



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

## Request for Quotation

RFQ NUMBER

DBSM2131

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

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SCHOOL FOR THE DEAF & BLIND  
RECEIVING DEPARTMENT

301 EAST MAIN STREET  
ROMNEY, WV  
26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2006				

BID OPENING DATE: 09/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		910-25		
FURNISH/INSTALL POLYTURF ATHLETIC SURFACE						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA SCHOOL FOR THE DEAF AND BLIND IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE FURNISHMENT AND INSTALLATION OF A POLYTURF ATHLETIC SURFACE PER THE ATTACHED SPECIFICATIONS.						
SURFACE MUST BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AT 1/8" THICKNESS OVER AN AREA APPROXIMATELY 6,256 SQ FT.						
VENDORS ARE TO INCLUDE: A COMPLETE RESURFACING INSTALLATION INCLUDING REPAIRS OF ALL SPLITS AND GOUGES, APPLICATION OF 1/8" POLYURETHANE, COATINGS AND GAME LINES AS THEY CURRENTLY EXIST IN THEIR QUOTATION.						
EXCLUSIONS ARE: WALL BASE, THRESHOLDS, GAME INSERTS, AND PROTECTION AFTER COMPLETION.						
WORK MUST BE COMPLETED DURING THE PERIOD OF OCTOBER 21, 2006 THROUGH NOVEMBER 5, 2006.						
WARRANTY DATES WILL BE ESTABLISHED BY CHANGE ORDER UPON INSTALLATION AND ACCEPTANCE OF THE PRODUCT BY THE AGENCY.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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Department of Administration  
Purchasing Division  
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<p>A MANDATORY PRE-BID MEETING WILL BE HELD AT THE AGENCY'S LOCATION IN ROMNEY, WEST VIRGINIA. VENDOR'S FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS RFQ. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN THE DATES OF 10/21/2006 AND 11/5/2006. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p>						
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09/12/2006

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01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.						
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT I						

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	<p>20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR</p>					

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4	.....				
	NO. 5	.....				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
.....SIGNATURE						
.....COMPANY						
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: .....						

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CONTRACTORS LICENSE NO.: .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: 21		
				REQ. NO.: DBSM2131		
				BID OPENING DATE: 09/12/2006		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
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				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				-----		
				***** THIS IS THE END OF RFQ DBSM2131 ***** TOTAL:		

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## RESURFACING POLYURETHANE ATHLETIC FLOORING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Resurfacing of synthetic flooring system where shown on the drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- C. Description of the flooring system:
  - 1. The urethane flooring system shall include a poured-in-place, full depth, seamless system in which the topping component consists of **Polyturf** urethane synthetic compounds and shall be continuously bonded to the substrate and produce a monolithic wearing surface.

#### 1.2 REFERENCES

- A. Applicable Publications: The following publications form a part of this specification to the extent of the referenced thereto.
  - 1. American Society of Testing and Materials.

#### 1.3 SUBMITTALS

- A. Product data: Submit the following in accordance with the approved submittal schedule:
  - 1. Materials list of items proposed to be provided under this Section.

2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
3. Color samples showing colors and finishes currently available in the proposed products.
4. Manufacturer's recommended installation procedures which, when approved by WVSDB will become the basis for accepting or rejecting actual installation procedures used on the Work.
5. Manufacturer's recommended care and maintenance instructions.
6. Manufacturer's warranty.

#### 1.4 QUALITY ASSURANCE

- A. Qualifications: Installer/manufacturer of the **Polyturf** flooring system shall have a minimum of ten years experience in the application of poured-in-place polyurethane surfacing for athletic, interior applications and manufacturing of two-part polyurethane.
- B. The installer/manufacturer must have completed at least ten (10) facilities in the last two (2) years.
  1. All technicians/mechanics shall be factory trained and full-time employees of the manufacturer and subcontractor, specializing in the installation of the flooring system.

#### 1.5 WARRANTY

- A. Fluid-applied resilient flooring found to be defective as a result of faulty materials and/or workmanship shall be replaced or repaired at no charge to Owner upon receipt of notification in writing for a period not to exceed two years from the date of substantial completion.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:
1. Polyturf by Beynon Sports Surfaces, Inc. or approved equal.
  2. Floor system is based on Beynon Sports Surfacing, Inc. products.
  3. Substitutions: Provide equal products of other manufacturers when approved by WVSDB.

### 2.2 PERFORMANCE STANDARDS

- A. The polyurethane must exhibit the following minimum properties:
1. Weight approximately .81/# per 1/8" thickness.
  2. Tensile Strength Range from 500 PSI to 700 PSI.
  3. Hardness Range: 50-60 Shore A typical.
  4. Temperature Stability: Essentially unaffected from 0 degrees F to 120 degrees F.
  5. Density: 1.20 to 1.30
  6. Moisture Absorption: 0.8% to 1.05% by weight.
  7. Compression Set: 90% to 98% immediate recovery after 72 hours @ 50% compression set @ 50% compression set @ 72 degrees F
  8. Ultimate Elongation: 250% to 350%
  9. Compression Properties: 30 PSI to 60 PSI @ 10%
  10. Fungus Resistance: Complete

### 2.3 PRODUCT HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturers labels indicating brand name and directions for storing and mixing with other components.

- B. Store materials to comply with manufacturer's written instructions to prevent deterioration from moisture, heat, cold or other detrimental effects.

### PART 3 – EXECUTION

#### 3.1 PROJECT CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Owner/General Contractor shall correct all conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
  - 1. Do not install flooring until spaces are enclosed and weatherproof; wet work in spaces is complete and dry; and overhead work, including installing mechanical systems, lighting, and athletic equipment is complete.
  - 2. Maintain ambient temperature and humidity conditions in spaces to receive flooring recommended by manufacturer for 7 days before installation, during installation and for 72 hours after installation.
- B. Close spaces to traffic during flooring application and for a period after application recommended by manufacturer to allow for the flooring system, including game-line and marker paint to cure.

#### 3.2 INSTALLATION – GENERAL

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Install the work of this Section in strict accordance with the original design, the approved Shop Drawings, pertinent requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures.

### 3.3 SUBSTRATE CONDITIONS AND PREPARATION

- A. It shall be the General Contractors responsibility to perform all substrate preparation, correction and cleaning procedures in compliance with the manufacturer's instructions for the particular substrate conditions specified for this project.
- B. Dryness:
  - 1. The building shall be dry.
  - 2. The work shall not commence until the completion of spackling, masonry and wet-trade work.
  - 3. The room temperature shall be maintained at a minimum level of 70 degrees F for two weeks before and during the installation.
  - 4. The relative humidity shall not exceed 68 per cent during the application of materials and for at least eight hours after the completion of each process.
- C. Existing Synthetic Surface:
  - 1. Repair all visible splits, cracks, voids and delaminations with Polyturf urethane.
  - 2. Mechanically abrade and/or clean and prime the existing receiving surface.

### 3.4 FLOOR INSTALLATION

- A. Priming:
  - 1. Final clean existing synthetic surface as required.
  - 2. Apply one coat of manufacturer's approved primer so that the surface is thoroughly wet but no puddles are left standing.

B. Pouring:

1. Pour **Polyturf** urethane synthetic floor surfacing materials utilizing electronically controlled metering and mixing equipment.
2. Use a poured-in-place technique to achieve a monolithic surface to the maximum extent possible.
3. The completed thickness of material shall average 1/8".

C. Finishing and Game Lines:

1. Allow the flooring materials to cure.
2. Apply manufacturer's approved pigmented polyurethane finish. Color to match the base elastomer and shall be applied to a thickness of three (3) dry mils.
3. The final coat of finish shall be flat.
4. Layout and paint all gamelines and other required markings according to approved shop drawings. Colors shall be selected from manufacturer's standard available colors and as approved by WVSDB.

D. Protection:

1. No other trades shall be permitted in the area scheduled to receive the flooring system from the time of the application of the primer until ten (10) days after the application of the final coat of surface finish.
2. Adequate protection of the finished floor shall be provided by the General Contractor.
3. No smoking, open flames, or sparking from electrical outlets, telephones or electric motors shall be permitted in the area during



application of the primer, floor surfacing material, or finishing materials.

3.5 CLEAN UP

- A. Upon completion of the installation, the flooring contractor shall remove from the job site unused materials, tools, equipment and properly dispose of rubbish.

**BID BOND**

017

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

Countersigned

\_\_\_\_\_  
Resident West Virginia Agent

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
a power of attorney must be attached, and a West Virginia agent must sign or countersign.

# BID BOND PREPARATION INSTRUCTIONS

018

AGENCY (A)  
RFQ/RFP# (B)

## Bid Bond

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)  
(C) Your Company Name  
(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 Incorporation  
(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 figures  
(M) Brief Description of scope of work  
(N) Day of the month  
(O) Month  
(P) Year  
(Q) Name of Corporation  
(R) Raised Corporate Seal of Principal  
(S) Signature of President or Vice  
President  
(T) Title of person signing  
(U) Raised Corporate Seal of Surety  
(V) Corporate Name of Surety  
(W) Counter Signature by WV agent  
(X) Signature of Attorney in Fact of the  
Surety

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
(C) of (D), (E)  
as Principal, and (F) of (G),  
(H), a corporation organized and existing under the laws  
of the State of (I) with its principal office in the City of  
(J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, 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 Obligee may accept such bid: and said  
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(Q)

(Name of Principal)

By (S)

(Must be President or  
Vice President)

(T)

Title

(U)

Surety Corporate Seal

(V)

(Name of Surety)

Countersigned:

(W)

Resident West Virginia Agent

(X)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Corporate seals must be affixed, a power of attorney  
must be attached, and a West Virginia resident must sign or countersign.

# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

019

That \_\_\_\_\_  
(Name, address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Name, address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined in the amount of \_\_\_\_\_

\_\_\_\_\_, Dollars (\$ \_\_\_\_\_),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

\_\_\_\_\_ entered into a contract with Owner for

in accordance with drawings and specifications prepared by \_\_\_\_\_

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

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

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

Principal Raised Corporate Seal

\_\_\_\_\_  
(Contractor Name) (Seal)

Surety Raised Corporate Seal

By \_\_\_\_\_ (Seal)  
(Must be President or Vice President)

\_\_\_\_\_  
(Title)

Countersigned:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Resident West Virginia Agent)

By \_\_\_\_\_ (Seal)

**NOTE: Raised Corporate Seals are mandatory.  
Please attach Power of Attorney  
W. Va. resident Agent must sign or countersign.**

**NOTE: Applicable Section of attached acknowledge-  
ment must be completed and returned as part of  
the bond.**

## ACKNOWLEDGEMENTS

020

### Acknowledgement by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_
2. County of \_\_\_\_\_ to-wit:
3. I, \_\_\_\_\_, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.
6. Notary Seal 7. \_\_\_\_\_  
(Notary Public)
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

### Acknowledgement by Principal if Corporation

9. STATE OF \_\_\_\_\_
10. County of \_\_\_\_\_ to-wit:
11. I, \_\_\_\_\_, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that \_\_\_\_\_
13. who, as \_\_\_\_\_ signed the foregoing writing for
14. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.
16. Notary Seal 17. \_\_\_\_\_  
(Notary Public)
18. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

### Acknowledgement by Surety

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

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

By \_\_\_\_\_

P20

(Assistant Attorney General)

---

021

## ACKNOWLEDGEMENT PREPARATION INSTRUCTIONS

---

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

---

### ACKNOWLEDGEMENT BY PRINCIPAL IF INDIVIDUAL OR PARTNERSHIP

---

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

---

### ACKNOWLEDGEMENT BY PRINCIPAL IF CORPORATION

---

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

---

### ACKNOWLEDGEMENT BY SURETY

---

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

---

### POWER OF ATTORNEY INSTRUCTIONS

---

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

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

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

022

That \_\_\_\_\_  
(Name, address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Name, address or legal title of Owner)

as Obligor, hereinafter called Owner, in the amount of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

\_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

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

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

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

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

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

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

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal \_\_\_\_\_ (Seal)  
(Contractor Name)

Surety Raised Corporate Seal \_\_\_\_\_ (Seal)  
(Must be President or Vice President)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_ (Seal)

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

NOTE: Applicable Section of attached acknowledge-  
ment must be completed and returned as part of  
the bond.

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

# ACKNOWLEDGEMENTS

023

## Acknowledgement by Principal if individual or Partnership

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

## Acknowledgement by Principal if Corporation

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

## Acknowledgement by Surety

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

## Sufficiency in Form and Manner Of Execution Approved

## Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By \_\_\_\_\_  
(Assistant Attorney General)



## ACKNOWLEDGEMENT PREPARATION INSTRUCTIONS

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

### ACKNOWLEDGEMENT BY PRINCIPAL IF INDIVIDUAL OR PARTNERSHIP

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

### ACKNOWLEDGEMENT BY PRINCIPAL IF CORPORATION

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

### ACKNOWLEDGEMENT BY SURETY

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

### POWER OF ATTORNEY INSTRUCTIONS

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

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

**A F F I D A V I T**

025

**West Virginia Code §5A-3-10a states:**

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_