvenile Services who engages in sexual intercourse or sexual intrusion with a person who is incarcerated in this state is guilty of a felony.
3. Interns, contracted employees and volunteers are required to read this Policy and sign the attached Certificate of Understanding (Attachment #1). The facility will maintain the Certificate of Understanding forms.

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DEFINITIONS

1. **Abusive Sexual Contacts**— Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person without his or her consent, or of a person who is unable to consent or refuse.
2. **Contractors**—any person or corporation, other than an employee of the West Virginia Division of Juvenile Services, who provides services on a recurring basis pursuant to a contractual agreement with the agency.
3. **Division PREA Compliance Manager**—A Central Office staff member who assists the Division PREA Coordinator to closely monitor the Facility PREA Compliance Managers to ensure PREA compliance.
4. **Division PREA Coordinator** – an upper-level management staff member designated by the Division of Juvenile Services with the authority and sufficient time to coordinate the mission, policies and implementation of all PREA standards agency-wide and to oversee compliance with the PREA standards in all of its facilities.
5. **Employee**—any person compensated by the State of West Virginia for work performed to include permanent employment, temporary employment and other employees of the State of West Virginia.
6. **Nonconsensual Sexual Acts**—Contact of any person without his or her consent, or of a person who is unable to consent or refuse; and
 - a. Contact between the penis and the vagina or the penis and the anus including penetration, however slight; or
 - b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
7. **PREA Compliance Manager** – A facility-level employee designated by the Division of Juvenile Services with sufficient time to coordinate and oversee each facility's efforts to comply with the PREA standards and to monitor, follow-up and respond to all PREA complaints within the facility in accordance with the PREA standard.
8. **PREA Counselor** – A facility-level employee designated by the Division of Juvenile Services as one who is trained for special counseling of a resident who may have been abused under the definitions of this policy.

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9. **Prison Rape Elimination Act (PREA)**—The Prison Rape Elimination Act of 2012 establishes a zero tolerance standard for the incidence of resident sexual assault and rape; makes prevention of resident sexual assault and rape a top priority in each facility; develops/implements national standards for the detection, prevention, and punishment of prison rape; increase available data and information of the incidence of resident sexual assault and rape; standardizes the definitions used for data collection; increase accountability of juvenile officials who fail to detect, prevent, reduce and punish prison rape; and protects the Eighth Amendment rights of federal, state and local juvenile residents.
10. **Professional Visitor**—any person having access to any of the agency's facilities, who provides a professional service to residents or employees, including, but not limited to, attorneys, paralegals, paraprofessionals, investigators (other than employees), law enforcement officers, clergy and unpaid interns.
11. **Resident**—any youth committed to the care and custody of the West Virginia Division of Juvenile Services by any court or judicial sanction. This definition includes youth assigned to such programs as day reporting and aftercare services.
12. **Sexual Misconduct**—for the purpose of this policy shall be defined as those definitions defined as nonconsensual sexual acts, abusive sexual contacts, staff sexual misconduct and staff sexual harassment.
13. **Staff Sexual Harassment**—Repeated verbal statements or comments of a sexual nature to a resident by employee, volunteer, official visitor, or agency representative, including:
 - a. Demeaning references to gender or derogatory comments about body or clothing, or
 - b. Profane or obscene language or gestures.
14. **Staff Sexual Misconduct**—Any behavior or act of a sexual nature directed toward a resident by an employee, volunteer, official visitor, or agency representative. Romantic relationships including conversations or correspondence between staff and residents are included. Consensual or nonconsensual sexual acts include:
 - a. Intentional touching of the genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, arouse, or gratify sexual desire, or
 - b. Completed, attempted, threatened, or requested sexual acts, or
 - c. Occurrences of indecent exposure, invasion of privacy, or staff voyeurism for sexual gratification.

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15. **Violation of Privacy Rights of Residents**—this includes, but is not limited to, the act or the attempted act of observing or interfering with a resident's personal affairs without a reasonable need to do so for the immediate safety and security of the juvenile resident, employees, or others within the facility or ones' caseload. Violations may include unreasonable intrusive viewing of a residents' use of shower, toilet, or in areas where residents dress, outside legitimate security or safety needs. Acts that may also be included consist of a person of the opposite sex failing to announce his/her presence when entering a housing unit in a non-emergency or scheduled situation (such as count times, room searches, etc.), reading personal mail or written materials of a resident when not required for safety and security of the facility or the juvenile.
16. **Visitors**—any person having access to any of the agency's facilities for personal and/or official reasons.
17. **Volunteer**—any person who, by mutual agreement with the agency, provides service without compensation, or who voluntarily assists residents, a facility or the agency in the course of duties without any type of compensation.

PURPOSE

The West Virginia Division of Juvenile Services has zero tolerance for instances of staff sexual misconduct or resident-on-resident sexual abuse. It is the policy of the West Virginia Division of Juvenile Services to protect, prevent and investigate any reports of sexual misconduct within any of its' facilities and/or community programs. With this said, it is the intent of this Policy to ensure that:

1. Employees, residents, contractors, volunteers, visitors and other agency employees are informed of the Divisions' "zero tolerance" philosophy in regards to sexual misconduct.
2. Standard procedures are in place at all facilities, to include community-based programs, to prevent, detect and report sexual misconduct.
3. Victims of sexual misconduct receive prompt and effective response to their physical, psychological, and security needs.
4. Allegations of sexual misconduct receive prompt intervention and investigation upon report.
5. Sexual conduct between staff and juveniles, volunteers, or contract personnel and juveniles, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions.
6. All facilities will have a locked box that a resident can use to report any incident of sexual misconduct anonymously. Complaints can be made via this lock box for which only Central

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Office staff members will access at least every fourteen (14) days. Additionally, staff and other personnel may use the box to anonymously report other instances, concerns and/or problems, if they so choose.

PREVENTION

Staff are responsible for understanding and participating in the prevention of sexual misconduct, as outlined in this Policy. Staff are also responsible for ensuring that, within seventy-two (72) hours of admission, residents receive and review an Intake Orientation pamphlet on Sexual Misconduct Prevention and Intervention (Attachment #2), preferably a PREA counselor, if possible. PREA training will be completed by a PREA counselor.

1. Intake Screening

- a. All residents entering a DJS facility are screened as directed by Health Services at that facility. The following steps should be taken:
 - i. Residents with a history of sexual victimization, which have been identified through the intake process (i.e.; from self report, review of available documentation, information from social workers, probation officers, etc.), should be referred to mental health services as soon as possible but no later than 14 days after intake. Staff should notify the Facility Superintendent/Director of the facility as well as the person responsible for the overall security of the facility. Appropriate steps should be taken to keep the individual separated from any known sexual perpetrators and direct monitoring should take place.
 - ii. Residents with a history of sexual predation, which have been identified through the intake process (i.e.; commitment orders, self report, review of available documentation, information from social workers, probation officer, etc.), should be referred to mental health services as soon as possible but no later than 14 days after intake. The Facility Superintendent/Director is to be notified as well as the person responsible for the overall security of the facility. Appropriate steps should be taken to keep the individual separated from any known sexual victims and close monitoring should take place.
 - iii. Any resident, while during the intake process, is suspected of being "At Risk" for victimization or for being a perpetrator, should be dealt with in the same manner as victims and predators are outlined above. They shall be reviewed by mental health services for an assessment of risk, treatment and management needs.

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- b. If possible, those at risk for becoming a victim should be assessed for being placed at another facility to include a facility of lesser security, depending on the current offense being charged or sentenced for, particularly if separation from predators can not be accomplished at the current facility.
- c. If a resident returns to DJS custody or is transferred within the Division, and records indicate that the resident has had PREA training within the past six (6) months, only the intake orientation with the PREA counselor is necessary. The resident should be scheduled to attend the next bi-annual PREA training.

2. Facility Operation

- a. All facilities should be assessed for areas in which the risk of staff sexual misconduct and/or resident-on-resident abuse may be successful without detection. Any such areas should be limited for resident movement, placement of surveillance cameras or other safety/security measures taken to ensure safety of both residents and staff.
- b. To ensure that any deficiencies in resident supervision are promptly identified and corrected, facility administrators and supervisors responsible for reviewing critical incidents should examine known areas where sexual abuse has occurred to assess and take corrective action regarding any physical barriers that may have enabled the abuse, any problems with staffing levels in those areas at different times of the day, and any needs for monitoring technology to supplement direct care staff supervision. A review will be conducted at least annually to determine the need for new or additional monitoring technology.
- c. Residents should not be permitted in residential areas of the opposite sex. Staff should be restricted as much as possible from being secluded with residents, especially during times that no other staff are present and/or during times of such activities as showering and sleeping.
- d. Staff will ensure that residents who are limited English proficient (LEP), deaf, and/or disabled residents as well as those residents who have limited reading skills or who are visually impaired understand their rights and responsibilities under PREA and have equal opportunity to participate in or benefit from all aspects of the division's efforts to prevent, detect, and respond to sexual abuse and sexual harassment.
- e. The facility prohibits the use of resident interpreters, youth readers or other types of resident assistants except in exigent circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties under PREA §115.364 or the investigation of the resident's allegations. All exigent circumstances must be documented.

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- f. Each facility will have a minimum of two staff members to serve as PREA counselors.

PREA COUNSELOR DUTIES

1. Complete one-on-one initial resident education within three (3) business days after intake.
2. Conduct comprehensive resident education class semiannually during the months of April and October.
3. All resident education information shall be entered and uploaded, when necessary, into the Offender Information System.
4. Complete initial training for staff, contractor staff and volunteers during orientation.
5. Be available to talk to residents in the event they feel their rights have been violated, and report complaints to the appropriate individuals.
6. Examine each facility PREA complaint. All complaints, whether valid or not, are to be reported to the Division PREA Coordinator.
 - a. If the incident involves resident-on-resident contact, the PREA counselor will gather, document and report facts regarding the incident reported to them. As the information is gathered, it is the responsibility of the PREA counselor to keep their facility chain of command, if appropriate, informed about the details of the incident as well as the Division PREA Coordinator, who will be updated accordingly and the information will be entered into the appropriate database. The PREA counselor is to continue any investigation to its conclusion regardless of whether the alleged victim recants, denies or wishes to not pursue the allegation.
 - b. If the incident involves resident contact with an employee, contractor, visitor or volunteer, the PREA counselor will immediately cease gathering information about the incident and notify the Division PREA Coordinator, and a Division investigator will be assigned.

FIRST RESPONDERS/REPORTING REQUIREMENTS

1. Any person can essentially be a first responder. A first responder is any person who:
 - a. Witnessed the act of sexual misconduct,
 - b. Witnessed the perpetrator leaving the area of the victim,

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- c. Witnessed the victim immediately following an incident,
 - d. Was the person that the victim felt comfortable reporting the occurrence to, or
 - e. Was the person that received information (confidential or otherwise) that an alleged incident occurred.
2. The first responsibility of a first responder is to separate the victim from the perpetrator. The safety of the victim is the first priority.
3. **Staff/First Responder Requirements**
- a. All employees, professional visitors, volunteers, contract staff and/or other agency employees that have knowledge of, or is witness to any sexual misconduct, are required to report such as follows:
 - i. All employees, professional visitors, volunteers, contract staff and/or other agency employees are to report any knowledge of any act of sexual misconduct to any staff member available at the time that they become aware of the known or alleged act of sexual misconduct.
 - ii. All Division employees are required to contact the Central Office Administrative Duty Officer and the Facility Superintendent/Director and their facility's PREA counselor when knowledge becomes known to them or they witnessed the act itself.
 - iii. All employees, professional visitors, volunteers, contract staff and/or other agency employees are responsible for reporting any known or alleged acts to the Department of Health and Human Resources (DHHR), Institutional Investigation Unit (IIU) at 1-800-352-6513, however, any time that a suspected event is reported to IIU, the Central Office Administrative Duty Officer and Facility Superintendent/Director are to be contacted also.
 - iv. The first responder, if not a witness, should gather the following information prior to reporting such alleged misconduct. The name of the victim and alleged perpetrator, where the alleged event took place, and how long ago it took place. If the abuse occurred within a time period that still allows for the collection of physical evidence, the scene of the alleged incident should be secured as indicated in Policy 324.00 – Crime Scenes and Physical Evidence Preservation, Attachment #2 – Institutional Plan for First Responders.
 - v. All information regarding any sexual misconduct is to be kept confidential and reporting or revealing any information related to a sexual abuse report is

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prohibited other than to the extent necessary to make treatment, investigation, and other security and management decisions.

- b. Reporting requirements are mandatory under West Virginia Code §49-2-803 and West Virginia Division of Juvenile Services Policy 335.00 – Facility Child Abuse and Neglect. Any employee failing to report such behaviors, whether alleged or otherwise, will be subjected to disciplinary actions. Failure of volunteers, contract staff, professional visitors and other agency employees to report such behaviors, whether alleged or otherwise, can result in loss of entry to the facility.

4. Resident Reporting

- a. Any resident victim or any other resident having knowledge of any sexual misconduct, retaliation for reporting sexual misconduct or staff neglect that contributed to an incident of sexual misconduct has the responsibility to report such knowledge. The following are several ways in which residents may report such knowledge:
 - i. Any resident may report any knowledge of such event to the PREA counselor or any staff person.
 - ii. Any resident may report any such knowledge via resident grievance procedure.
 - iii. Any resident may report any such knowledge anonymously via locked boxes made available in the facility.
 - iv. Any resident may call the Division's Sexual Abuse toll-free hot-line (1-855-366-0015).
 - v. Any resident may report any incident of sexual abuse on the Resident Satisfaction Survey upon their departure from the facility, if it is available.
 - vi. Any resident may report to Supreme Court Juvenile Justice Commission via United States Mail (pre-addressed envelopes provided with postage pre-paid)
- b. Any resident who is a victim of sexual misconduct will receive medical, crisis intervention, mental health treatment and any type of long-term follow-up care as needed from the Division of Juvenile Services. If necessary, victims of sexual assault are referred under appropriate security provisions to a hospital for treatment and gathering of evidence.

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- c. Any resident who is identified as an abuser will be given a mental health evaluation and offered treatment if appropriate within 14 days.

5. Resident PREA Grievance Procedure – There is a PREA procedure available to all residents in the custody of the Division of Juvenile Services. These steps could include PREA Counselor, PREA Compliance Manager, and/or the Division Investigative Unit.

- a. Residents are informed of the PREA procedure upon intake at the facility. There is no time limit for the filing of a resident PREA grievance.
- b. Staff are to report and document any allegation of sexual misconduct whether made verbally, in writing, anonymously or by a third party. Resident-on-resident sexual misconduct is to be reported via incident report in OIS and staff-on-resident sexual misconduct is to be reported via confidential report in OIS before the end of their current shift.
- c. Residents have several options for reporting a PREA complaint, which includes, but is not limited to:
 - i. PREA Counselor,
 - ii. Any staff member,
 - iii. PREA Compliance Manager,
 - iv. Locked PREA Box,
 - v. Grievance Box,
 - vi. Child Abuse Hot Line (1-800-352-6513),
 - vii. Division's Sexual Abuse toll-free hot-line (1-855-366-0015),
 - viii. DJS Website (www.djs.wv.gov),
 - ix. Supreme Court Juvenile Justice Commission via United States Mail (pre-addressed envelopes provided with postage pre-paid)
- d. PREA Grievance Process
 - ii. If a PREA complaint is reported to facility staff, that staff member will forward the complaint to the PREA counselor, for the following procedures:

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- 1) If the incident involves resident-on-resident contact, the PREA counselor will complete an incident report in OIS and keep the PREA Coordinator apprised of the situation as well as others in the facility chain of command, when appropriate.
 - 2) If the incident involves resident contact with an employee, contractor, visitor or volunteer, the PREA counselor will complete a confidential incident report in OIS and notify the Division PREA Coordinator about the incident. The Division PREA Coordinator will assign an investigator.
 - 3) A resident shall not be required to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.
- iii. A resident may submit a written and signed PREA Complaint to be placed in a locked PREA Box located in an easily accessible area. (Any resident who has difficulty writing shall receive assistance in preparing their PREA complaint, if requested.) This box can only be opened by a staff member of Central Office and will be checked at least every two weeks.
- iv. PREA grievances will be processed immediately but no later than 24 hours of retrieval. Final determination regarding the merits of the grievance will be made upon completion of the investigation within 30 days. Extensions may be approved by the Director of Investigations, who will notify the resident in writing of any such extension and provide a date by which a decision will be made.
- v. At the conclusion of the investigation, written notification of the result (substantiated, unsubstantiated or unfounded) will be given to the resident who has made the original allegation by the facility PREA compliance manager if it is a resident-on-resident complaint. For staff-on-resident complaints, the Director of Investigations will provide written notification to the resident.
- 1) For resident-on-resident allegations, the resident who made the allegation will be informed whenever the Division has learned that the alleged abuser has been indicted/convicted on a charge related to sexual abuse within the facility, and
 - 2) For staff-on-resident allegations, the resident will be informed whenever the staff member is no longer posted within the resident's unit or facility or has been indicted/convicted on a

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charge related to sexual abuse within the facility.

- vi. The facility will not discipline a resident for filing a grievance alleging sexual abuse unless the investigation demonstrates that the resident filed the grievance in bad faith.

THIRD-PARTY PREA COMPLAINTS – All complaints filed by a third-party on behalf of residents or former residents will be entered into the OIS System and forwarded to the Division PREA Coordinator.

1. Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents.
2. If a third party, other than a parent or legal guardian, files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also request the alleged victim to personally pursue any subsequent steps in the administrative remedy process.
3. Third-party reporting of sexual abuse, sexual harassment and youth or staff seeking relief against retaliation for reporting the same can also be accomplished by calling the Division's Sexual Abuse toll-free hotline at 1-855-366-0015 or on the Division's website at www.djs.wv.gov
4. If the resident declines to have the request processed on his or her behalf, the agency shall document the resident's decision.

INVESTIGATIONS - All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment and/or counseling are retained according to the established schedule as outlined below:

1. All persons having any knowledge of or reason to suspect that sexual misconduct has taken place, is subject to questioning by person(s) investigating such allegations. Failure to cooperate with the investigation, such as withholding known information, withholding evidence or giving false statements will result in disciplinary action.
2. All persons having any knowledge, suspicion, or information they received regarding an incident of sexual abuse or sexual harassment that occurred in a facility, retaliation against any resident or staff who reported such an incident, or any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation are required to report immediately.

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3. All allegations of sexual misconduct will be taken seriously and investigated thoroughly by trained investigators. Investigations will be conducted in a timely manner and the investigator shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated. Findings will be reported to the Director of Juvenile Services at the conclusion of the investigation. An investigation will proceed and not be terminated even if the allegation is recanted by the resident or the employee leaves employment with the agency.
4. The investigator for each particular investigation will be selected by the Director of Juvenile Services. The gender of the victim and the gender of the investigator should be taken into consideration when making the selection.
5. If during the internal investigation, it has been determined that a criminal act has or may have occurred, the investigation shall be turned over to outside law enforcement.
6. Protection of witnesses and the victim shall be paramount throughout the investigation process. The Facility Superintendent/Director will ensure that any employee who has an allegation of sexual abuse/harassment against them will not have contact with that resident until the investigation can be completed. The Facility Superintendent/Director will ensure that any resident with an allegation of sexual abuse/harassment against another resident is separated from the other resident and can be transferred to another facility/unit, if deemed necessary.
7. Results of investigations must be reported to the Bureau of Justice Statistics under certain categories: (a) substantiated, (b) unsubstantiated, and (c) unfounded.
8. A copy of all incident reports and related paperwork will be forwarded to the Division's Director of Investigations and retained with the corresponding investigation. DJS will retain all written investigations and as long as the alleged abuser is committed or employed plus five years unless the abuse was committed by a juvenile resident and applicable law requires a shorter period of retention.
9. Any effort to hinder or impede an employee or resident from reporting an incident or retaliation by any employee or resident to any person reporting such activity will be dealt with through the disciplinary process.
10. For any individual who expresses a fear of retaliation who has participated with or cooperated in an investigation of sexual abuse or sexual harassment against a resident, the Division shall protect that individual against retaliation.

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TRAINING

1. Employee Training – The Division's Training Coordinator shall ensure that a lesson plan is written and implemented that covers the following areas:
 - a. Prevention of sexual misconduct to include: elimination of areas within a facility where residents are permitted that direct surveillance of that area is not covered by direct sight or camera; proper intake screening and assessment; importance of including residents in a prevention program; and, proper supervision of residents.
 - b. Detection of sexual misconduct: what some of the indicators are of this activity occurring and some of the indicators that a person has been victimized.
 - c. Intervention by means of reporting requirements to include how to report, coordination of responding and, if applicable, how to secure a suspected crime scene.
 - d. After effects by means of appropriate counseling and therapy for the victim(s) to include mental health and medical follow-up. Continued protection for victims and witnesses, action plans for further prevention, and dealing with false allegations.
2. All facility PREA Compliance Managers, PREA counselors and Division investigators will receive specialized training as required that will be coordinated through the Division PREA Coordinator.
3. Training on sexual misconduct should be part of orientation for all new employees, residents (See Attachment #2), contract employees, volunteers and all other persons having direct contact with any resident.
4. Training on sexual misconduct should also become a part of annual training for all existing employees, residents, contract employees, volunteers and all other current/on going persons having direct contact with any resident.
5. Resident Training – Resident training/education of sexual misconduct will take place within three (3) business days after intake and should include the following topics:
 - a. Definitions of sexually abusive behavior,
 - b. Prevention/intervention strategies the resident can take to minimize his/her risk of sexual victimization,
 - c. Self-protection strategies to help the resident recognize signs of sexual predators,

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- d. Methods of reporting an incident of sexual misconduct against oneself, and for reporting allegations of sexually abusive behavior involving other residents,
 - e. Treatment options and programs available to resident victims of sexual abuse,
 - f. Monitoring, discipline and or prosecution of sexual perpetrators, and
 - g. Disciplinary process for those reporting false allegations.
6. In addition to the initial training upon intake, all residents in the Division's custody will receive PREA training biannually, explicitly during the months of April and October. All training for both initial and semi-annual training will be entered into OIS.
 7. Resident Intake – Information will be communicated orally and in writing via the resident handbook to each resident upon arrival at the facility. Residents will be screened within 24 hours of arrival at the facility for a history of 1) potential victimization or 2) sexually assaultive behavior. Such juveniles are identified, monitored, counseled and provided appropriate treatment. Housing assignments will be made accordingly.

REVIEWS

1. A steering committee comprised of The Division Director, Deputy Director, Division Assistant Directors, Legal Department, Field Representative(s) and ad hoc members as deemed appropriate by the Division PREA Coordinator will meet at least annually.
2. Facility Superintendents/Directors with the highest and lowest number of PREA incidents for the previous year will report to the committee meeting.
3. The steering committee will identify problem areas to include:
 - a. Physical plant issues,
 - b. Staffing shortages,
 - c. Staff training deficiencies,
 - d. Resident education,
 - e. Staff negligence,
 - f. Budget constraints,
 - g. Operations shortcomings, and

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h. Procedural concerns.

4. The PREA Compliance Manager will conduct a sexual abuse incident review at the conclusion of every resident-on-resident sexual abuse investigation (conducted by facility PREA personnel) within thirty (30) days, unless the allegation has been determined to be unfounded.
5. The Division PREA Coordinator will conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation conducted by the Division Investigators within thirty (30) days, unless the allegation has been determined to be unfounded.
6. To prevent retaliation, the Division PREA Compliance Manager shall monitor, for at least 90 days following a report of sexual abuse, the conduct or treatment of residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly to remedy any such retaliation. The Division PREA Compliance Manager shall monitor resident disciplinary reports, housing, program changes, negative performance reviews, or reassignments of staff. In the case of residents, such monitoring shall also include periodic status checks. The Division PREA Compliance Manager shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need. The obligation to monitor shall terminate if it is determined the allegation is unfounded.
7. A review team will consist of staff from administration, line supervisors, investigators and medical or mental health practitioners. The review team shall:
 - a. Consider whether the finding requires a need to change policy or operational procedures to better prevent, detect, or respond to sexual abuse,
 - b. Consider whether the incident or allegation was motivated by race, ethnicity, gender identity, lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status,
 - c. Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse,
 - d. Assess the adequacy of staffing levels in that area during different shifts,
 - e. Assess whether monitoring technology should be increased, and
 - f. Prepare a report of its findings to include recommendations for improvement and submit such report to the Division PREA Coordinator.

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8. If recommendations from the report are unable to be implemented, the reasons shall be documented and attached with the report.

DATA COLLECTION

1. The Division collects accurate, uniform data for every allegation of sexual abuse at the facilities under its control using the PREA Incident Review data from OIS. The PREA Incident Review includes, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the United States Department of Justice. The Division maintains, reviews, and collects data as needed from all available incident-based documents including reports, investigation files, and sexual abuse incident reviews.
2. The Division PREA Coordinator will review, analyze and use all sexual abuse data, including incident-based and aggregated data, to assess and improve the effectiveness of the agency sexual abuse prevention, detection and response policies, practices and training. The Division PREA Coordinator will ensure that all collected data is securely retained.
3. The Division PREA Coordinator will maintain a current link on the Division of Juvenile Services website to provide PREA information to the public.
4. The Division will maintain sexual abuse data collected pursuant to PREA §115.387 for at least 10 years after the date of its initial collection unless Federal, State, or local laws requires otherwise. In addition to the required 10 years, the Division will maintain data on all staff/contractors/volunteers/interns for an additional five years after the staff/contractor/volunteer/intern no longer works or is involved with the Division.
5. The Division PREA Coordinator will submit an Annual Report with redacted material to the Division Director for publication approval for release on the DJS PREA website. Before making aggregated sexual abuse data publicly available, the Division will remove all personal identifiers.

AUDITS AND MONITORING

1. The facility PREA Compliance Manager will complete the Department of Justice PREA Pre-Audit Questionnaire and self-audits via reports required by the Division PREA Coordinator.
2. The Division PREA Coordinator, the Division PREA Compliance Manager and the facility PREA Compliance Managers will monitor all DJS facilities to determine compliance with the national PREA standards.

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3. The Division PREA Coordinator will work on behalf of the Division to recommend Department of Justice Certified Auditors to conduct an independent audit of West Virginia Division of Juvenile Services facilities.


DISTRIBUTION

1. A copy of this policy shall be included in the facility's emergency plans binder which is kept in central control.
2. This policy will be adopted in its entirety and no operation procedure will be required.

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

10/6/15

CERTIFICATE OF UNDERSTANDING

I, _____, an intern/contracted employee/volunteer
(Print Name)
of the Division of Juvenile Services at _____,
(Name of Facility)
do hereby affirm that I have read and understand Policy #151.00, Prison Rape Elimination
Act (PREA).

SIGNATURE

DATE

WITNESS

DATE

Did you know?.....

- ⇒ Rape and sexual assault happens to people of all ages.
- ⇒ Rape and sexual assault can happen to males and females
- ⇒ Sexual Assault is about power and violence. It is not about love.
- ⇒ Sexual assault has nothing to do with sexual orientation.
- ⇒ Victims and offenders may be either heterosexual or homosexual.
- ⇒ The fact that a victim of sexual assault became sexually aroused does not mean they were not raped or that they gave consent.. These are normal, involuntary reactions.
- ⇒ Any sexual contact between staff and youth is against the law.
- ⇒ It is common for survivors of sexual assault to have feelings of embarrassment, anger, guilt, panic, depression and fear even several months or years after an attack.

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

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

You will be issued disciplinary action and an investigation will take place. The State Police will be notified. You will face consequences from WV Division of Juvenile Services and you may face additional criminal charges. If you are found guilty, your time may be increased, you may face transfer to a more secure facility, and you could face life long reporting requirements after release. You may also face adult prison time.

Consider that unprotected sex increases your risk of HIV infection, along with exposing you to other sexually transmitted diseases.

If you have trouble controlling your actions, ask for help from your PREA Counselor, Treatment Staff or anyone your comfortable with. Stay busy with positive activities like school, community service, letter writing or physical exercise.

DJS PREA Hotline 1-855-366-0015

West Virginia Division of Juvenile Services

1200 Quarrier Street, 2nd Floor
Charleston, WV 25301

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

Website: www.wvdjs.state.wv.us

DIVISION OF JUVENILE SERVICES

PREA Prison Rape Elimination Act

WHAT YOU SHOULD KNOW ABOUT SEXUAL ABUSE AND ASSAULT

A Division of
Department of Military
Affairs and Public Safety

What is Sexual Assault?

Sexual assault is defined as "Any contact between the sex organ of one person and the sex organ, mouth or anus of another person or intrusion of any part of the body of the person, or of any object into the sex organ, mouth or anus of another person, by use of force." The offender uses sex as a weapon to assault the body, the mind psyche and spirit.

Sexual assault affects everyone, either directly or through the experiences of those we care about. It can affect any male or female of any age, race, ethnic group, socioeconomic status, sexual orientation or disability.

No resident or staff member ever has the right to ask you for a sexual favor or to have sex with you. Even consensual sex is illegal in our facilities.

The WV Division of Juvenile Services has zero tolerance for sexual abuse and sexual assault.

How to avoid rape...

The only way rape can be prevented is when a potential rapist chooses NOT to rape. However, you may avoid an attack by keeping the following safety guidelines in mind:

- ♦ Be aware of situations that make you feel uncomfortable. Trust your instincts. If it feels wrong, **TELL A STAFF MEMBER THAT YOU TRUST.**
- ♦ Don't be afraid to say "NO" or "STOP IT NOW."
- ♦ Walk and stand with confidence. Many rapists choose victims who look like they won't fight back or are emotionally weak.
- ♦ Avoid talking about sex or being partially dressed. These things may be considered a come on, or make another resident believe that you have an interest in a sexual relationship.
- ♦ Do not accept items or gifts from other residents. Placing yourself in debt to another resident can lead to the expectation of repaying the debt with sexual favors.
- ♦ Avoid secluded areas. Position yourself in plain view of staff members. If you are being pressured for sex, report it to a staff person immediately.

What to do if you are assaulted...



Although an attacker may threaten to harm you, **REPORT THE ATTACK TO A STAFF MEMBER IMMEDIATELY!** The longer you wait to report the attack, the more power you give to the perpetrator.

If you wait it will be more difficult to obtain the evidence necessary for an investigation.

Request to see the nurse for immediate medical attention. You may have serious injuries that you are not aware of, and any sexual contact can expose you to sexually transmitted diseases.

Do not shower, brush your teeth, use the restroom or change your clothes. You may destroy important evidence.

If you have been assaulted or witness an assault, but you are unwilling to report it to DJS staff, you may fill out a grievance form, write a note, request to see the nurse or counselor; or you may use the Confidential PREA box that is only accessed by Central Office staff (checked every 14 days); or see your Counselor to call the DJS Hotline @ 1-855-366-0015

 WEST VIRGINIA DIVISION OF JUVENILE SERVICES		POLICY NUMBER: 	PAGES: 2
CHAPTER: Institutional Operations	REFERENCE AND RELATED STANDARDS: WV Code Chapter §§ 49-5-16a and 49-5E-1 et seq.; ACA 3-JTS-3A-23/24/25; ACA 3-JDF-3A-23/24/25; and ACA 3-JCRF-3A-13		
SUBJECT: Tools and Equipment			
DATE: October 1, 2007			

POLICY

It is the policy of the West Virginia Division of Juvenile Services to maintain a mechanism that ensures the dissemination of appropriate guidelines and procedures governing the control and use of tools and culinary and medical equipment.

CANCELLATION

This is a new policy.

APPLICABILITY

This Policy applies to ALL Division of Juvenile Services' Facilities.

PROCEDURES

1. Tools and utensils that can cause both death and serious injury (i.e., hacksaws, welding equipment, butcher knives, barber shears, etc.) shall be locked in control panels (and/or other appropriate securely locked cabinets or secure boxes) and issued in accordance with a prescribed system.
2. Provisions shall be made to govern the control and use of tools, culinary and medical equipment.
3. Provisions shall be outlined for the use and security of facility vehicles. Responsibility and keys for certain vehicles may be assigned to specific staff, but the pool of vehicles should be controlled by one person.

Chapter	Subject	Policy #	Page
Institutional Operations	Tools and Equipment	309.00	2 of 2

4. Provisions shall be outlined which govern the use of personal vehicles for official purposes and the limits of facility liability for such use.
5. 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:

Dale Humphreys
Director

Oct 1, 2007
Date

Chapter	Subject	Policy #	Page
Institutional Operations	Contractor/Vendor Escorts and Security Protocol	311.00	2 of 4

- a. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - b. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - c. Has been civilly or administratively adjudicated to have engaged in the activity described above.
3. The Division shall consider any incidents of sexual harassment in determining whether to enlist the services of any contractor or vendor who may have contact with residents.
4. Contractor/vendor personnel applicants:
 - a. Will read and sign the Background Check and Acknowledgements form. (Attachment #1)
 - b. Will read Policy 143.00 – Confidentiality of Information and sign a certificate of understanding attached to said policy.
 - c. Will read the attached Prison Rape Elimination Act pamphlet (Attachment #2) for contractors/vendor personnel and initial the appropriate space on the Acknowledgements form.
5. All approved contract/vendor personnel will be issued a "Visitor's Pass" or a DJS-approved identification badge.
6. Key Control – All keys, to include vehicle, personal and/or equipment keys of contracted personnel brought into or issued by the facility are subject to facility key control procedures.
7. 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.

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Institutional Operations	Contractor/Vendor Escorts and Security Protocol	311.00	3 of 4

8. 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.
9. Contraband Issues – Contraband will be defined by the Facility Superintendent/Director and will be strictly enforced.
10. 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.
11. Any contractor/vendor who engages in sexual abuse/sexual harassment shall be prohibited from contact with residents and shall be reported to law enforcement agencies and relevant licensing bodies.
12. Construction Contractor Compliance Checklist – The Facility Superintendent/Director will ensure that a checklist is developed and implemented 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.
 - 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.

Chapter	Subject	Policy #	Page
Institutional Operations	Contractor/Vendor Escorts and Security Protocol	311.00	4 of 4

13. Each facility will have in place an operational procedure 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:

 7/1/15
Director Date

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

Date: _____

Contractor/Vendor Name: _____

Individual Full Name (print): _____

SS#: _____ DOB: _____

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

_____ 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.

_____ 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.

_____ 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.

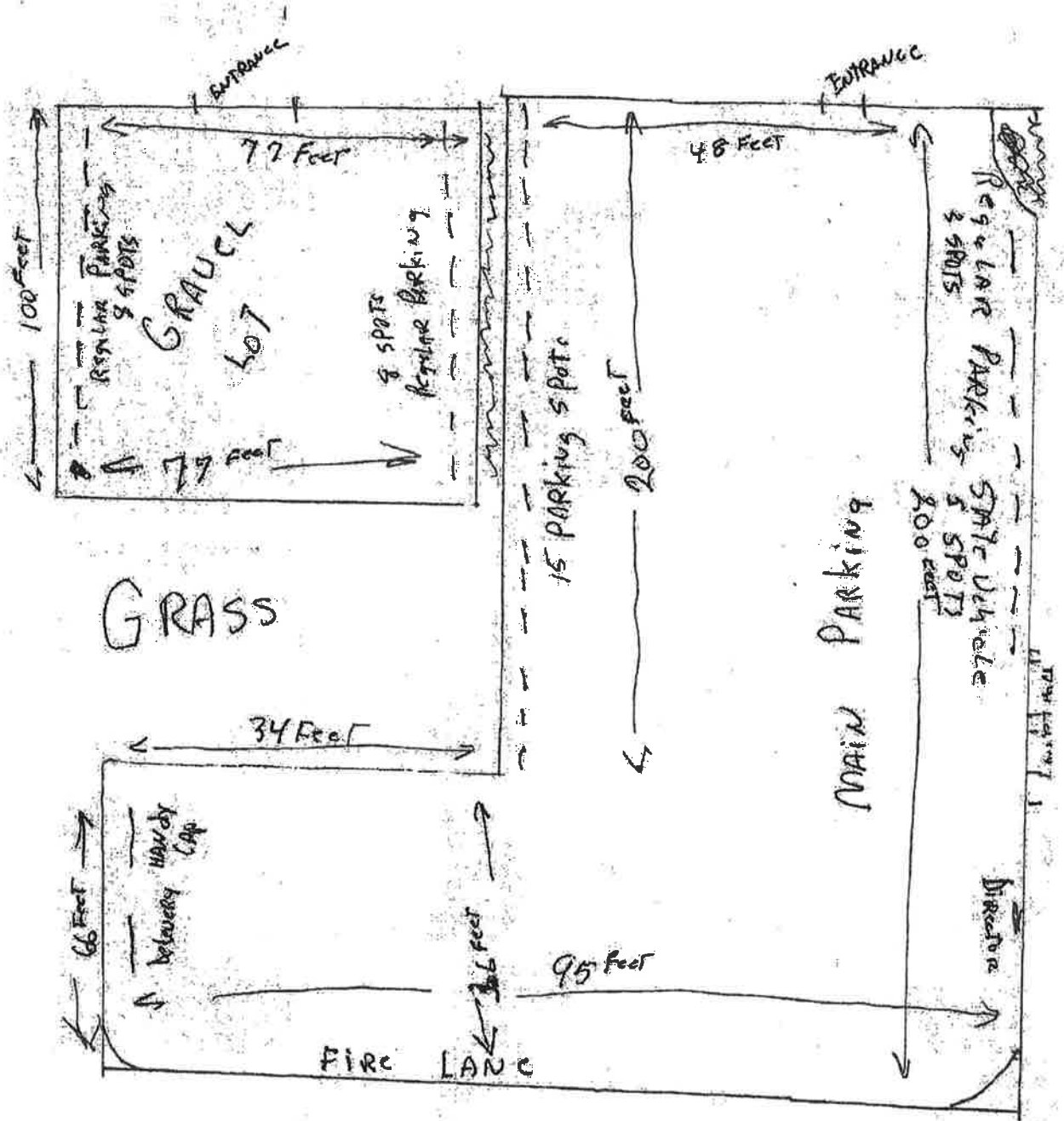
_____ I acknowledge that any tools/chemicals substances that I bring onto the premises will be only those tools/chemical substances needed for the job/service required and that I will maintain control of those items the entire time I am on grounds at the facility. I will ensure that all tools/chemical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

_____ 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.

Individual Full Name (print): _____

Signature: _____

Exhibit D



MAIN Building



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

STATE OF WEST VIRGINIA,

COUNTY OF Wood **, TO-WIT:**

I, Roger Thomas, after being first duly sworn, depose and state as follows:

1. I am an employee of Kelly Paving, Inc.; and,
(Company Name)
2. I do hereby attest that Kelly Paving, Inc.
(Company Name)

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

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

Printed Name: Roger Thomas

Signature: Roger Thomas

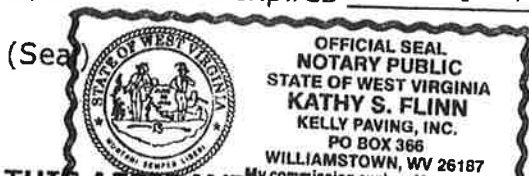
Title: Vice President

Company Name: Kelly Paving, Inc.

Date: 5/4/17

Taken, subscribed and sworn to before me this 4th day of May, 2017.

By Commission expires May 14, 2021



Kathy S. Flinn
(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.

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) _____ of _____ (E) _____ as Principal, and _____ (F) _____ of _____ (G) _____ of the State of _____ (H) _____ a corporation organized and existing under the laws 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 Oblige, 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 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, 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.

Agency WVDOT PURCHASING DIVISION
 REQ.P.O# 0621 DJS1700000011

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kelly Paving, Inc.
 of P.O. Box 366 Williamstown, WV 26187, as Principal, and Ohio Farmers Insurance Company/Travelers Casualty
and Surety Company of America
 of 4125 Highlander Parkway, Richfield, Oh 44286, a corporation organized and existing under the laws of the State of Ohio/ Connecticut with its principal office in the City of Westfield, OH/Hartford, CT, as Surety, are held and firmly bound unto the State of West Virginia, as Oblgee, in the penal sum of Five Percent of Bid (\$ 5% of Bid) 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 Parking Lot Paving, Sealing and Striping-Lorrie Yeager

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 Oblgee 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 4th day of May, 2017.

Principal Seal

Kelly Paving, Inc.

(Name of Principal)

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

Vice President

(Title)

Ohio Farmers Insurance Company/Travelers Casualty
and Surety Company of America

(Name of Surety)

Surety Seal

Lori A. Proch

Attorney-in-Fact Lori A. Proch

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.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3417352 12

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
LOUIS A. COLAGROSSI, MARY ANN COPLEY, BRUCE W. LOCKHART, LORI A. PROCH, GARY E. ROADRUCK, STEPHANIE A. ROOK, LINKA V. ROESER, KYP L. ROSS, FAITH A. STUDENY, KATHY VAN TASSEL, MARK N. COLEMAN, ELAINA M. MCGRATH, JEREMY S. BALL, TERESA BENNETT, SUE A. BRANDAL, KRISTINE M. HEINRICH, JOINTLY OR SEVERALLY

of **ROCKY RIVER** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

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

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

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of FEBRUARY A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio
County of Medina

ss.:

On this 10th day of FEBRUARY A.D., 2017, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of May A.D., 2017



Frank A. Carrino

Frank A. Carrino, Secretary

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **OHIO FARMERS INSURANCE COMPANY**, domiciled in the State of **OHIO**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

CASUALTY - ARTICLE 1, SECTION 10(e)

FIRE - ARTICLE 1, SECTION 10(c)

MARINE - ARTICLE 1, SECTION 10(d)

SURETY - ARTICLE 1, SECTION 10(f) (1)

SURETY - ARTICLE 1, SECTION 10(f) (2)

SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2017, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(b), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2016.

A handwritten signature in cursive script that reads "Michael D. Riley".

Michael D. Riley
Insurance Commissioner

NAIC # 24104

WV File # 0553

**Financial
Statement**

December 31, 2016

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
DECEMBER 31, 2016
(in thousands)**

Cash, cash equivalents, and short term investments	67,607
Bonds	466,965
Stocks	157,642
Subsidiaries	1,937,213
Real estate	55,762
Premiums receivable	123,134
Other assets	156,381
Total admitted assets	2,964,704
Reserve for unearned premiums	168,559
Reserve for unpaid losses and loss expenses	308,833
Reserve for taxes and other liabilities	275,444
Total liabilities	752,836
Surplus to policyholders	2,211,868
Total surplus	2,211,868
Total liabilities and surplus	2,964,704

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State ofWest Virginia..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2016.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Senior Executive

Sworn to before me this 8th day of February A.D. 2017.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

232022

Certificate No. 007192799

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kyp L. Ross, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Lori A. Proch, Faith A. Studeny, Jeremy S. Ball, Linka V. Roeser, Mark N. Coleman, Stephanie A. Rook, Gary E. Roadruck, David J. Black, Mary Ann Copley, Elaina M McGrath, Teresa Bennett, Sue A. Brandal, and Kristine M. Heinrich

of the City of Richfield, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 18th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, domiciled in the State of **CONNECTICUT**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)
CASUALTY - ARTICLE 1, SECTION 10(e)
CASUALTY - ARTICLE 1, SECTION 10(e)(14)
FIRE - ARTICLE 1, SECTION 10(c)
MARINE - ARTICLE 1, SECTION 10(d)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2017, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2016.

A handwritten signature in cursive script that reads "Michael D. Riley".

Michael D. Riley
Insurance Commissioner

NAIC # 31194
WV File # 0069

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2016

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 3,632,716,349	UNEARNED PREMIUMS	\$ 881,177,858
STOCKS	310,194,103	LOSSES	751,751,088
PREMIUM BALANCES	243,315,535	LOSS ADJUSTMENT EXPENSES	243,702,829
CASH AND INVESTED CASH	204,299,852	COMMISSIONS	26,918,117
INVESTMENT INCOME DUE AND ACCRUED	42,746,391	TAXES, LICENSES AND FEES	10,664,757
OTHER INVESTED ASSETS	3,343,421	OTHER EXPENSES	28,165,714
NET DEFERRED TAX ASSET	68,860,340	CURRENT FEDERAL AND FOREIGN INCOME TAXES	17,105,679
REINSURANCE RECOVERABLE	15,905,985	REMITTANCES AND ITEMS NOT ALLOCATED	3,576,469
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,048,445	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	72,560,698
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	24,172,079	RETROACTIVE REINSURANCE RESERVE ASSUMED	980,675
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	8,935,664
FUNDS HELD BY/DEPOSITED WITH REINSURED COMPANIES	693,881	PROVISION FOR REINSURANCE	3,834,904
OTHER ASSETS	6,460,103	REINSURANCE PAYABLE ON PAID LOSS ADJUSTMENTS EXPENSES	591,157
		ADVANCE PREMIUM	1,157,779
		PAYABLE FOR SECURITIES LENDING	13,048,445
		PAYABLE FOR SECURITIES	59,075,015
		CEDED REINSURANCE NET PREMIUMS PAYABLE	40,829,534
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,595,352
		TOTAL LIABILITIES	\$ 2,165,671,734
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,958,394,137
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,398,677,897
TOTAL ASSETS	\$ 4,564,349,631	TOTAL LIABILITIES & SURPLUS	\$ 4,564,349,631

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

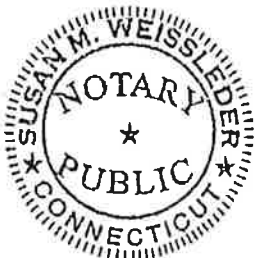
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 30TH DAY OF JUNE, 2016.

Michael J. Doody
SECOND VICE PRESIDENT

Susan M. Weissleder
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF AUGUST, 2016

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017



WV-75
Created 07/18/12



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

WV-75 Construction Bid Submission Review Form

Created June 18, 2012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Kelly Paving, Inc.

Authorized Signature: *Roger Thomas* Date: 5/4/17

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2017.

My Commission expires May 14, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Kathy S. Flinn
Purchasing Affidavit (Revised 08/01/2015)