

Request for Bids		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823		Bid# R1701742	
Vendor:		Phone:		For information call:	
FEIN/SSN:		Fax:		Jill Burcham	
		Email:		Purchasing Contact:	
				burcham@marshall.edu and purchasing@marshall.edu Phone: (304) 696-2823	
Sealed requests for bids furnishing commodities and/or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE 3/21/17		Mandatory Pre-Bid Meeting 4/5/2017 @ 10:00 a.m. See page 5		DEPARTMENT REQUISITION NO.	
				BIDS OPEN: 3:00 PM on 4/19/2017	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price
		<p align="center">CONTRACT INVITATION TO BID</p> <p>Marshall University, on behalf of The Governing Board, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p align="center">Smith Music Hall Renovations</p> <p>All Bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Bids issued by Marshall University's Office of Purchasing, telephone 304-696- 2823.</p>			

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____

within _____ days

FOB _____

After receipt of order at address shown

Terms _____

Bidder's name Vendor _____

Signed By _____

Typed Name _____

Title _____

Street Address _____

City/State/Zip _____

Date _____

Phone _____

Fein _____

BOG 43

MUR Rev. 05/15/14

Scope of Work

Smith Music Hall

Marshall University: Smith Music Hall HVAC/Acoustic Upgrades:

Work will include new acoustical ceilings, carpet, base, painting, sound batt insulation and acoustical wall panels and HVAC work consisting of demo of old ducts, new duct work, VAV terminal units, new diffusers/return grills and new controls in approximately 22,000 square feet of offices and practice spaces at Smith Music Hall on 3 separate floors.

Smith Music Hall Renovations

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Marshall University reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications and/or contract.

Any request for changes or corrections to the final contract must be submitted in writing to the Office of Purchasing in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

All purchases of tangible personal property incorporated into a building or other structure at Marshall University are subject to the West Virginia consumer sales tax. The tax of **7%** is applicable to materials only. However, vendors must register with the City of Huntington and pay a business and occupation tax of **2%** on the total contract price.

Marshall University may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract. The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

Marshall University is not liable for any expenses incurred by bidders in the preparation or presentation of bids.

All bids must be signed in the original by the bidder's representative.

Smith Music Hall Renovations

Requests for bids may be canceled prior to the opening of bids as determined in writing by the Director of Purchasing.

All vendors submitting bids must have paid the annual fee and be registered to do business with the State of West Virginia. If you are not currently registered, please call the person listed below and request a Vendor Registration Form (WV-1). If you are already registered, please list the 9 digit number here:

For further information regarding the purchasing process, please contact **Jill Burcham** at **304-696-2823**.

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

Smith Music Hall Renovations

Sealed Bids shall be received by the Owner at the following location until **3:00 PM** on **April 19, 2017** in accordance with the Instructions to Bidders, the Supplementary Instructions to Bidders, and Request for Bids. Bids shall be mailed or hand delivered to:

Office of Purchasing
Old Main - Room 125 Marshall University
One John Marshall Drive
Huntington, West Virginia 25755-4100

Each Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

SEALED BID

Proposal for:	Smith Music Hall Renovations - Marshall University
File Number:	JB
Requisition Number:	R1701942
Time of Bid Opening:	3:00 PM
Date of Bid Opening:	April 19, 2017

Technical questions concerning the Bidding Documents should be directed to the Architect:

ZMM Inc.,
222 Lee Street
Charleston, WV 25302
Telephone: (304) 342-0159

Bidding Documents may be obtained from:

C&B Blueprint, Inc
824 Sixth Street
Huntington, WV 25701
304-525-2175

A \$100.00 deposit is required for each set. Bidders are limited to two (2) sets each. Deposits will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents, in good condition, to the Architect within ten (10) days following the Bid opening. Bidders and material suppliers may procure additional sets of Bidding Documents at actual cost. Only complete sets will be issued.

A pre-bid meeting is scheduled for:

Time: **10:00 AM**
Date: **April 5, 2017**
Place: **Smith Music Recital Hall - Marshall University**

Attendance is mandatory for all **General, Mechanical, and Electrical Contractors**

All Bidders must attend the pre-bid meeting to familiarize themselves with the project location, site conditions, and other relevant information. Should any Bidder fail to attend, their Bid will be disqualified.

Smith Music Hall Renovations

Bids shall be submitted on the Form of Proposal bound in the Bidding Documents. Each Bidder is required to obtain a Request for Bids from the appropriate buyer, Marshall University's Office of Purchasing, and to follow all instructions contained therein. The Request for Bids should be stapled to the front of the Form of Proposal and submitted with the Bid.

Bidders must acknowledge receipt of each addendum in the space provided on the Form of Proposal or their Bid may be rejected.

A certified check in the amount of five percent (5%) of the total Bid, or a satisfactory Bid Bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent (5%) of the total Bid, must be submitted by each Bidder with his

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order.

West Virginia State Code §21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Division of Labor Contractor Licensing Board, Bldg. 3, Room 319, 1900 Kanawha Boulevard East, Charleston, WV 25305, Licensing@wv.gov; telephone 304-558-7890, Ext 10473 or 304-356-3928.

West Virginia State Code §21-11-11 requires any prospective Bidder to include the Contractor License number on their Bid. The successful Bidder will be required to furnish a copy of their Contractor License prior to issuance of Purchase Order/ Contract.

To the extent allowed by West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by a Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

Bids may not be modified or withdrawn for a period of sixty (60) days after receipt of Bids without forfeiture of Bid security, not as a penalty but as liquidated damages.

The successful Bidder will be required to execute a Contract, provide a Performance Bond and a Labor and Material Payment Bond for 100% of the contract award, comply with all of the rules and regulations of the West Virginia Workers' Compensation Fund, and provide evidence of insurance coverage to the minimum limits required by the Contract Documents.

The successful Bidder and all Subcontractors must pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Division of Labor wage rates as established for Cabell County, pursuant to West Virginia Code §21-5-1 et. seq. **There are no prevailing wages in West Virginia at this time.**

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Smith Music Hall Renovations

The Bidder, if successful and awarded a Contract, agrees that all Work is to be **Substantially Complete by July 28, 2017** and agrees to achieve **Final Completion by August 11, 2017**.

Note: For final payment please refer to section 5.2 Final Payment of AIA Document A101 -2007.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

Smith Music Hall Renovations

NOTICE TO PROCEED: This Contract is to be performed as specified on Page 6 of this document. Unless otherwise specified, the fully executed Purchase Order will be considered Notice to Proceed.

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 herein.

WAGE RATES: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Division of Labor minimum wage rates as established for Cabell County, pursuant to West Virginia Code §21-5-1, et seq.

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 Architect's documents pertaining to this Contract are hereby deleted.

WORKER'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Compensation Commission.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

☒ **INSURANCE:** Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a Contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$1,000,000. See attached ACORD Certificate.

☒ **BUILDERS RISK INSURANCE:** Successful vendor shall furnish proof of Builders Risk - All Risk Insurance in an amount equal to 100% of the Contract.

☒ **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 in lieu of a Performance and Labor & Material Bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the 5% Bid Bond, Performance Bond, or Labor/Material Bond.

☐ **MAINTENANCE BOND:** A two (2) year Maintenance Bond covering the roofing system will be a requirement of the successful vendor.

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NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

The architect/engineer and/or agency shall be required to abide by the following schedule in issuing construction project addenda for State agencies:

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 Marshall University Purchasing and Materials Management. The architect/engineer shall also send a copy of the addendum to the State agency for which the contract is issued.

The Buyer shall send the addendum to all interested parties and, if necessary, extend the bid opening date. Any addendum must be received by the Buyer within seven (7) days prior to the bid opening date. This requirement shall apply to all addenda except those issued under extenuating circumstances.

All addenda MUST be formally acknowledged by all bidders and submitted to the Marshall University Office of Purchasing. 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/or date.

Smith Music Hall Renovations

Requisition No.: R1701742

ADDENDA ACKNOWLEDGEMENT

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

Addenda:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the each Addendum is cause for rejection of bids.

Signature

Company

Date

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CONTRACTOR LICENSE

West Virginia State Code §21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Division of Labor, 749 B Building 6, Capitol Complex, Charleston, West Virginia 25305, telephone: (304) 558-7890.

West Virginia State Code §21-11-11 requires prospective bidder to include the Contractor License number on their bid.

Bidders to Complete:

Contractor's Name _____

Contractor License No. _____

The successful bidder will be required to furnish a copy of their Contractor License prior to issuance of a Purchase Order/Contract.

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LICENSING REQUIREMENT

1. The prime contractor who is awarded this contract is required to submit a list of all subcontractors on this project to:

West Virginia Division of Labor
Building 6, Room 749B, Capitol Complex
Charleston WV 25305

2. The prime contractor must further notify all subs of their responsibility to register with:

West Virginia State Tax Department (Taxpayer Services)	(304) 558-3333
Workforce West Virginia Unemployment Compensation Division	(304) 558-2677
Office of Insurance Commissioner Employer's Coverage Unit (Workers' Compensation)	(304) 558-6279 x 1202
Secretary of State Business and Licensing	(304) 558-8000
West Virginia Division of Labor	(304) 558-7890
West Virginia Small Business Development Center	(304) 558-2960

A Contractor License to work in West Virginia will be issued to subs only after they have registered with each of the above agencies.

3. Every contractor who has been in business in West Virginia less than five years is required to furnish a bond to cover wages and fringe benefits for its employees. For further information, please contact the Wage and Hour Division at (304) 558-3797.

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST QUALIFIED BIDDERS
AWARD OF BIDS

Pursuant to the laws of the State of West Virginia, Marshall University must award bids only to the lowest qualified bidder. Therefore, Marshall University must consider the following factors, and the information from the Contractors Qualification Statement (AIA Document A305-1986), when making a determination as to whether a contractor's bid is not only the lowest, but the most qualified. Therefore, the apparent low bidder shall respond in writing to the following (17) items and provide a completed AIA Document A305-1986 (Contractors Qualification Statement) to the Owner within **three (3) days** after the bid opening. These documents will be used in the bid evaluation process.

1. The years of experience the bidder has in the construction, renovation or building repair business.
2. The bidder's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.
3. The continuity, experience and skill of the bidder's work force and that of the bidder's designated subcontractors.
4. The bidder's performance on similar construction projects.
5. The bidder's ability to successfully complete projects within the proposed schedules and deadlines.
6. The bidder's participation in a bonafide joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Division of Labor. [See DOL 42-7-3.1(i)]
7. The bidder's history of compliance with Worker's Compensation and Unemployment Compensation laws.
8. The bidder's history of compliance with OSHA requirements.
9. The bidder's subcontractor's compliance with state regulatory agencies.
10. The bidder's history of compliance with fringe benefit contributions, i.e., health insurance and pension benefits.
11. The bidder's local hiring plan and history of compliance with the WV Jobs Act, (W. Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.

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CRITERIA FOR SELECTION OF LOWEST QUALIFIED BIDDERS PAGE 2 OF 2

12. The bonding record of the bidder.
13. The bidder's participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.
14. The bidder's financial stability and its impact on the company's ability to complete the project.
15. The bidder can demonstrate it is not in default on a debt to the State or its political subdivision in aggregate more than \$1,000.
16. The bidder's history of change order requests.
17. Response from bidder's references and recommendations of other owners for whom the bidder has worked.

All of the above factors, as supported by the accompanying Contractors Qualification Statement, will be considered by Marshall University in determining the "best" most qualified bid. No single criteria will be considered the controlling factor in determining whether a bid is, or is not the "best" bid.

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NON-APPROPRIATION

Pursuant to the West Virginia Constitution, the State cannot enter into any contract or agreement which would obligate the Legislature beyond the current fiscal year. Therefore, goods to be delivered and/or services to be performed under this contract or agreement are to be continued in succeeding fiscal years for the term of the contract or agreement and any subsequent renewals, contingent upon funds being appropriated by the Legislature for the goods and/or services. In the event of non-appropriation of funds for the goods and/or services, the payments including any interest, shall be canceled in whole, without penalty to the State at the end of the then current fiscal year, with this contract or agreement becoming null and void after June 30. The State shall return any equipment not paid for to the vendor, together with a release of the State's title and interest therein. The State spending unit will make reasonable efforts to obtain the necessary funds to avoid cancellation of the contract or agreement, and will provide written notice to the vendor in the event of non-appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

However, in accordance with § 12-3-12 of the West Virginia Code, appropriations for buildings and land shall remain in effect, and shall not be deemed to have expired until the end of the three years after the passage of the act by which such appropriations are made.

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PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

Except when authorized by the Director of the Purchasing Division pursuant to Subsection 2 below, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. As used in this contract.

"State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

"United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

The Director of the Purchasing Division may, in writing, authorize the use of foreign steel products if:

The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code §SA-3-56.

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DOMESTIC ALUMINUM, GLASS, & STEEL IN PUBLIC WORKS PROJECTS

In accordance with West Virginia Code §5-19-1 ET. seq., every contract for construction, reconstruction, alteration, repair, improvement, or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel products 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 project is less than \$50,000 or less than 10,000 pounds of steel are used in public works projects.

Foreign made aluminum, glass, or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is 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.

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 for domestic products, the spending officer may request, in writing, a re-evaluation 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.

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WEST VIRGINIA FAIRNESS IN COMPETITIVE BIDDING ACT

Found in chapter 5 Article 22 (5-22-1) of the WV Code is the requirement for the apparent low bidder on projects exceeding \$250,000 to provide a list of all subcontractors who will perform more than \$25,000 of work on the project, including labor, and materials, (provisions apply and may be found in the complete article). If no subcontractors are to be used to complete the project it will be so noted on the subcontractors list.

This information shall be provided to the Marshall University Office of Purchasing within one day of the opening of bids for review prior to the award of a construction contract.

Failure to submit the contractor list within one business day after the deadline for submitting bids shall result in disqualification of the bids.

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§5-22-1. Bidding required; government construction contracts to go to lowest qualified responsible bidder; procedures to be followed in awarding government construction projects; penalties for violation of procedures and requirements debarment; exceptions.

(a) This section and the requirements in this section may be referred to as the West Virginia Fairness in Competitive Bidding Act.

(b) As used in this section:

(1) "Lowest qualified responsible bidder" means the bidder that bids the lowest price and that meets, as a minimum, all the following requirements in connection with the bidder's response to the bid solicitation. The bidder must certify that it:

(A) Is ready, able and willing to timely furnish the labor and materials required to complete the contract;

(B) Is in compliance with all applicable laws of the State of West Virginia; and

(C) Has supplied a valid bid bond or other surety authorized or approved by the contracting public entity.

(2) "The state and its subdivisions" means the State of West Virginia, every political subdivision thereof, every administrative entity that includes such a subdivision, all municipalities and all county boards of education.

(3) "State spending unit" means a department, agency or institution of the state government for which an appropriation is requested, or to which an appropriation is made by the Legislature.

(c) The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. A vendor who has been debarred pursuant to the provisions of sections thirty-three-b through thirty-three-f, inclusive, article three, chapter five-a of this code may not bid on or be awarded a contract under this section. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the State of West Virginia or its subdivisions.

(d) Following the solicitation of bids, the construction contract shall be awarded to the lowest qualified responsible bidder who shall furnish a sufficient performance and payment bond. The state and its subdivisions may reject all bids and solicit new bids on the project.

(e) The apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure with a state spending unit shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This section does not apply to other construction projects such as highway, mine reclamation, water or sewer projects. The list shall include the names of the bidders and the license numbers as required by article eleven, chapter twenty-one of this code. This information shall be provided to the state spending unit within one business day of the opening of bids for review prior to the awarding of a construction contract. If no subcontractors who will perform more than \$25,000 of work are to be used to complete the project it will be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

(f) Written approval must be obtained from the state spending unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

(1) The subcontractor listed in the original bid has filed for bankruptcy;

(2) The state spending unit refuses to approve a subcontractor in the original bid because the subcontractor is under a debarment pursuant to section thirty-three-d, article three, chapter five-a of this code or a suspension under section thirty-two, article three, chapter five-a of this code; or

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(3) The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable or refuses to perform the subcontract.

(g) The contracting public entity may not award the contract to a bidder which fails to meet the minimum requirements set out in this section. As to a prospective low bidder which the contracting public entity determines not to have met one or more of the requirements of this section or other requirements as determined by the public entity in the written bid solicitation, prior to the time a contract award is made, the contracting public entity shall document in writing and in reasonable detail the basis for the determination and shall place the writing in the bid file. After the award of a bid under this section, the bid file of the contracting public agency and all bids submitted in response to the bid solicitation shall be open and available for public inspection.

(h) A public official or other person who individually or together with others knowingly makes an award of a contract under this section in violation of the procedures and requirements of this section is subject to the penalties set forth in section twenty-nine, article three, chapter five-a of the Code of West Virginia.

(i) No officer or employee of this state or of a public agency, public authority, public corporation or other public entity and no person acting or purporting to act on behalf of an officer or employee or public entity shall require that a performance bond, payment bond or surety bond required or permitted by this section be obtained from a particular surety company, agent, broker or producer.

(j) All bids shall be open in accordance with the provisions of section two of this article, except design-build projects which are governed by article twenty-two-a of this chapter and are exempt from these provisions.

(k) Nothing in this section applies to:

(1) Work performed on construction or repair projects by regular full-time employees of the state or its subdivisions;

(2) Prevent students enrolled in vocational educational schools from being utilized in construction or repair projects when the use is a part of the student's training program;

(3) Emergency repairs to building components and systems. For the purpose of this subdivision, the term emergency repairs means repairs that if not made immediately will seriously impair the use of building components and systems or cause danger to persons using the building components and systems; and

(4) A situation where the state or subdivision thereof reaches an agreement with volunteers, or a volunteer group, in which the governmental body will provide construction or repair materials, architectural, engineering, technical or other professional services and the volunteers will provide the necessary labor without charge to, or liability upon, the governmental body.



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 LTR	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 checked="" type="checkbox"/> OCCUR				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 - COMP/OP AGG \$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		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				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
		DEDUCTIBLE RETENTION \$				\$ \$ \$
		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

MARSHALL UNIVERSITY
 ONE JOHN MARSHALL DRIVE
 HUNTINGTON, WV 25755

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

ACORDTM CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER	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. COMPANIES AFFORDING COVERAGE	
INSURANCE AGENCY'S NAME AND ADDRESS		COMPANY A INSURER'S NAME
INSURED		COMPANY B
CONTRACTOR'S NAME AND ADDRESS		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				<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
						\$
						\$
	<input checked="" type="checkbox"/> INLAND MARINE				<input checked="" type="checkbox"/> BUILDING	\$ CONTRACT AMT
	<input type="checkbox"/> TYPE OF POLICY				<input checked="" type="checkbox"/> TRANSIT	\$ 20%
A	Inst/Builder's Risk	(if applicable)			<input checked="" type="checkbox"/> OFF-SITE	\$ 20%
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> STORAGE	\$
	<input type="checkbox"/> NAMED PERILS					\$
	<input type="checkbox"/> OTHER					\$
	<input type="checkbox"/> CRIME					\$
	<input type="checkbox"/> TYPE OF POLICY					\$
						\$
	<input type="checkbox"/> BOILER & MACHINERY					\$
						\$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
10000 100TH AVE S SHERMAN, WY 82801

PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

MARSHALL UNIVERSITY IS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	<p>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.</p> <p>AUTHORIZED REPRESENTATIVE</p>

Agency _____
 REQ.P.O# _____

BID BOND

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

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

Principal Seal

 (Name of Principal)

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

 (Title)

Surety Seal

 (Name of Surety)

 Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
 RFQ/RFP# (B) _____

Bid Bond

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

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.

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

Principal Seal

(R)

(Q)
 (Name of Principal)

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

(T)
 Title

Surety Seal

(U)

(V)
 (Name of Surety)

(W)
 Attorney-in-Fact

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

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

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

as Principal, hereinafter called Contractor, and _____

(Surety name and complete address including ZIP Code)

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

as Surety, hereinafter called Surety, are held firmly bound unto _____

(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of _____

Dollars (_____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

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

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

Signed and sealed this * _____ day of _____ 20 _____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

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

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

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

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

Acknowledgment by Principal if Corporation

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

Acknowledgment by Surety

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

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20____.

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

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

4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

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

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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

ACKNOWLEDGMENT BY SURETY

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

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 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. **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 Obligatee, 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 Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

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

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

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

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

Acknowledgment by Principal if Corporation

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

Acknowledgment by Surety

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

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

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

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

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

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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

ACKNOWLEDGMENT BY SURETY

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

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 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. **Seal must be affixed.**



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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____



HUNTINGTON
WEST VIRGINIA
An Exceptional City

Finance Division
City Hall, P.O. Box 1659
Huntington, WV 25717-1659
Telephone: 304-696-5969
Fax: 304-781-8350

Contractor and Subcontractor Requirements

- 1) All General Contractors and Subcontractors will need to obtain a Huntington Business License before conducting business in the city limits.
 - a. The Business License is \$90.00 per fiscal year (July 1 to June 30).
 - b. Forms can be found on the City of Huntington website at www.cityofhuntington.com.
- 2) You will need to provide the following documentation when applying for a business license:
 - a. A copy of your West Virginia Contractor's License from WV Division of Labor.
 - i. Website: www.wvlabor.com
 - b. A copy of your Certificate of Liability Insurance.
 - i. Provide documentation showing the General Liability is at least \$300,000/\$600,000.
 - ii. The City needs to be listed as the Certificate Holder. Please include our mailing address: P.O. Box 1659 Huntington, WV 25717.
 - c. A copy of your WV Business Registration Certificate from the WV State Tax Department.
- 3) General Contractors will need to provide the City of Huntington with a list of Subcontractors with their contact information when applying for a permit.
 - a. General Contractors are liable for Business and Occupation Taxes that have not been filed by their Subcontractors.
- 4) All Contractors will need to file a Business and Occupation (B & O) Tax Return.
 - a. Business and Occupation Tax is 2% of the gross receipts on labor and materials.
 - b. You will need to list your Project Name, Location, and Gross Income on the back of the return (Schedule C).
 - i. Completing the form will ensure the General Contractor will receive the B&O Tax Releases in a timely fashion.
 - ii. Make sure to indicate on the form if there is no reportable activity during the filing period and return by the due date to avoid unnecessary delinquent notices.
- 5) City Service Fee (CSF) will need to be withheld from employees' paychecks.
 - a. The fee is \$5.00 per week for every week worked inside city limits.
 - b. CSF is required to be collected for each employee for every week that the employee has worked inside city limits regardless of the amount of time worked each week.
- 6) Effective January 1, 2012, WV Sales and Use Tax increased from 6% to 7% inside city limits.
 - a. For more information contact the WV State Tax Department at 1-800-982-8297.
- 7) General Contractors must submit a Request for Release for each Subcontractor once the project has been completed.

For additional information please contact:

City of Huntington:

Business and Licensing: 304-696-5969
Inspections and Permits: 304-696-5905
Zoning: 304-696-4438

State Agencies:

WV State Tax Department: 1-800-982-8297
WV Division of Labor: 304-558-7890


HUNTINGTON
WEST VIRGINIA
Finance Division
MUNICIPAL BUSINESS LICENSE
APPLICATION

P.O. Box 1659, Huntington, WV 25717-1659
 Phone: 304-696-5969, Fax: (304) 781-8350

Acct. No.:	
Office Use Only	
LIC	
TR	

License will not be issued unless all taxes and fees are current. For assistance, call 304.696.5969/ fax 304.781.8350. Application is hereby made for license(s) to conduct the business activity, trade, or employment indicated below for the year beginning July 1, _____.

Business name and mailing address required in box below:

Choose One:

☐ New Application ☐ Renewal

Business License Classification
All applicants must attach a copy of West Virginia Business Registration Certificate

Check all that apply:

<input type="checkbox"/>	1	General Business License	\$ 20.00
<input type="checkbox"/>	75	Rental General Business LLC	\$ 20.00

* If you own any rental property please complete the Rental section on second page.

<input type="checkbox"/>	11	Hawker/Peddler	\$ 20.00
<input type="checkbox"/>	27	Itinerant Vendor	\$500.00
<input type="checkbox"/>	28	Real Estate Broker	\$ 25.00
<input type="checkbox"/>	29	Real Estate Sales Agent	\$ 10.00
<input type="checkbox"/>	64	Contractor License	\$ 90.00
<input type="checkbox"/>	66	Electrical Contractor (Sole Proprietor)	\$ 20.00

* Contractors must attach a copy of West Virginia Contractor's License and Certificate of General Liability Insurance with City of Huntington as the Certificate Holder.

Liquor Retail Outlet (General Business License Included (\$20.00))

<input type="checkbox"/>	62	Class A Store—Liquor License	\$1,120.00
<input type="checkbox"/>	63	Class B Store—Liquor License	\$1,120.00

Private Club (General Business License Included (\$20.00))

<input type="checkbox"/>	3	Less than 1,000 Members	\$620.00
<input type="checkbox"/>	4	More than 1,000 Members	\$1,370.00
<input type="checkbox"/>	5	Fraternal, Veterans, or Non-Profit Social Club	\$ 495.00

Beer (General Business License Included (\$20.00))

<input type="checkbox"/>	65	Brewery	\$ 520.00
<input type="checkbox"/>	6	Distributor	\$ 270.00
<input type="checkbox"/>	7	Dispenser or Club	\$ 120.00
<input type="checkbox"/>	8	Cold Package Carry-Out	\$ 120.00
<input type="checkbox"/>	9	Warm Pack Carry-Out	\$ 35.00

****ATTACH A COPY OF WV ABC LICENSE****

BUSINESS DATA: COMPLETE ALL BLANKS IN THIS SECTION TO EXPEDITE YOUR APPLICATION

Business Name:		SS No. (If no Federal Tax ID No):	
Business Federal Tax ID No.:		Beginning Date of Business in Huntington:	
Business Telephone No.:		WV STATE Business Registration Acct. No:	
Inside City Limits: <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person for Tax & License Purposes:	
Business Location:		Contact Phone No./Ext.:	
Business Owner's Name:		Contact Email:	
Alternate Phone No.:			
Fax No.:			
No. of Employees:	Type of Business Ownership:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Trust	
Give a brief description of your business activity within city limits:			
Are there any vending machines on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list vending company's name and address:			

Business Class (Check all that apply)					
<i>Proper classification of your business functions determines the correct license fees as well as Business and Occupation rates(s).</i>					
<input type="checkbox"/> Amusement	<input type="checkbox"/> Contracting	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Small Loans	<input type="checkbox"/> Utilities	<input type="checkbox"/> Lawn Care
<input type="checkbox"/> Banking	<input type="checkbox"/> Rental	<input type="checkbox"/> Service	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesale	

Rental Business Only (Attach additional sheet, if necessary)					
<input type="checkbox"/> 75					
Property Address	No. of Units	Tenant		Check One That Applies	
		Business	Residential	City Refuse	Dumpster
<i>Example: 800 Fifth Avenue</i>	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contact Information and Signature of Applicant	
Home Address of Applicant or Agent: _____	
Phone: (Home) _____ (Business) _____ (Cell) _____	
Signature of Applicant: _____	Date: _____

Municipal Business License Requirements

Any entity which requires a West Virginia Business Registration Certificate must obtain a Municipal Business License. In order to conduct business in the City of Huntington, you must first possess a Municipal Business License. The application may be obtained by contacting the Finance Division at the address listed at the bottom of this page. You may also apply in person at City Hall, Room 20, 800 Fifth Avenue.

Below is a list of general information regarding the application process:

- All applicants must have a valid West Virginia Business Registration Certificate prior to obtaining a City of Huntington Municipal Business License. The State Tax Department is located at 2699 Park Avenue, Suite 230, Huntington, WV 25704, telephone (304) 528-5565, or online at www.business4wv.com.
- The fee for Huntington's Municipal Business License is \$20.00 for all business activity conducted in the City. The exceptions are: Contractors, Real Estate, and Businesses selling alcohol or have Video Lottery.
- If you occupy a physical location within the City, you will need to complete a **Certificate of Use and Occupancy** to insure the location is approved for the particular activity being licensed.
- If you are working from your residence, a **Home Occupation Permit** is required. To begin this process, you may contact the Development and Planning Department at 304.696.4438.
- **Contractors:** All contractors, sub-contractors, and electric contractors must supply a copy of their WV State Contractors License and a Certificate of General Liability Insurance with the City of Huntington as the Certificate holder
- **Rental:** Any person(s) who furnishes a real property for lease or rent for any purpose is required to obtain a Municipal Business License. This includes Class 4 properties.
- **Business and Occupation Taxes may apply along with the city service fee.**

PENALTY: Article 735.99 of the Codified Ordinances of Huntington, WV:

(a) Whoever engages in any activity contrary to the provision of this article, whether without obtaining a license required therefor before commencing the same or by continuing the same after the termination of the effective period of any such license, may, in addition to paying the license tax, be liable for a penalty of fifty dollars (\$50.00) for each month or fraction thereof during which he has been default of the license tax. It shall be the duty of the Director of Finance to collect the full amount of the license tax and penalty imposed and he shall not issue any license until the license tax and the penalty have been in full.

(b) In addition to the foregoing and except as may herein be otherwise expressly provided, whoever violates any provision under this article shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) and each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

OFFICIAL USE ONLY

Fiscal Year: _____

License No. _____

☐ B&O License

☐ CFS License

☐ HTL/MTL License

☐ Cert. of Use & Occ.

☐ Home Occupation

☐ Amusement LIC

Date Issued: _____



HUNTINGTON
WEST VIRGINIA
Department of Public Works

SUBCONTRACTOR LIST

City Hall
800 Fifth Avenue
P.O. Box 1659
Huntington, WV 25717

Instructions: Please complete and submit the subcontractor list with the building permit application.

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

General Contractor: _____ Site Location: _____
Phone Number: _____ Improvement Sq. Ft.: _____
Email: _____ Total Job Cost: _____
Project Name: _____ Permit #: _____
(office use only)

Trade	Business name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Foundation/ Footer						\$
Masonry/ block/brick						\$
Framing						\$
Roofing						\$
Drywall						\$
Cabinetry/ Doors						\$
Windows						\$
Electrical						\$

Page 1 of 2



**HUNTINGTON
WEST VIRGINIA**
Department of Public Works

SUBCONTRACTOR LIST

Huntington City Hall
800 Fifth Avenue
P.O. Box 1659
Huntington, WV 25717

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

Trade	Business Name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Plumbing						\$
HVAC						\$
Painting/ Stucco						\$
Flooring tile/Carpet						\$
Landscaping						\$
Signage						\$
Alarm / Security						\$
Sprinkler system						\$
Glass storefront						\$
Concrete / Driveway						\$
Site						\$
Paving						\$
Siding						\$