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)______

(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

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

<u>Bid Bond</u>

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

__________________**(Q)**__________________
(Name of Principal)

(R)

By________________**(S)**________________
(Must be President, Vice President, or Duly Authorized Agent)

__________________**(T)**__________________
Title

Surety Seal

(U)

__________________**(V)**__________________
(Name of Surety)

______________**(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.

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
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): ____

Vendor: ____

Contract Name or Identifier/Lease Number ("Contract"): _____________________________________

Commodity/Service: ____

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT –** The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

   The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING –**Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.

3. **TERMINATION FOR CONVENIENCE –** The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.

4. **GOVERNING LAW –** The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.

5. **JURISDICTION/DISPUTES –** All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.

6. **PRESERVATION OF STATE LEGAL RIGHTS -** Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:

   a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.

   b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.

   c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.

   d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.

   e. Any provision limiting the time within which the State may file a claim or initiate any legal action.

   f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.

   g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.

7. **TAXES –** The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.

9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.

10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.

11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.

12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

    All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:

    a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.

    b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

    Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum The Vendor shall indemnify and defend the State against all claims resulting from a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.

15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold** *Italics, or* <u>underline</u> to identify language being added and using bold **~~strikethrough~~** to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: ______________________________	Vendor: ______________________________
By: ______________________________	By: ______________________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________