



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:  
**DJS010286**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF JUVENILE SERVICES**  
**VARIOUS LOCALES AS INDICATED BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/21/2009				

BID OPENING DATE: **01/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-70		
<p><b>SIDEWALK CONSTRUCTION</b></p> <p>CONTRACT TO INSTALL CONCRETE SIDEWALKS AT THREE (3) WEST VIRGINIA DIVISION OF JUVENILE SERVICES' SITES IN WAYNE, CABELL, &amp; MERCER COUNTIES, PER THE ATTACHED SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON 1/12/10; 11:00 AM WAYNE CTY. SITE; 1:30 PM CABELL CTY. SITE / 1/13/10; 1:00 PM MERCER CTY. SITE-SEE SPECS FOR ADDRESSES. 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 INCLUD</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES  
 VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/21/2009				

BID OPENING DATE: **01/27/2010** BID OPENING TIME **01:30PM**

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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <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 45 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>						

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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 THE APPLICABLE 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 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</p>						

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				<p>SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED 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>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND 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 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.</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 I</p>		

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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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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. 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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NO. 4		.....				
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</p>						

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<p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <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>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>REQ. NO.: DJS010286-----</p> <p>BID OPENING DATE: 01/27/2010-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

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 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DJS010286**

PAGE  
**10**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/21/2009				

BID OPENING DATE: **01/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DJS010286 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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. **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>.
16. **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 agency 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.

DJS010286

**Sidewalk Construction**

The West Virginia Division of Juvenile Services is Soliciting Bids for Sidewalk Construction at the three (3) locations listed below:

1. Wayne County Youth Reporting Center  
900 Norfolk Ave.  
Wayne, WV 25570
2. Cabell County Youth Reporting Center  
2 O'Hanlon Place  
Barboursville, WV 25504
3. Mercer County Youth Reporting Center  
843 Shelter Road  
Princeton, WV 24740

**Specifications are Site Specific:**

**Note:** *All Concrete used will be a 5 bag concrete fiber mix. Rebar will be used at all three (3) sites and will be 3/8" in diameter. Sidewalks will have a single rebar along the perimeter. All sidewalks will be at a minimum 42" in width and the length of the sidewalks will be determined at pre-bid meeting for each site.*

**Wayne County**

Furnish and Install concrete access walks at the three (3) entrance doors. The total estimated square feet of concrete for this site is 209. This is the sum of the three (3) entrance slabs, one (1) ramp and one (1) step. Install the compacted gravel base as required for the installation of the 4" reinforced concrete slabs. Saw cut the masonry at the door sills to achieve 4" minimum bearing. Provide expansion joint at each door entrance.

**Cabell County**

Furnish and Install concrete access walks at the three (3) entrance doors. The total estimated square feet of concrete for this site is 203. This is the sum of the three (3) entrance slabs, one (1) ramp. Install the compacted gravel base as required for the installation of the 4" reinforced

concrete slabs. Saw cut the masonry at the door sills to achieve 4" minimum bearing. Provide expansion joint at each door entrance.

#### **Mercer County**

Furnish and Install concrete access walks at the three (3) entrance doors. The total estimated square feet of concrete for this site is 472. This is the sum of the two (2) entrance slabs on the rear of the building and the one (1) stoop cap and ramp on the front of the building. In addition this included the walks from the ramp bottom and the rear entrance door to the proposed parking lot. Install the compacted gravel base as required for the installation of the 4" reinforced concrete slabs. Saw cut the masonry at the door sills to achieve 4" minimum bearing. Provide expansion joint at each door entrance.

Vendor must also include a cost per square foot by location to allow for any changes in the design of the project. The final cost of the contract will be adjusted based on the actual finished square footage of the project.

***There will be a Mandatory pre-bid site visit at each of the three (3) sites.***

***This solicitation is for one (1) bid only at all three (3) sites. Bidder must bid on all three (3) sites and failure to attend mandatory pre-bid site walkthrough will result in bidder disqualification.***

<b>DJS010286 - Sidewalks Bid Form</b>			
Description	*Estimated Square Feet	Square Foot Price	Extended Price
Wayne County Site	209	\$	\$
Cabell County Site	203	\$	\$
Mercer County Site	472	\$	\$
<b>Failure to use this form may result in disqualification</b>		<b>Total</b>	\$
Bidder / Vendor Information: Name: _____ Address: _____ _____ Phone# : _____ Email Address: _____			
* Quantities are square foot estimates for bidding purposes and bidder's information			





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.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**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 owed 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 exceed 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**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.**

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

- (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

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,  
\_\_\_\_\_ (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 Oblige, in the penal sum of \_\_\_\_\_ (K) \_\_\_\_\_  
(\$ \_\_\_\_\_ (L) \_\_\_\_\_) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

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

NOW THEREFORE.

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

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

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)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or  
Vice President)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
(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.

# 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)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Surety Raised Corporate Seal \_\_\_\_\_ (Seal)  
By \_\_\_\_\_ (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

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)

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).

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### 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.

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### 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 same as or later than signature date).
16. Affix notary seal.
17. Notary affixes his/her signature.
18. Notary enters commission date.

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### 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 same as or later than signature date).
26. Affix notary seal.
27. Notary affixes his/her signature.
28. Notary enters commission 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 authorizing official must be affixed (signature may be facsimile).
- e. **Raised seal must be affixed.**