#### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Techline, INC.	
(Company)	
Kandall Morse (Authorized Signature)	
RANDALL Morse, SR.	ACCT. REP
(Representative Name, Title)	
817-561-9900 817 (Phone Number) (Fax Nu	<u>'-561-9902</u> mber)
6-25-2013	
(Date)	

Randall Morse	Phone	817	561-9901
Techline, INC.			
5401 Martin Stre	et	·	Dept./Floor/Suite/Roor
Fort Worth State	TX	ZIP /	6119

## **EXHIBIT A**

Pricing Page

RFQ#: 851303008

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Amount	
1	120	Each	Steel Poles	# 7251.30	#870,156.00	

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 851303008

**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)						
	I	]	Addendum No. 1	[	]	Addendum No. 6
	[	1	Addendum No. 2	[	]	Addendum No. 7
•	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	[	]	Addendum No. 5	[	]	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.

Techline, INC.

Company

Roudall Morse

Authorized Signature

6-25-2013

Date

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

- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- During its performance of this Contract, Vendor must 7.4 Contract Manager: 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: Randall Morse
Telephone Number: \$17-561-9900

Fax Number: 817-561-9902

Email Address: rmorse & techline-INC. 60M



#### BID BOND

		BOND NO.
KNOW ALL MEN BY THESE PRESENTS, That we,		
America USA, a corporation duly organized under th bound unto State of West Virginia	e laws of th	
as Obligee, in the sum of FIVE PERCENT GREATE	ST AMOU	NT BID BY ABOVE MENTIONED PRINCIPAL
(\$5% gab) Dollars for the payme	nt of which	Principal and Surety bind ourselves, our heirs,
executors, administrators, successors and assigns, j WHEREAS, Principal has submitted a bid for Galvai		
		, the
Project.	•	
Principal's bid and the next lowest bid for the Project remain in full force and effect.  Signed and sealed this 24th day of June	:, whicheve	er is less: this obligation is null and void, otherwise to
		Techline, Inc.
Witness	BY:	Principal Principal
	ITS:	<u>CFO</u>
,	The G	Guarantee Company of North America USA
Witness Jennifer Campbell)	BY: <sup>-</sup>	Attorney-In-Fact Tracy L Gingras

Bid Bond - Rev. 2/20/13



#### The Guarantee Company of North America USA Southfield, Michigan

#### POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

> Tracy L. Gingras, William H. Blanchard, Gary B. McElroy, Jennifer Campbell Higginbotham Insurance Agency, Inc. ~ Fort Worth

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX. Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and

To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -

Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN **County of Oakland** 

Stephen C. Ruschak, Vice President

Randali Musselman, Secretary

cracel pursele

2013

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia a. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of Brauetunde

Randall Musselman, Secretary

RFQ No.	851303008
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### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

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

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

#### **DEFINITIONS:**

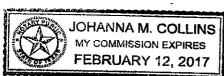
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: 1echline, INC.	
Authorized Signature: Randall Man	Date: 6/25/2013
State of TOXAS	, , -
County of and to-wit:	
Taken, subscribed, and swom to before me this 25 day	yor June . 20/3
My Commission expires Flonhan 12	, 20 <u>1</u> 7]
AFFIX SEAL HERE	NOTARY PUBLIC Mann M. Collins
•	Purchasing Aftidavit (Revised 07/01/2012)



NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.