

# Exhibit A Pricing Page CRFQ ADJ21\*14

2020 AUG 18 AM 10: 32

WV PULCHASING DIVISION.

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR CONNECTION & INSTALLATION OF AN AGENCY OWNED 150KW GENERATOR AND AUTOMATIC TRANSFER SWITCH INCLUDING ALL ELECTRICAL WORK AND START-UP SERVICES:

#### COMBINED SUPPORT MAINTENANCE SHOP (CSMS) 111 ARMY/NAVY DRIVE, RED HOUSE, WV 25168

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR CO	MPANY NAME:	Daniels Electric, I	nc.	
VENDOR ADI	DRESS:	PO Box 3426	P. 115	
	-	Charleston, WV 2	25334	
TELEPHONE	Topographic State State Control of State S	304-344-1113		cu m a month
FAX NUMBER	R:	304-344-1146		
E-MAIL ADDR	RESS:	frame333@aol.co	m	
	WORK AND STAR 31.00 - Seventy T	Three Thousand Nine ract bid to be written in wo	CSMS Shop, Red I	
Failure to use		sult in bid disqualification.	os and numbers.)	
SIGNATURE:	Frank lo	es l	DATE:	8-17-20
NAME:	Frank Roush	M		
TITLE:	GM 	lease Print)		₩ •

STATE OF WEST VIRGINIA
Agency PURCHASING DIVISION
REQ P.O# CRFQ 0603 ADJ21000000

#### BID BOND

of CHARLESTON WEST VI		h Maria in the second s
MALTY CO FREE DESPICATIONS	RGINIA	_, as Principal, and ERIE INSURANCE PROPERTY
V management and the second and the		rganized and existing under the laws of the State of
	IB bid amount	_, as Surety, are held and firmly bound unto the State
		- 17 Payment of Windle
well and Iruly to be made, we jointly and severally bind ourse	ives, our heirs, adn	ninistrators, executors, successors and assigns.
The Condition of the above obligation is such that	t whereas the Prir	ncipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attact CSMS GENERATOR — ELECTRICAL INSTAL	ned herelo and med LATION	de a part hereof, to enter into a contract in writing for
Gallander vertreben der	S. (B)C SESSIONSONSONSIA IN INC. (S. C.	
NOW THEREFORE,		
(a) If said bid shall be rejected, or		
(b) If said bid shall be accepted and the Price	ncipel shall enter i	nto a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insure the agreement created by the acceptance of said bid, then th	ance required by the	B bid or proposal, and shall in all other regnants madern
full force and effect. It is expressly understood and agreed i	is obligation shall b that the liability of t	e null and void, otherwise this obligation shall remain in he Surety for any and all claims hereunder shall in no.
event, exceed the penal amount of this obligation as herein st	land and	The state of the s
	laleu,	
The Surety, for the value received, hereby stipulates way impaired or affected by any extension of the time with waive notice of any such extension.	s and agrees that ti	ne obligations of said Surety and its bond shall be in no se may accept such bid, and said Surety does hereby
way impalred or affected by any extension of the time with waive notice of any such extension.	s and agrees that the which the Oblige	er may accept such bid, and said Surety does hereby executed and sealed by a proper officer of Principal and
way impalred or affected by any extension of the time with waive notice of any such extension.	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	ne obligations of said Surety and its bond shall be in no see may accept such bid, and said Surety does hereby executed and sealed by a proper officer of Principal and AUGUST
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seats of Prin	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	er may accept such bid, and said Surety does hereby executed and sealed by a proper officer of Principal and
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	executed and sealed by a proper officer of Principal and AUGUST, 20
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	executed and sealed by a proper officer of Principal and AUGUST 2020.  DANIELS ELECTRIC, INC.  (Name of Principal)
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	executed and sealed by a proper officer of Principal and AUGUST 20 <sup>20</sup> DANIELS ELECTRIC, INC.  (Name of Principal)
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	executed and sealed by a proper officer of Principal and AUGUST 20 <sup>20</sup> DANIELS ELECTRIC, INC.  (Name of Principal)  By (Must be President, Vice President, or
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the make the state of the obligence of the original and Surety, endings of the state of the	pa may accept such bid, and said Surety does hereby executed and sealed by a proper officer of Principal and AUGUST 2020.  DANIELS ELECTRIC, INC.  (Name of Principal)  By (Must be President, Vice President, or Duly Authorized Agent)
way impalred or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,  Principal Seal	s and agrees that the which the Oblige nicipal and Surely, entering this 18th day of 1	executed and sealed by a proper officer of Principal and AUGUST 2020.  DANIELS ELECTRIC, INC.  (Name of Principal)  By (Must be President, Vice President, or Duly Authorized Agent)  PRESIDENT
way impaired or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,	s and agrees that the which the Oblige nicipal and Surely, entering this 18th day of 1	pa may accept such bid, and said Surety does hereby executed and sealed by a proper officer of Principal and AUGUST 2020.  DANIELS ELECTRIC, INC.  (Name of Principal)  By (Must be President, Vice President, or Duly Authorized Agent)  PRESIDENT (Title)
way impalred or affected by any extension of the time with waive notice of any such extension.  WITNESS, the following signatures and seals of Prin Surety, or by Principal individually if Principal is an individual,  Principal Seal	s and agrees that the which the Oblige nicipal and Surely, entering this 18th day of 1	page may accept such bid, and said Surety does hereby  executed and sealed by a proper officer of Principal and AUGUST 2020.  DANIELS ELECTRIC, INC.  (Name of Principal)  By (Must be President, Vice President, or Duly Authorized Agent)  PRESIDENT (Title)  LE INSURANCE PROPERTY & CASUALTY COM

Attorney-in-Fact
SHARON R REES
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.



#### **ERIE INSURANCE** PROPERTY & CASUALTY COMPANY ERIE, PA 16530

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation

duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint ------ Sharon R. Rees and Berty J. Young individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). --And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof. The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed: "RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her. RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof." This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 2nd day of September, 2016. and said Resolution has not been amended or repealed: "RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Shella M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company. IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016. Timothy G. NeCastro Chief Executive Officer COMMONWEALTH OF PENNSYLVANIA ) ss. **COUNTY OF ERIE** On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of My commission expires June 27, 2020 Directors of said corporation and that he signed his name thereto Notary Public by like order. CERTIFICATE I, Brian W. Bolash, Secretary of ERIE INSURANCE

PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.

this 18th

day of August 20 Ab



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

STATE	OF WEST VIRGINIA,	
COUNT	Y OF Kanawha	, TO-WIT:
<sub>I,</sub> Fran	k Roush,	after being first duly sworn, depose and state as follows:
1. I	am an employee of Dar	riels Electric, Inc. (Company Name); and,
2. I	do hereby attest that $\underline{D}$	(Company Name)
m p	naintains a written plan f olicy are in compliance w	or a drug-free workplace policy and that such plan and with <b>West Virginia Code</b> §21-1D.
The abo	ve statements are sworr	to under the penalty of perjury.
		Printed Name: Frank Roush Signature:
		Title: GM
		Company Name: Daniels Electric, Inc.
		Date: 8-17-20
		before me this 17th day of Digust , 2020.
By Comi	mission expires July	11th sese
(Seal)	NOTARY PUBLIC OFFICIAL SEAL RICHARD R PRATHER State of West Virginia My Commission Expires July 11, 2022 162 Craigo Lane Charleston, WV 25311	(Notary Public)  Rev. July 7, 2017

#### 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 exceed 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: Daniels Electric, Inc.	0	
Authorized Signature:		Date: 8-17-20
State of West Virginia		
County of Kanawha , to-wit:		
Taken, subscribed, and sworn to before me this	day of August	, 20 <u><b>20</b></u>
My Commission expires	, 20,50	
NOTARY PUBLIC OFFICIAL SEAL HE THEHARD R PRATHER State of West Virginia My Commission Expires July 11, 2022 162 Craigo Lane Charleston, WV 25311	NOTARY PUBLIC	Purchasing Affidavit (Revised 01/19/2018)

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2100000014

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.

	box next to each addendur	n received)		
[\frac{\psi}{\psi}	Addendum No. 1	[ ]	Addendum No.	6
[	Addendum No. 2	[ ]	Addendum No.	7
[	] Addendum No. 3	[ ]	Addendum No.	8
[	] Addendum No. 4	[ ]	Addendum No.	9
further und	Addendum No. 5  d that failure to confirm the erstand that that any verbal held between Vendor's report	l representati	ion made or assun	use for rejection of this bid
further und discussion	d that failure to confirm the	l representati resentatives	nddenda may be ca ion made or assun and any state pers	nuse for rejection of this bid ned to be made during any o onnel is not binding. Only
further und discussion	d that failure to confirm the erstand that that any verbal held between Vendor's rep	l representati resentatives	addenda may be cation made or assum and any state persocifications by an o	nuse for rejection of this bid ned to be made during any o onnel is not binding. Only official addendum is binding
further und discussion	d that failure to confirm the erstand that that any verbal held between Vendor's rep	l representati resentatives	addenda may be cation made or assum and any state persocifications by an o	nuse for rejection of this bid ned to be made during any o onnel is not binding. Only



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 09 - Construction

Proc Folder: 763411 Doc Description: Addendum No. 1 - CSMS Generator- Electrical Installation Proc Type: Central Purchase Order Date Issued Solicitation Closes Solicitation No Version 2020-08-12 2020-08-18 CRFQ 0603 ADJ2100000014 2 13:30:00

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

**PURCHASING DIVISION** 

2019 WASHINGTON ST.E.

CHARLESTON

W

25305

US

Vendor Name, Address and Telephone Number:
Paniels Electric
P.O. Box 3426.
Chas. Wa. 25334

304-344-1113

FOR INFORMATION CONTACT THE BUYER

Tara Lyle

(304) 558-2544

tara.l.iyle@wv.gov

Signature X

55-056-5199

DATE 8-17-2020

All offers subject to all terms and conditions contained in this solicitation



## WEST VIRGINIA CONTRACTOR LICENSING BOARD

## **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WVODED92

#### Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

DANIELS ELECTRIC INC DBA DANIELS ELECTRIC INC PO BOX 3426 CHARLESTON, WV 25334

**Date Issued** 

**Expiration Date** 

NOVEMBER 02, 2019

NOVEMBER 02, 2020

Authorized Company Signature

63...

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

#### DATE MM/DOYYYY AGORD. CERTIFICATE OF LIABILITY INSURANCE 8/18/2020 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Highland Insurance, Inc. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. PO Box 2487 Huntington, WV 25725 INSURERS AFFORDING COVERAGE (304) 529-3381 NAICH INSURED DANIELS ELECTRIC, INC. INSURER A: ERIE INSURANCE INSURER B ENCOVA/BRICKSTREET INSURANCE P. O. BOX 3426 INSURER C CHARLESTON, WV 25334 INSURER D INSURER E COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES: AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY) LTR INSKO POLICY NUMBER TYPE OF INSURANCE GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurence) X COMMERCIAL GENERAL LIABILITY 1,000,000 CLAIMSMADE X OCCUR MED EXP (Any one person) 5,000 Q46 7150045 10/21/19 10/21/20 x PERSONAL & ADVINJURY 1,000.000 GENERAL AGGREGATE 2,000.000 GENL AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG 1 2,000.000 X POLICY **AUTOMOBILE LIABILITY** COMBINEO SINGLE LIMIT (Es accident) 1,000,000 X ANYAUTO ALL OWNED AUTOS **BODILY INJURY** (Per person) SCHEDULED AUTOS X HIRED AUTOS Q10 7140003 10/21/19 10/21/20 BODILY INJURY (Peraccident) X NON-OWNEDAUTOS X non-owned PROPERTY DAMAGE Per accident phys damage GARAGE LIABILITY AUTO ONLY-EA ACCIDENT ANYAUTO OTHER THAN AUTO ONLY. AGG EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE 2,000,000 X OCCUR CLAMSMADE AGGREGATE 2.000.000 \$ 034 7170016 10/21/19 10/21/20 ŝ DEDUCTIBLE 32 RETENTION 2 X WCSTATU-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WCB1031781 05/29/20 05/29/21 E L EACH ACCIDENT 1,000,000 ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? EL DISEASE : EA EMPLOYER \$ 1,000,000 Il yes, describe under SPECIAL PROVISIONS below EL DISEASE POLICYLIMIT \$ 1,000,000 OTHER WC INCLUDES BROAD FORM DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS CSMS GENERATOR-ELECTRICAL INSTALLATION CERTIFICATE HOLDER CANCELL ATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION WV ARMY NATIONAL GUARD DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN 1707 COONSKIN DR NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL CHARLESTON, WV 25311 IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES
AUTHORIZED REPRESENTATIVE

### REQUEST FOR QUOTATION CRFQ ADJ21\*14 - CSMS Generator-Electrical Installation

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 12. MISCELLANEOUS:

**12.1.** Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Frank Roush	
Telephone Number:	304-344-1113	
Fax Number:	304-344-1146	
Email Address:	frame333@aol.com	

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the
Contract Administrator and the initial point of contact for matters relating to this Contract.
Frank Rough Gen Manager
(Name, Title) Frank Roush - GM
(Printed Name and Title) PO Box 3426 Charleston, WV 25334
(Address) 304-344-1113 304-344-1146
(Phone Number) / (Fax Number) frame333@aol.com
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
Daniels Electric, Inc.
(Company)  Gen Manger  (Authorized Signature) (Representative Name, Title)
Frank Roush - GM
(Printed Name and Title of Authorized Representative)
8-17-20
(Date)
304-344-1113 304-344-1146
(Phone Number) (Fax Number)