



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
DEF10009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p><b>BUILDING CONSTRUCTION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A 65,000 SQUARE FEET ARMED FORCES RESERVE CENTER FOR THE WV NATIONAL GUARD, MILLWOOD, WV, PER THE SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/1/2009; 1:30 PM. LOCATION: THE FORMER EASTERN STAR BUILDING, 3050 POINT PLEASANT ROAD (RT.2), MILLWOOD, WV 25262. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. 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> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY</p>						

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<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR JACKSON 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>(XX) 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 BE 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 THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

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				<p>IN LIEU OF A 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.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>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 ALUMINU 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.</p> <p>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 IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL</p>		

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				<p>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 WHICH THE CONTRACT IS ISSUED.</p>		

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	<p>(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.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. 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.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      .....</p> <p>NO. 2      .....</p> <p>NO. 3      .....</p> <p>NO. 4      .....</p>					

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	NO. 5	.....	.....			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10009-----		
BID OPENING DATE:				12/17/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
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***** THIS IS THE END OF RFQ DEF10009 ***** TOTAL:						_____

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## ADVERTISEMENT FOR BIDS

Sealed bids for **Ripley Armed Forces Reserve Center** will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtained by contacting:

State Of West Virginia  
Department Of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305

One set of Bidding Documents for this project may be obtained by qualified prime bidders from the office of ZMM, Inc. 222 Lee Street, West, Charleston, WV 25302 (304) 342-0159 (telephone), (304) 345-8144 (fax). A deposit of \$300.00, payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 10 days of bid date. Bidders will be responsible for cost of shipping and handling.

***Sub-contractors and suppliers may purchase complete sets of bidding documents from Charleston Blueprint, Inc. 1203 Virginia Street East, Charleston, WV 25301 (304) 343-1063.***

Bidding documents may also be examined at the Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc. 1627 Bigley Avenue Charleston, WV 25302 304-342-7141	McGraw-Hill/F. W. Dodge 437 19 <sup>th</sup> Street Dunbar, WV 25064 304-766-6880/FAX 304-766-6882	Contractors Association of WV 2114 Kanawha Boulevard East Charleston, WV 25311 304-342-1166/FAX 304-342-1074
Parkersburg/Marietta Contractor's Association 4424-B Emerson Avenue Parkersburg, WV 26104 304- 484-6485/ FAX 304-428-7622	Reed Construction Data 30 Technology Parkway South Suite 100 Norcross, GA 30092 770-417-4000/ FAX 770-849-6475	Construction Employers Assoc of North Central WV, 2794 White Hall Blvd. White Hall, WV 26554 304-367-1290/FAX304-367-0126

A pre-bid conference will be held at the project site at the date and time listed in the State's Request for Quotations. Attendance at pre-bid conference is mandatory for all prime bidders.

**DOCUMENT 00100**  
**INSTRUCTIONS TO BIDDERS**

**1. Pre-Bid Conference**

A pre-bid conference will be held at the time stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only. One copy of any addendum will be provided to those in attendance at the pre-bid only.

**2. Receipt and Opening of Bids**

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids.

**3. Bidder's Representations**

By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's request will be made only by addenda. Questions regarding the bid process may be submitted to the State Purchasing Division at any time.

**4. Preparation of Bid**

Each bid should be submitted on the prescribed form and in accordance with the Director of West Virginia Purchasing Division's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

Each bid should be submitted to the Director of Purchasing, Department of Administration, in accordance with purchasing regulations.

materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders). Bond forms must be submitted to the Purchasing Division within seven (7) calendar days of the bid opening.

#### **10. Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **11. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes

#### **12. Substitutions**

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, faxed requests should not be submitted; vendors should submit said requests in writing by mail, hand deliver or email john.h.abbott@ww.gov.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

#### **13. List of Proposed Subcontractor and equipment/Material Suppliers**

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.

**REQUEST FOR SUBSTITUTION (PRIOR TO BID)**

*This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.*

**Instructions:**

1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

To: **WV Purchasing Division,  
ATTN: John Abbott, Buyer Supervisor  
2019 Washington Street,  
Charleston, WV 25305**

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Section: \_\_\_\_\_

Article: \_\_\_\_\_

Specified Product/Manufacturer: \_\_\_\_\_

Proposed Substitute: \_\_\_\_\_

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be available for the proposed substitution.

**Submitted by:**

Signature/Title: \_\_\_\_\_

Prime Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

*Attachments*

**Architect/Engineer's Review Comments:**

\_\_\_\_ Accepted \_\_\_\_ Accepted As Noted

\_\_\_\_ Not Accepted \_\_\_\_ Received Too Late

\_\_\_\_ Not a Substitutable Item

Signature: \_\_\_\_\_

Review Date: \_\_\_\_\_

# BID FORM

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## SECTION I – BASE BID AND ALTERNATES

DATED: \_\_\_\_\_  
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV \_\_\_\_\_

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**The Ripley Armed Forces Reserve Center  
 West Virginia Army National Guard  
 Millwood, Jackson County, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

**BASE BID:**

For the sum of: \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_).

**ALTERNATES:**

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Refer to Section 01030 "Alternates" for description of Alternates.

**Alternate Bid No. 1: Military Equipment Concrete Paving**

ADD the sum of: \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_).



**Alternate Bid No. 2: South Parking Lot**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 3: Landscaping**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 4: Eastern Star Improvements**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 5: Pre-Cast Latrine**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 6: Field Fence**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 7: Picnic Shelters**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 8: Walkway Canopy**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 9: Sleeping Rooms**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 12: Kitchen Equipment**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 13: Retractable Bleachers**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 14: Secondary Entrance Canopies**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

**Alternate Bid No. 15: CCTV Equipment**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Supplemental Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date )  
\_\_\_\_\_

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests; transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount

of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

**SIGNATURE OF BIDDER:**

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

**END OF SECTION I**

## SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

*The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities*

**Bid items with the same number must include the same unit price.**

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
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<b>Primary Facility Base Bid</b>					
1	Armed Forces Reserve Center	1	LS		
2	Maintenance Facility	1	LS		
3	Unheated Storage Building	1	LS		
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					
<b>Project Administration/Quality Control Base Bid</b>					
4	Mobilization/Demobilization	1	LS		
5	General Administration	1	LS		
6	Project Quality Control	1	LS		
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					
<b>Civil/Site Base Bid</b>					
Site Preparation					
7	Site Preparation	1	LS		
8	Building Demolition	1	LS		
9	Sediment and Erosion Control	1	LS		
10	Retention Pond	1	LS		
Earthwork					
11	Unclassified Excavation	84,000	CY		
12	Subgrade Preparation	12,000	SY		
13	Soil Drying	300	TN		
14	Soil Conditioning	3,000	SY		
15	Over-Excavation	1,000	SY		
16	6" Subsurface Drains	200	LF		
Roads					
17	6" Concrete Paving	5,000	SY		
18	HMA Wearing Course	940	TN		
19	HMA Base Course	3,100	TN		
20	Free Draining Base	3,800	TN		
21	Free Draining Base Trench and Piping	3,200	LF		

22	Fabric Woven	11,100	SY		
23	Fabric Separation	17,000	SY		
24	AASHTO #1	7,530	TN		
25	Class I Stone	2,900	TN		
26	Pavement Marking	1	LS		
27	Wheel Stops	153	EA		
28	Concrete Curbing	2,800	LF		
29	Signage	1	LS		
Miscellaneous					
30	Sidewalk	2,100	SY		
31	Type I Lawns	1	LS		
32	Type II Lawns	1	LS		
33	Force Protection Gates	2	EA		
34	20' Sliding Gates	2	EA		
35	Security Fencing	2,400	LF		
36	60' Flagpole	1	EA		
37	Retaining Wall	1,000	LF		
38	Vehicle Wash System	1	LS		
39	Oil/Water Separator	1	EA		
40	Loading Ramp	1	LS		
41	Bollards 8"	24	EA		
42	Bollards 12"	16	EA		
43	Bollards Removeable	4	EA		
44	Trash Enclosure	1	LS		
45	Chiller Enclosure	1	LS		
46	Bicycle Racks	2	EA		
47	Facility Sign	1	LS		
Water					
48	1.5" PVC Water	120	LF		
49	2" PVC Water	100	LF		
50	4" PVC Water	230	LF		
51	6" PVC Water	2,600	LF		
52	PIV	1	EA		
53	Fire Hydrant	4	EA		
54	Water Vault	1	EA		
Sewer					
55	Manholes, Sanitary Sewer	60	VF		
56	Frame and Cover, Sanitary Sewer	10	EA		
57	6" PVC Sanitary Sewer	1,150	LF		
58	8" PVC Sanitary Sewer	440	LF		
59	Cleanout, Sanitary Sewer	3	EA		
60	Manhole Modification, Sanitary Sewer	2	EA		
Gas					
61	Gas Service Lines	1,320	LF		

62	Gas Regulator	1	EA		
<b>Storm Drainage</b>					
63	6" PVC Storm	1,650	LF		
64	8" PVC Storm	780	LF		
65	12" PVC Storm	650	LF		
66	15" PVC Storm	320	LF		
67	12" HDPE Storm	180	LF		
68	18" HDPE Storm	1,200	LF		
69	24" HDPE Storm	210	LF		
70	42" HDPE Storm	1,160	LF		
71	42" RCP Storm	126	LF		
72	Auger Boring and Jacking	1	LS		
73	Type 2 Ditch	1,500	LF		
74	Type 3 Ditch	680	LF		
75	Type 4 Ditch	1,400	LF		
76	18" Junction Box	5	EA		
77	42" Junction Box	2	EA		
78	Type "B" Drop Inlets	14	EA		
79	Type "B" Inlet Grate and Frame	14	EA		
80	Type "G" Drop Inlets	3	EA		
81	Type "G" Inlet Grate and Frame	3	EA		
82	10" Yard Drains	4	EA		
83	12" In-Line Inlets	2	EA		
84	Trench Drain and Grate	40	LF		
85	Concrete Headwall	1	EA		
<b>Power and Communications</b>					
86	Electrical Duct Bank Type 1	120	LF		
87	Electrical Duct Bank Type 2	80	LF		
88	Electrical Duct Bank Type 3	120	LF		
89	Electrical Duct Bank Type 4	100	LF		
90	Transformer Pad	1	LS		
91	Emergency Generator Pad	1	LS		
92	Communications Duct Bank Type 1	320	LF		
93	Communications Duct Bank Type 2	190	LF		
94	Combined Duct Bank	230	LF		
95	Pole Lights and Bases	???	EA		
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					

<b>BASE BID TOTAL*</b>	
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\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

<b>Alternate Bid Items</b>					
<b>Alternate #1 - Military Equipment Concrete Paving</b>					
17	6" Concrete Paving	6,800	SY		
20	Free Draining Base	1,600	TN		
23	Fabric Separation	6,800	SY		
24	AASHTO #1 (Deduct)	-4,600	TN		
22	Fabric, Woven (Deduct)	-6,800	SY		
Alternate #1 Total					
<b>Alternate #2 - South Parking Lot</b>					
12	Subgrade Preparation	2,200	SY		
18	HMA Wearing Course	240	TN		
19	HMA Base Course	960	TN		
20	Free Draining Base	675	TN		
21	Free Draining Base Trench and Piping	420	LF		
23	Fabric Separation	2,900	SY		
25	Class 1 Stone	505	TN		
26	Pavement Marking	.1	LS		
27	Wheel Stops	69	EA		
96	Signage	1	LS		
Alternate #2 Total					
<b>Alternate #3 - Landscaping</b>					
97	Landscaping	1	LS		
Alternate #3 Total					
<b>Alternate #4 - Eastern Star Improvements</b>					
30	Sidewalk	105	SY		
37	Retaining Wall	60	LF		
98	Monument Relocation	1	LS		
99	Stairs	1	LS		
Alternate #4 Total					



Alternate #5 - Pre-Cast Latrine					
100	Pre-Cast Latrine	1	LS		
101	Pre-Cast Latrine Foundation	1	LS		
30	Sidewalk	46	SY		
102	1" PVC Water	150	LF		
48	1.5" PVC Water	340	LF		
103	Water Meter	1	EA		
55	Manholes, Sanitary Sewer	23	VF		
56	Frame and Cover, Sanitary Sewer	2	EA		
57	6" PVC Sanitary Sewer	380	LF		
63	6" PVC Storm	300	LF		
Alternate #5 Total					
Alternate #6 - Field Fence					
104	24' Double Swing Farm Gate	1	EA		
105	Field Fencing	3,900	LF		
Alternate #6 Total					
Alternate #7 - Picnic Shelters					
106	Picnic Shelters	1	LS		
Alternate #7 Total					
Alternate #8 - Walkway Canopy					
107	Walkway Canopy	1	LS		
Alternate #8 Total					
Alternate #9 - Sleeping Rooms					
108	Sleeping Rooms	1	LS		
Alternate #9 Total					
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
109	Ceiling Treatment	1	LS		
Alternate #10 Total					

Alternate #11 - Drill Hall Acoustical Wall Treatment					
110	Wall Treatment	1	LS		
Alternate #11 Total					
Alternate #12 - Kitchen Equipment					
111	Kitchen Equipment	1	LS		
Alternate #12 Total					
Alternate #13 - Retractable Bleachers					
112	Retractable Bleachers	1	LS		
Alternate #13 Total					
Alternate #14 - Secondary Entrance Canopies					
113	Canopies	1	LS		
Alternate #14 Total					
Alternate #15 - CCTV Equipment					
114	CCTV Equipment	1	LS		
Alternate #15 Total					
Alternate #16 - North Entrance Facility Sign					
47	Facility Sign	1	LS		
Alternate #16 Total					
<b>ALTERNATE BID ITEM TOTAL</b>					
<b>TOTAL COST WITH ALTERNATES</b>					

END OF SECTION II

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

**West Virginia Code** §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### 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. 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/noticeConfidentiality.pdf>.

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

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

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



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

\_\_\_\_\_  
 (Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
 (Notary Public)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CONTRACTOR'S NAME AND ADDRESS	INSURERS AFFORDING COVERAGE INSURER A: INSURER'S NAME INSURER B: INSURER'S NAME INSURER C: INSURER'S NAME INSURER D: INSURER E:	NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

**CERTIFICATE HOLDER**

STATE AGENCY'S NAME AND ADDRESS

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

<b>ACORD<sub>TM</sub> CERTIFICATE OF PROPERTY INSURANCE</b>		DATE
PRODUCER  INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  CONTRACTOR'S NAME AND ADDRESS	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY A	INSURER'S NAME
	COMPANY B	
	COMPANY C	
	COMPANY D	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input type="checkbox"/> <input type="checkbox"/>	\$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE STORAGE <input type="checkbox"/> <input type="checkbox"/>	\$CONTRACT AMT \$ 20% \$ 20% \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					\$ \$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

Owner is to be named as additional insured.

<b>CERTIFICATE HOLDER</b>  STATE AGENCY'S NAME AND ADDRESS	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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) Signature of Attorney in Fact of the Surety

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

Surety Corporate Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as 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)

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

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

Principal Raised Corporate Seal (MUST BE AFFIXED)

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

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

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

Surety Raised Corporate Seal (MUST BE AFFIXED)

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

BY: \_\_\_\_\_ (Seal)

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

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

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

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

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

## Acknowledgment by Principal if Corporation

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

## Acknowledgment by Surety

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

## Sufficiency in Form and Manner of Execution Approved

Attorney General

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

By: \_\_\_\_\_

(Deputy Attorney General)

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

---

## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

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

---

## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

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

---

## ACKNOWLEDGMENT BY SURETY

---

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

---

## POWER OF ATTORNEY INSTRUCTIONS

---

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

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

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Principal Raised Corporate Seal (MUST BE AFFIXED)

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

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

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

Surety Raised Corporate Seal (MUST BE AFFIXED)

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

BY: \_\_\_\_\_ (Seal)

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

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

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

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

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

## Acknowledgment by Principal if Corporation

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

## Acknowledgment by Surety

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

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

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

By: \_\_\_\_\_  
(Deputy Attorney General)

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

---

## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

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

---

## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

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

---

## ACKNOWLEDGMENT BY SURETY

---

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

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## POWER OF ATTORNEY INSTRUCTIONS

---

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

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

# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

as Obligee, 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, for a period of two (2) years from and after the date  
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or  
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner  
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly:

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

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

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

Principal Raised Corporate Seal (MUST BE AFFIXED)

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

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

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

Surety Raised Corporate Seal (MUST BE AFFIXED)

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

BY: \_\_\_\_\_ (Seal)

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

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

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



# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

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

## Acknowledgment by Principal if Corporation

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

## Acknowledgment by Surety

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

## Sufficiency in Form and Manner of Execution Approved

Attorney General  
By: \_\_\_\_\_  
(Deputy Attorney General)  
This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

- 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:**

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## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

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

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## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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

---

## ACKNOWLEDGMENT BY SURETY

---

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