

Glenville State University
Request for Proposals (RFP)
Clark Hall Roofing
RFP #GSU23-002
Issued on 02/28/2023

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Section 1 – General Information

1.1. About Glenville State University

Glenville State University was founded in 1872 to provide instruction and practice for common school teachers in the science of education. Glenville State University has surpassed its original mission, and currently prepares students for careers in teaching, business, land resources, music, the liberal arts, the sciences, criminal justice, and human services. With an enrollment of approximately 1,500 students, the University boasts an average class size of 15. The University's enrollment is made up of students from 24 states and 3 countries, and proudly includes many first generation and minority students.

1.2. Purpose and Intent of the RFP

The purpose of this RFP is to obtain proposals to remove and replace the roof on the Clark Hall building located on the GSU main campus. Additional work may include to repair and/or replace the roof on the cupola of the Clark Hall building. It is the intent of GSU to enter into a contract for these services. **See Exhibit "A – Campus Map".**

1.3. Communication Limitations

All communication in regard to this RFP during the RFP process should be directed to the Glenville State University contact person. All other communication with any employee of Glenville State University is strictly prohibited except during the mandatory meeting, interviews and discussions, and negotiation period without written permission from the University. Any verbal communication is not binding. Any changes to the RFP will be done via written addendum.

1.4. Contact Person and Contact Information

The contact person for this RFP is Ms. Joyce Riddle, GSU Director of Purchasing. Do not contact other GSU employees. Offerors may be disqualified for non-compliance if they contact another employee. All communication must be sent via email to joyce.riddle@glenville.edu.

Section 2 - Eligibility

2.1. Eligibility to Submit a Proposal

Federal: The proposer cannot be debarred by the General Services Administration.

Link: <https://sam.gov/content/home>

State: The proposer cannot be debarred by the West Virginia Purchasing Division.

Link for more information: <http://www.state.wv.us/admin/purchase/>

2.2. Eligibility to be Awarded a Contract.

To be eligible to be awarded a contract for this project, the apparent, successful proposer must comply with the West Virginia state agencies listed below and provide proof thereof as applicable. **See Exhibit "B" – Vendor Requirements".**

- West Virginia Secretary of State.
- West Virginia Purchasing Division.
- West Virginia Department of Administration (Finance Division).
- West Virginia Tax Division.
- WorkForce WV.
- West Virginia Division of Labor.

Section 3 – Schedule of Events

RFP GSU23-002 Clark Hall Roofing Project Schedule of Events (Subject to Change)	
02/28/2023	1st Advertisement
02/28/2023	Solicitation
03/07/2023	2nd Advertisement
03/09/2023 10:00 am – Noon EST	Mandatory Meeting & Site Visit (In-Person) Glenville State University 200 High Street Glenville, WV 26351 Mollohan Campus Community Center Room 319
03/09/2023 – 03/13/2023	Question & Answer Period (QA Period)
03/15/2023	Addenda Due Date
03/31/2023 by 3:00 pm	Proposal Due Date
04/03/2023	Opening of Technical Proposals Evaluation of Technical Proposals
04/04/2023	Discussions/Interviews (Optional)
04/05/2023	Opening of Cost Proposals Evaluation of Technical & Cost Proposals
04/06/2023	Notice of the Intent to Award the Contract
04/07/2023 – 04/12/2023	Contract Negotiation Period
04/13/2023 – 04/30/2023	WV Attorney General's Office Review
05/01/2023	Final Award of Contract
05/01/2023	Project Begin Date
06/30/2023	Project Completion Date

Section 4 – Mandatory Meeting

4.1. Mandatory Meeting and Site Visit Date & Time

An in-person mandatory meeting and site visit will be conducted on March 09, 2023 from 10:00 am until noon EST.

The mandatory meeting will take place in the Molloyhan Campus Community Center in Room 319.

4.2. Attendance Requirement

You or a representative for you or your company must attend the mandatory meeting and participate in the site visit to be eligible to submit a proposal. A fifteen (15) minute grace period will be given for those who arrive late. However, you are encouraged to arrive on-time.

4.3. Sign-In Sheet

All attendees of the mandatory meeting must complete and sign the “Sign-In Sheet”.

It is extremely important to accurately complete and sign the “Sign-In Sheet” for the following reasons:

- Subsequent information such as addenda will be emailed to the proposer’s representative(s) who attended the mandatory meeting.
- Proposals will only be accepted from proposer’s who were represented at the mandatory meeting and completed and signed the “Sign-In Sheet”.
- Any proposals received from a proposer that was not represented at the mandatory meeting or did not complete and sign the “Sign-In Sheet” will not be opened and will be returned to the sender.

A copy of the “Sign-In Sheet” will be emailed to all attendees after the mandatory meeting.

4.4. Parking

Parking Permits may be obtained on-line at <https://www.glenville.edu/student-life/public-safety>. If you need assistance, please contact the Glenville State University Public Safety Office by phone at 1-304-904-2041.

Section 5 – Project Information

5.1. Scope of Services

This is a turn-key project. All services must be satisfactorily completed by June 30, 2023 unless agreed upon by both parties in writing. The services must be performed in a safe, legal, professional manner and be performed in accordance with all governing authorities (federal, state, county, city, etc...). The services to remove and replace the existing roof on the Clark Hall building must include the following at a minimum:

- 5.1.1. Prepare and provide a descriptive analysis of the work that needs to be performed.
- 5.1.2. Prepare and provide detailed construction specifications.
- 5.1.3. Prepare and provide a construction schedule.
- 5.1.4. Prepare and provide preliminary and as-built plans or drawings (print and electronic).
- 5.1.5. Provide construction management to ensure the project is conducted in a safe manner and properly completed on-time.
- 5.1.6. Conduct project meetings when requested, required, or necessary.
- 5.1.7. Secure all required permits.
- 5.1.8. Be responsible for the testing, removal, and proper disposal of hazardous materials such as asbestos if necessary.
- 5.1.9. Remove the existing roof and properly dispose of any debris off campus grounds.
- 5.1.10. Install a new roof and properly dispose of any debris off campus grounds.
- 5.1.11. Provide construction dumpsters.
- 5.1.12. Provide all labor, materials, equipment, supplies, or other necessities to complete the project.
- 5.1.13. Be responsible for the arrangements and expense for all travel or transportation.
- 5.1.14. Clean construction site daily and at the end of the project.
- 5.1.15. Provide separate alternate technical specifications to repair and/or re-roof the cupola located on top of the Clark Hall building.

5.2. Disadvantaged Business Enterprises

The special provisions for disadvantaged business enterprises as defined in **Exhibit "C" – Special Provisions for Disadvantaged and Women Business Enterprise Utilization**" must be taken into consideration by the proposer.

5.3. Aluminum, Glass, or Steel Products

If any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, determines, in writing, after the receipt of proposals, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements.

5.4. Drug-Free Workplace

The proposer must have a drug-free workplace policy that is compliant with the West Virginia Code. **See Exhibit "D" – Drug Free Workplace Conformance Affidavit & Report Coversheet**".

5.5. Liquidated Damages

Liquidated damages do not apply.

5.6. Prevailing Wage

Prevailing wage does not apply.

5.7. Vendor Preference

Vendor preference does not apply to construction services.

5.8. Parking for Project

Parking for the successful proposer is tentatively in the Clark Hall parking lot (subject to change). Parking needs and facilities will be discussed during the negotiation or contract stage. There will be no cost to the proposer for parking arrangements that have been agreed upon by both parties.

Section 6 – Proposals

6.1. Understanding the Proposal Process

The proposer, by submitting a proposal, represents that the proposer has read and understands the RFP documents, terms and conditions and the proposal is made in accordance therewith and is based on the goods and/or services specified in the RFP documents. The proposer may submit more than one (1) proposal. Each proposal submitted must follow the RFP instructions. Proposals shall remain in effect for ninety (90) days from the submission date.

6.2. Public Information (Trade Secrets or Other Proprietary Data)

This section is to serve notice that any document or information submitted to GSU is considered a public document or public information (including trade secrets, proprietary data, etc...).

As such, any documents or information may be subject to disclosure through any Freedom of Information Act (FOIA) request.

6.3. Cost of Proposals

Glenville State University is not responsible for any costs incurred for any proposal submitted to the University from any proposer. Any and all costs of any proposal are the responsibility of the proposer.

6.4. Preparation of Proposals

Proposals must be prepared and submitted in two (2) distinct, separately packaged parts labeled “Part A – Technical Specifications” and “Part B – Cost Proposal”.

One (1) original and five (5) copies of each part must be submitted to Glenville State University. The original must be clearly marked as the original and the copies must be clearly marked as a copy.

6.5. Proposal Requirements For “Part A – Technical Specifications”

Technical proposals cannot reveal the price of any goods or services or the proposed amount. Technical proposals must contain the following information in this order at a minimum. A section page with the section title as listed below must be included for each section.

6.5.1. Section 1 – Business Operation Overview

- **Cover Letter:** A cover letter that includes the name and address of the business, and a brief overview of the company that is signed by an authorized signatory for the business.
- **Qualifications:** A list and a resume for the key personnel that will be assigned to the project and copy of the proposer’s West Virginia Contractor’s license issued by the West Virginia Division of Labor or a copy of an Exemption Letter issued by the West Virginia Division of Labor.
- **Experience:** A list that indicates the total number of years in business and specific or similar projects that the business has successfully completed in the past two (2) years, in particular, West Virginia higher education projects.
- **References:** At least three (3) references are required.

6.5.2. Section 2 - The Project Plan

- **Project Plan Description:** A brief description of the overall project plan.
- **Schedule of Work:** A detailed Schedule of Work.
- **Goods:** A list and description of all facilities, equipment, materials, parts, supplies or other goods proposed for the project.
- **Services:** A description of the services to be performed for the project by the proposer and a list of proposed sub-contractors. GSU has final approval of any sub-contractors.

6.5.3. Section 3 – Addenda Acknowledgement

The Addenda Acknowledgement form must be included with the technical proposal. See Exhibit “E – Addendum Acknowledgement Form”

6.6. Proposal Requirements For “Part B – Cost Proposal”

Cost proposals must include the following:

- 6.6.1. Form of Proposal. See Exhibit “F – Form of Proposal”.
- 6.6.2. Bid Bond with a copy of the Bid Bond Preparation Instructions. See Exhibit “G – Bid Bond & Bid Bond Preparation Instructions”.

6.7. Submission of Proposals

The proposal and other documents are required to be submitted as described below. Proposals received after the proposal due date and time will be returned unopened. The proposer shall assume full responsibility for the timely delivery of their proposal. Proposals may be delivered in-person to the address listed in Step #3, or by the United States Postal Service (USPS), or other common carriers. Common carriers that deliver to GSU on a regular basis are: United State Postal Service (USPS), United Parcel Service (UPS), FedEx Ground, and FedEx Express. Oral, telephonic, facsimile, telegraphic or electronic proposals are invalid and will not receive consideration.

Step #1 “Part A – Technical Specifications”	Step #2 “Part B – Cost Proposal”
“Part A” must be enclosed in a separate, sealed, opaque envelope or package. The outside of the envelope or package must be labeled as follows: Company Name: <Insert Name> GSU RFP: #GSU23-002 Clark Hall Roofing Sealed Proposal #1: “Part A – Technical Specifications”	“Part B” must be enclosed in a separate, sealed, opaque envelope or package. The outside of the envelope or package must be labeled as follows: Company Name: <Insert Name> GSU RFP: #GSU23-002 Clark Hall Roofing Sealed Proposal #1: “Part B – Cost Proposal”
Step #3 “Part A” and “Part B”	
“Part A” and “Part B” must then be enclosed in a sealed, opaque envelope or package. The outside of the envelope or package must be labelled as follows: Glenville State University 200 High Street Louis Bennett Hall – Room 129 Glenville, WV 26351 Attention: Chief Procurement Officer Bert Jedamski GSU RFP #: GSU23-002 Clark Hall Roofing SEALED PROPOSAL #1: PART “A” & PART “B” Proposal Opening Date: 04/03/2023	
<i>Note: If more than one proposal is submitted, change the “SEALED PROPOSAL” # accordingly.</i>	

6.8. Modification or Withdrawal of Proposals

A proposal that has been submitted may be modified or withdrawn by written notice to the party receiving proposals at the place designated for receipt of proposals. The written notice shall be over the signature of the proposer and must be received prior to the proposal due date and time. A modification cannot reveal the amount of the original offer. A modification or a withdrawal may be made by facsimile or electronic transmission.

6.9. Rejection of Proposals

GSU shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by the required proposal documents; or reject a proposal which is in any way incomplete or irregular.

6.10. Negotiation

GSU will begin the negotiation process with the proposer who receives the highest score. If negotiations with a proposer fails, GSU will continue the negotiation process with the proposer with the next highest score.

6.11. Acceptance of Proposal (Award)

It is the intent of GSU to award a single contract for all goods or services. However, the contract may be split-awarded to multiple proposers. GSU reserves the right to contract in the best interest of the University.

6.12. Right to Waive Informalities & Irregularities

GSU shall have the right to waive informalities or irregularities such as, missing required documents, in a proposal. Such determination shall be made at GSU's sole discretion.

Section 7 – Evaluations, Discussions & Interviews

7.1. Evaluation Committee

A committee of three (3) to five (5) persons shall be established by Glenville State University to evaluate and score the proposals. The proposer is prohibited from contacting any evaluation committee member prior to the award of the contract.

7.2. Evaluation Factors & Scoring

Proposals will only be evaluated on the evaluation factors listed below. The scoring scale will be a one-hundred (100) point scale. The points will be assigned as listed below. A technical proposal that scores less than forty-nine points (49) points will not be considered and the corresponding cost proposal will not be opened.

Technical Proposal Evaluation Factors & Scoring		
30 Points	Factor #1 – Business Operation Overview	RFP Section
0 Points Available	Cover Letter	6.5.1.
10 Points Available	Qualifications	6.5.1.
10 Points Available	Experience	6.5.1.
10 Points Available	References	6.5.1.
40 Points	Factor #2 – The Project Plan	RFP Section
10 Points Available	Project Plan Description.	6.5.2.
10 Points Available	Schedule of Work.	6.5.2.
10 Points Available	Goods.	6.5.2.
10 Points Available	Services.	6.5.2.

Cost Proposal Evaluation Factors & Scoring		
30 Points	Factor #3 - Price	RFP Section
30 Points Available	Price.	6.6.

7.3. Discussions or Interviews

A proposal may be accepted or rejected and/or a contract may be negotiated without discussions or interviews with the proposer(s). However, discussions or interviews may be held to promote a greater understanding of the proposer's proposal.

Section 8 – Contract Documents

8.1 Contract Documents

The contract documents listed below will be utilized to contract for the services at a minimum. Other documentation may be required. In addition, RFP document will be incorporated as part of the contract.

- Glenville State University Purchase Order. See Exhibit “H”.
- Glenville State University Terms and Conditions. See Exhibit “I”.
- Form of Proposal. See Exhibit “F”.
- Purchasing Affidavit. See Exhibit “J”.
- Certificate of Liability Insurance. See Exhibit “K”.
- Labor & Material Payment Bond with Acknowledgements. See Exhibit “L”.
- Performance Bond with Acknowledgements. See Exhibit “M”.
- Maintenance Bond with Acknowledgements. See Exhibit “N”.
- Other documentation may be required.

The required bond amount is one-hundred percent (100%) of the contract amount.

8.2. Non-Funding

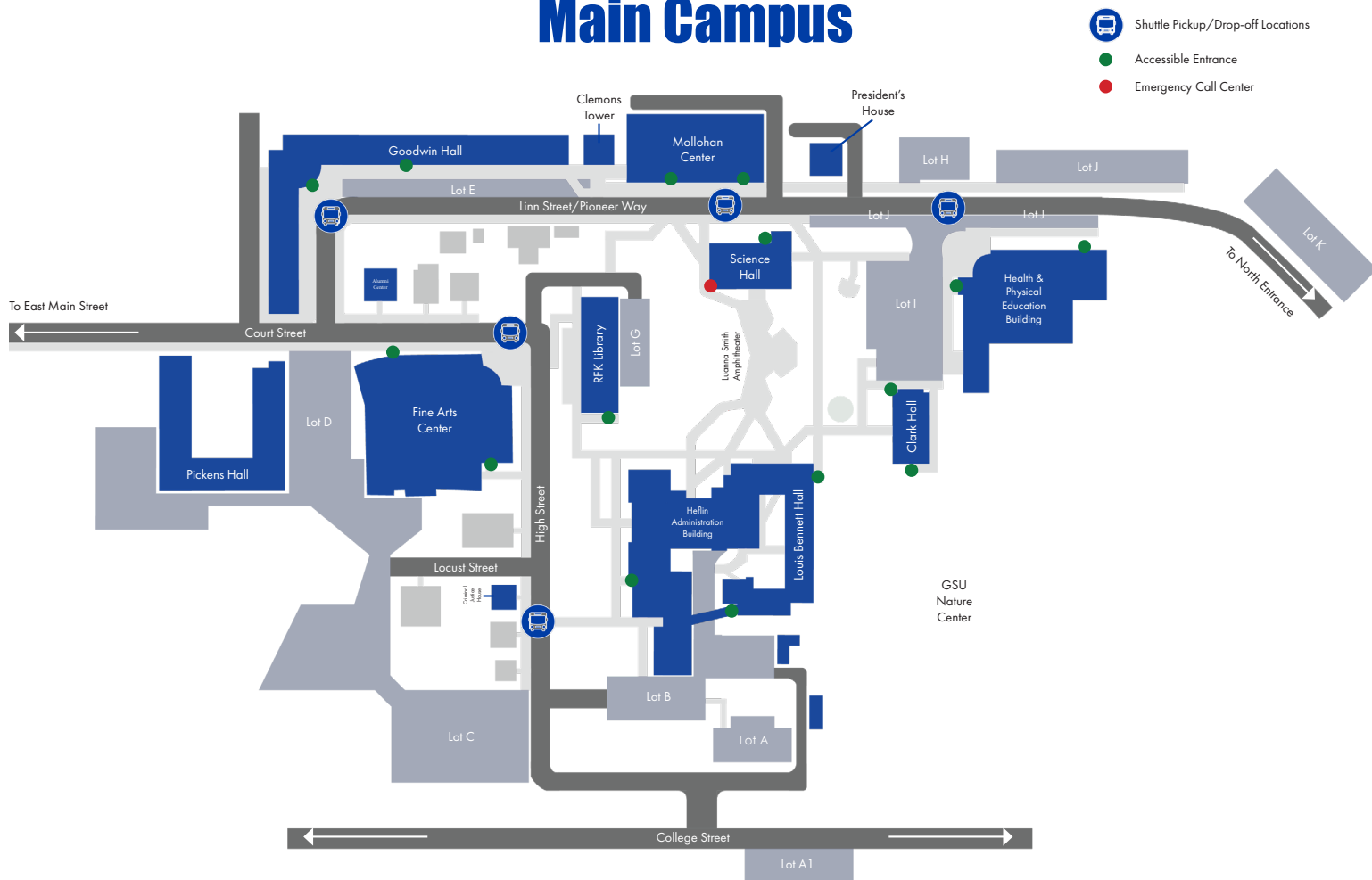
All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event that the funds are not appropriated or otherwise available for these services or goods, the Purchase Order/Contract becomes void and of no effect after June 30.

Section 9 - Exhibits

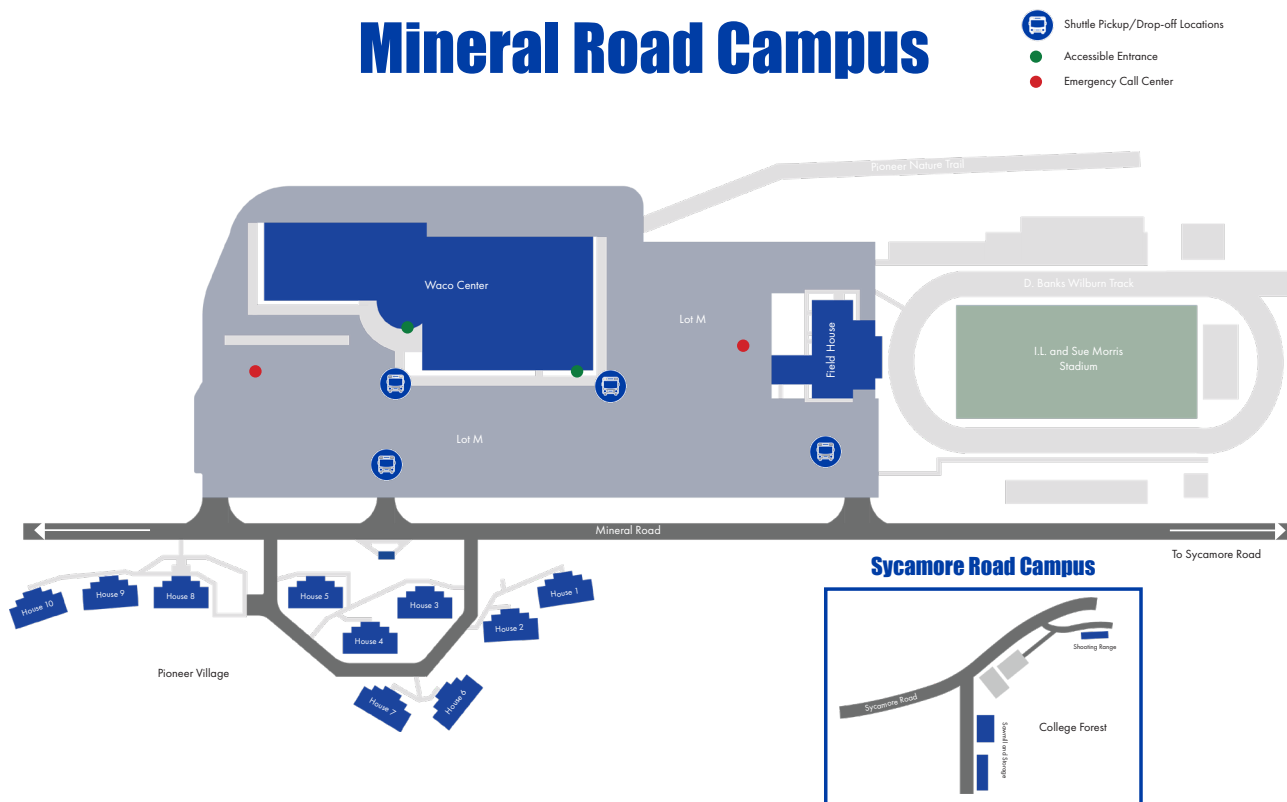
Exhibit “A” – Campus Map

Glenville State University

Main Campus



Mineral Road Campus



Sycamore Road Campus

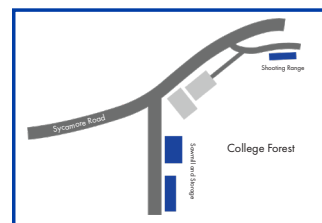


Exhibit “B” – Vendor Requirements

Exhibit “B” – Vendor Requirements

1. West Virginia Secretary of State (WVSOS)

The business structures listed below must be on file and in compliance with the WVSOS.

- Corporation
- Cooperative Association
- Limited Liability Company (LLC/PLLC)
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)
- Voluntary Association
- Business Trust
- Unincorporated Nonprofit Association

The company must be able to provide proof of compliance with the WVSOS. Examples of proof are a “Certificate of Existence”, a “Certificate of Authority”, or an “Exemption Certificate”. For guidance, contact the WVSOS by phone at 1-304-558-6000 or visit their website for more information. Link: <https://sos.wv.gov/Pages/default.aspx>

2. West Virginia Tax Division (WVTD)

The business structures listed below must be on file and in compliance with the WVTD.

- Individual/Sole Proprietorship
- General Partnership
- Joint Venture
- Association

The company must be able to provide a “Statement of Good Standing” as proof of compliance. For guidance, contact the WVTD by phone at 1-304-558-3333 or visit their website for more information. Link: <https://tax.wv.gov/Pages/default.aspx>

3. WorkForce WV (WFWV) Unemployment Compensation

A business that employs one or more persons in the State of West Virginia is liable for Unemployment Compensation Tax. The company must be able provide a “Certificate of Good Standing” as proof of compliance with WFWV. For guidance, contact the WFWV by phone at 1-800-252-5627 or visit their website for more information. Link: <https://www.workforcewv.org/>

4. West Virginia Office of the Insurance Commissioner (WVOIC) Workers Compensation

A business that employs one or more persons in the State of West Virginia is legally required to maintain workers' compensation insurance coverage on their employees. The company must be able to provide a "Certificate of Good Standing" as proof of compliance with WFWV or include the information on the "Certificate of Liability Insurance" form. For guidance, contact the WFWV by phone at 1-304-558-6279 or visit their website for more information. Link: <https://www.wvinsurance.gov/>

5. West Virginia Division of Labor (WVDOL)

Vendors who perform constructions services must comply with the WVDOL. The vendor and all of its sub-contractors must be able to provide a copy of their Contractor's License as proof of compliance or other written proof from the WVDOL if they are an exempt entity. For guidance, contact the WVDOL by phone at 1-304-558-7890 or visit their website for more information. Link: <https://labor.wv.gov/Pages/default.aspx>

6. West Virginia Purchasing Division (WVPD) (Vendor Registration)

Vendors must be properly registered with the WVPD and pay the registration fee if required. For guidance, contact the WVPD by phone at 1-304-558-2311 or visit their website for more information. <https://www.state.wv.us/admin/purchase/>

7. West Virginia Department of Administration – Finance Division (WVDOA-Finance)

Vendors are required to be on file with the WVDOA-Finance Vendor Customer File (VCF). A "W-9 Request for Taxpayer Identification Number and Certification" form is required to add or change a vendor in the VCF. The form should be emailed to accounts.payable@glennville.edu. For guidance, contact the Glenville State University Accounts Payable Office by phone at 1-304-462-6180 or by email at accounts.payable@glennville.edu.

**Exhibit “C” – Special Provisions for Disadvantaged and Women Business
Enterprise Utilization**

SPECIAL PROVISIONS FOR DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE UTILIZATION

The following Special Provisions for Disadvantaged and Women Business Enterprise Utilization are hereby added to the General Conditions of the Contract for Construction and shall be binding upon the Contractor.

ARTICLE 1

GENERAL PROVISIONS

1.1 POLICY STATEMENT

1.1.1 The State of West Virginia is committed to assuring the participation of Disadvantaged and Women Business Enterprises in its construction programs. To that end, it is the policy of the Owner that Disadvantaged Business Enterprises (DBEs) and Women-Owned Business Enterprises (WBEs) as defined below, shall have the maximum opportunity to participate in the performance of construction Work executed in behalf of the Owner. The Owner hereby incorporates the following requirements of the Contract to implement this commitment.

1.2. NON DISCRIMINATION IN SUBCONTRACT AND VENDOR WORK

1.2.1 The Contractor and his Subcontractors shall not discriminate on the basis of race, color, natural origin or sex in the award and/or performance of construction subcontractors or vendor work with the West Virginia Owner. Further, the Contractor and his Subcontractors shall take all necessary steps to ensure that DBEs/WBEs as defined below have the maximum opportunity to compete for and perform subcontract and vendor work in the execution of this Contract.

1.3 CONTRACTOR'S DBE (MBE)/WBE OBLIGATION

1.3.1 The Contractor's and his Subcontractor's target is to provide subcontracting or vendor opportunities to Disadvantaged Business Enterprises and Women-Owned Business Enterprises in an aggregated amount of 5.0% of the total value of this Contract. In meeting this 5.0% target, a minimum of 1.5% for either DBEs or WBEs is to be achieved to ensure participation by both groups.

1.4 DEFINITIONS

1.4.1 Disadvantaged Business means a small business concern:

- .1 Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- .2 Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who owns it.

1.4.2 Small Business Concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

1.4.3 Socially and Economically Disadvantaged Individuals means those who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act. The following groups are considered socially and economically disadvantaged:

- .1 Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
- .2 Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- .3 Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- .4 Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the North Marianas; and
- .5 Asian-Indian Americans, which includes persons whose origins are from India, Pakistan and Bangladesh.

1.4.4 Women-Owned Business means a small business concern as defined in paragraph 3 of the Small Business Act, which is owned and controlled by one or more women.

1.4.5 Certified means as verified and/or registered with either of the following State of West Virginia Agencies: West Virginia Department of Transportation or the Governor's Office of Community and Industrial Development.

ARTICLE 2

IMPLEMENTATION

2.1 CONTRACTOR'S PLAN FOR UTILIZATION

2.1.1 The Contractor shall submit a Plan for utilization of DBE's and WBE's no later than thirty (30) days following the Owner's written Notice to Proceed and/or receipt of a Purchase Order.

2.1.2 The plan shall indicate the results achieved during the bid process as Part A of the Plan and as Part B of the Plan, the Contractor and his Subcontractors will indicate those additional areas wherein a good faith effort will be made to meet the targets of 5.0% total participation and the 1.5% minimum participation for either DBEs or WBEs.

2.1.3 Part A of the Plan shall indicate the workscope and its value and reflect the method of calculation of each certified DBE/WBE participating and include:

- .1 Name of DBE/WBE Subcontractor(s) or Supplier(s);
- .2 Description of Work each is to perform;
- .3 The dollar value of each proposed DBE/WBE subcontract and the percentage of the total Contract value this represents;
- .4 The dollar value of materials to be furnished by DBE/WBE suppliers and manufacturers, provided that the DBEs/WBEs assume the actual and contractual responsibility for the materials and supplies:
 - a. The entire expenditure may be counted to a DBE/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them for resale);
 - b. Twenty (20) percent of expenditures may be counted to DBE/WBE suppliers that are not manufacturers provided that the DBE/WBE supplier performs a commercially useful function in the supply process; and
 - c. Up to a maximum of twenty (20) percent of the actual labor costs may be counted of the expenditure to a DBE/WBE Subcontractor that performs a labor management function.
- .5 The dollar value of services provided by DBEs/WBEs such as quality control testing, equipment repair and maintenance, engineering stakeout, etc.

2.1.4 Part B of the Plan shall indicate those subcontract and vendor opportunities uncommitted at the time the plan is submitted and for which the Contractor and his Subcontractors will continue to make a good faith effort for the employment of DBEs/WBEs.

2.1.5 The Contractor shall designate and make known to the Owner the person to whom the Contractor has assigned the responsibility of effectively administering and promoting the utilization of DBEs and WBEs on the project.

2.1.6 The Contractor's signature in submitting the Plan shall represent his assurances that a good faith effort will be pursued to achieve the target participation of DBEs/WBEs.

2.1.7 The Contractor and his Subcontractors are also encouraged to use the services of banks owned and controlled by the Disadvantaged and Women.

2.1.8 Changes to this plan must be reviewed with the Owner at least 10 days prior to the Contractor or the Subcontractors taking any action that would reduce the potential employment of DBEs/WBEs.

2.2 CERTIFICATION OF DBE(MBE/WBE)

2.2.1 Directories and information about certified DBE/WBE firms are available to the bidding contractors and Subcontractors from the State Agencies identified in Subparagraph 1.4.5 above.

2.2.2 Those DBE/WBE firms which are currently registered and approved with either of the two State Agencies identified in Subparagraph 1.4.5 will be accepted as qualifying for participation toward meeting the Contractor's goal of 5.0% of the value of the Contract being performed by DBEs/WBEs.

2.2.3 Those DBE/WBE firms not so certified and/or registered must become so by submitting appropriate documentation to either of the agencies for review and approval. The firm proposing to be certified shall contact one of the above referenced State Agencies direct to confirm required documentation.

2.2.4 Included at the end of this section are DBE(MBE)/WBE certification, EO Form 475 – Schedule A. Information for Determining Disadvantaged (Minority) and Women Business Enterprise Eligibility. Application copies can be made from these forms or the forms may be obtained directly from the State Agency.

2.2.5 Only certified firms can be counted toward meeting the 5.0% goal requirement of the Contract. However, application for certification by a DBE/WBE may be considered as being adequate for the submittal of the Contractor's Utilization Plan.

2.2.6 In the event there is a dispute between the Contractor or his Subcontractor and the referenced State Agencies as to whether a firm is certifiable, the Contractor shall refer the affected DBE or WBE to the Owner for review and final determination as to whether their participation meets the DBE/WBE affirmative action objectives of the Owner.

2.3 GOOD FAITH EFFORT

2.3.1 The Contractor and Subcontractors must document that a good faith effort has been made to maximize the participation of DBEs/WBEs. Given the high unemployment in the State of West Virginia, the focus of this effort shall be for the utilization of West Virginia DBEs/WBEs and confirmation of a good faith effort to achieve the target will be measured by performance in that area and in the documented effort reflecting whether:

- .1 The Contractor attended any pre-solicitation or prebid meetings that were scheduled to inform DBEs/WBEs of contracting and subcontracting opportunities;
- .2 The Contractor advertised in trade association, general circulation, and minority-focus media concerning subcontracting opportunities;
- .3 The Contractor and Subcontractors provided written notice to a reasonable number of specific DBEs/WBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs/WBEs to participate effectively;
- .4 The Contractor and Subcontractors followed up initial solicitations of interest by contacting DBEs/WBEs to determine with certainty whether the DBEs/WBEs were interested;
- .5 The Contractor and Subcontractors selected portions of the Work to be performed by DBEs/WBEs in order to increase the likelihood of meeting the DBEs/WBEs goals (including where appropriate, breaking down contracts into economically feasible units to facilitate DBE/WBE participation);

- .6 The Contractor and Subcontractors provided interested DBEs/WBEs with adequate information about the plans, specifications and requirement of the Contract;
- .7 The Contractor and Subcontractors negotiated in good faith with interested DBEs/WBEs, not rejecting DBEs/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- .8 The Contractor and Subcontractors made efforts to assist interested DBEs/WBEs in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor; and
- .9 The Contractor and Subcontractors effectively used the services of available minority community organizations; minority contractors; group; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs/WBEs.

2.3.2 Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

2.3.3 The Contractor and Subcontractors must keep detailed records to substantiate that a good faith effort has been made to meet the contractor's DBE/WBE obligations and shall provide reports to the Owner upon request.

2.4 FAILURE TO COMPLY

2.4.1 The Contractor or any Subcontractor failing to make a good faith effort to achieve the DBE/WBE targets as set forth above, may be judged in default of Contract; and after written notification of such failure does not provide redress of the failure within thirty (30) days, the Owner may terminate the Contract or subcontract or initiate such other remedies as it deems appropriate.

END OF SPECIAL PROVISIONS FOR DBE-WBE UTILIZATION

Exhibit “D” – Drug Fee Workplace Conformance Affidavit & Report Coversheet

WV-73

Approved / April 30, 2020



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

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: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

 (Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

Exhibit “E” – Addendum Acknowledgement Form

Exhibit "E" – Addendum Acknowledgement Form

I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal documents.

Note 1: Failure to acknowledge addenda may result in bid disqualification.

Note 2: This addendum acknowledgement should be submitted with the proposal to expedite document processing.

Check the box next to each addendum received

☐ Addendum Number 1
☐ Addendum Number 2
☐ Addendum Number 3
☐ Addendum Number 4
☐ Addendum Number 5
☐ Addendum Number 6
☐ Addendum Number 7
☐ Addendum Number 8
☐ Addendum Number 9
☐ Addendum Number 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of the proposal. I further understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representatives and any GSU personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Authorized By:

Name (Type or Print): _____

Title (Type or Print): _____

Signature (In Blue Ink): _____ **Date:** _____

Telephone #: _____ **Email Address:** _____

AFFIX CORPORATE SEAL IF APPLICABLE:

Exhibit “F” – Form of Proposal

Exhibit "F" – Form of Proposal

Submitted To: Glenville State University 200 High Street Glenville, WV 26351

Submitted By: _____
Company Name and Address

Contractor's License Number: _____

The amount of the base bid, the alternate bids and or any unit prices is to be shown in both words and numbers. The written amount shall prevail in the event of a difference between the written amount and the numerical amount.

The undersigned, hereinafter called the Proposer, being familiar with and understanding the Request for Proposal documents dated February 28, 2023 and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to perform all work in accordance with the Request for Proposal documents within the time set forth below for the SUM OF:

BASE BID	
NUMERICAL	
IN WORDS	
DATE WORK TO BE COMPLETED BY	

ALTERNATE #1 - CUPOLA	
NUMERICAL	
IN WORDS	
DATE WORK TO BE COMPLETED BY	

Authorized By:

Name (Type or Print): _____

Title (Type or Print): _____

Signature (In Blue Ink): _____ Date: _____

Telephone #: _____ Email Address: _____

AFFIX CORPORATE SEAL IF APPLICABLE:

Exhibit “G” – Bid Bond & Bid Bond Preparation Instructions

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
(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 Obligor, 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 Obligor 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).

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

Principal Seal _____ (Q)
(Name of Principal)
(R)
By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

(T)
Title
Surety Seal _____ (V)
(Name of Surety)
(U)

(W)
Attorney-in-Fact

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

Exhibit “H” - GSU Purchase Order Example

[illegible]

Exhibit “I” – GSU Terms & Conditions

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Claims Commission.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **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 Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor 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 Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

Exhibit “J” – Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 _____

Exhibit “K” – Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)

Insert Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insert the Name & Address of the insurance broker.	CONTACT NAME:	Insert	
		PHONE (A/C, No, Ext):	Insert	FAX (A/C, No):
INSURED	Insert the Name & Address of the person or entity. Must be the legal name.	E-MAIL ADDRESS:	Insert	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Insert	Insert
		INSURER B:	Insert	Insert
		INSURER C:	Insert	Insert
		INSURER D:	Insert	Insert
		INSURER E:	Insert	Insert
		INSURER F:	Insert	Insert

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Wrongful Act <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			INSERT	INSERT	INSERT	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000.00 MED EXP (Any one person) \$ 0.00 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INSERT	INSERT	INSERT	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			INSERT	INSERT	INSERT	EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	INSERT STOP GAP	INSERT	INSERT	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT RELEVANT INFORMATION AND THE FOLLOWING STATEMENT:

GLENVILLE STATE COLLEGE 200 HIGH STREET, GLENVILLE, WV 26351 IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

GLENVILLE STATE COLLEGE
200 HIGH STREET
GLENVILLE, WV 26351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit “L” – Labor and Material Payment Bond with Acknowledgments & Instructions

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.

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

This _____ day of _____ 20 _____.

Attorney General
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.**

Exhibit “M” – Performance Bond with Acknowledgments & Instructions

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 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

This _____ day of _____ 20 _____.

Attorney General

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.**

Exhibit “N” – Maintenance Bond with Acknowledgments & Instructions

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

as Oblige, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:
1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name)

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.

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.**