

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tempo Construction, LLC
of Charleston, WV, as Principal, and Nationwide Mutual Insurance Company
of Columbus, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Columbus, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Concrete Sidewalk Project @ Southwestern Regional Jail

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 27th day of January, 2023.

Principal Seal

Tempo Construction, LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT / MAN. MEMBER
(Title)

Surety Seal

Nationwide Mutual Insurance Company
(Name of Surety)
By: [Signature]
Tammy S. Selbe, Licensed WV Resident Agent 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ANDREW K TEETER; DOUGLAS P TAYLOR; KIMBERLY L MILES; TAMMY S SELBE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of January, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary



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

I, Mary J. Neenan, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Tempo Construction LLC; and,
(Company Name)
- 2. I do hereby attest that Tempo Construction LLC
(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: Mary J. Neenan
 Signature: *Mary J. Neenan*
 Title: MANAGING MEMBER
 Company Name: Tempo Construction LLC
 Date: 1/20/2023

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 20 day of January, 2023.

By Commission expires May 11, 2027

(Seal)

Steven Hawkins
 (Notary Public)



OFFICIAL SEAL
 NOTARY PUBLIC
 STATE OF WEST VIRGINIA
 Steven Hawkins
 Tempo Construction LLC
 PO Box 40028
 CHARLESTON WV 25634
 My Commission Expires May 11, 2027

STATE OF WEST VIRGINIA
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 §15A-3-14, 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: Tempo Construction LLC

Authorized Signature:  Date: 1/23/2023

State of West Virginia

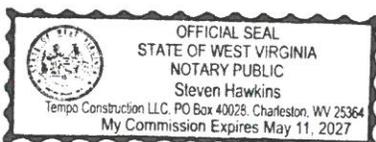
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of January, 2021.

My Commission expires May 11, 2022, 2021

AFFIX SEAL HERE

NOTARY PUBLIC 



**Exhibit A - Pricing Page - Front Entrance Concrete Pad
Southwestern Regional Jail & Correctional Facility
ARFQ 0608 DCR2300000033**

Section:	Description of Service	Bid Amount	Quantity	Extended Amount
5.1.5	Total Contract Bid Amount	\$ 72,043.00	1	\$ 72,043.00
Total Contract Bid				\$ 72,043.00

Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Vendor Name: Tempo Construction LLC
Vendor Address: PO Box 40028, Charleston, WV 25364
Email Address: mary.neenan@tempowv.com
Phone Number: 304-741-5588
Fax Number: N/A
Signature: 

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DCR23*33

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Tempo Construction LLC

Company



Authorized Signature

1/20/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security - Division of Administrative Services on behalf of the West Virginia Division of Corrections and Rehabilitation is soliciting bids for the Southwestern Regional Jail & Correctional Facility located at 1300 Gaston Caperton Drive, Holden, WV 25625 to establish a lump sum contract for the removal and replacement of the concrete entrance pad as described below.

This facility is seeking to replace the deteriorated concrete pad at the entrance of the facility. The area is approximately 57' in width X 50' 5" in length. Existing concrete must be removed and disposed of. New concrete shall be poured at a minimum of 6" with a 4,000 PSI rating. Expansion joint material must be placed next to the existing concrete pads, on each side of the columns, and at the entrance doors.

INVOICE TO		SHIP TO	
SOUTH WESTERN REGIONAL JAIL 1300 GASTON CAPERTON RD		SOUTH WESTERN REGIONAL JAIL 1300 GASTON CAPERTON RD	
HOLDEN US	WV	HOLDEN US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Concrete Pad Project - Total Bid Amount				

Comm Code	Manufacturer	Specification	Model #
30121704			

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00am EST	2023-01-12
2	Deadline for Question Due is 2:00pm EST	2023-01-20
3	Bid Due By 2:00pm EST.	2023-01-27

	Document Phase	Document Description	Page
DCR2300000033	Final	Concrete Sidewalk Project @ Southwestern Regional Jail	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page
DCR2300000033	Final	Concrete Sidewalk Project @ Southwestern Regional Jail	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions