

/U2/12/15 12:28:32 WW Purchasing Division

AMERICAN ELECTRIC EQUIPMENT, INC.

P.O. Box 710 Beckley, WV 25801

> Call: (304)255-7438 Fax: (304)255-7448

FAX TRANSMISSION From: Pages: (including cover)\\ To: MESSAGE: -CORIS00000021



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: 58640		
		mergency Power System at Denmar Correctional Center	
Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-03	2014-12-30	CRFQ 0608 COR1500000021	1

BID FECE (1.5)
BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

American Rectine Easipment, Inc.

Po Box 710

Beckley, Lev 25802

304.255-7438

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov

Signature X Work lacal

FEIN# 55-0653450

DATE 12/26/14

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

Addendum Numbers Received:

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR1500000021

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.

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

Date

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

Agency Corrections	
REQ.P.O# COR150000	00021

BID BOND

		DID BOTTO	e i west loo
		That we the undersigned	American Electric Equipment, Inc.
	KNOW ALL MEN BY	THESE PRESENTS, That we, the undersigned, West Virginia	as Principal, and The Ohio Casualty Insurance as Principal, and existing under the laws of the State of
	of Beckley	Ot in	omanized and existing under the laws of the State of
Co	of Fairfield		
Ohio	with its prine	cipal office in the City of Fairfield	Rid (c. 5% of Bid) for the payment of which,
f West	t Virginia, as Obligee, ir	n the penal sum of Five Percent of Amount of	as Surety, are held and lifting books. Bid (\$ 5% of Bid) for the payment of which, administrators, executors, successors and assigns.
uali an	d truly to be made, we	jointly and severally bind ourselves, our heirs, a	dministrators, executors, successors and assigns.
içii ai.			the Rumbasing Section of the
	The Condition of the	e above obligation is such that whereas the F	Principal has submitted to the Purchasing Section of the made a part hereof, to enter into a contract in writing for
	1-6 Administration	a certain bid or proposal, attached hereto and n	made a part hereof, to enter into a contract in writing for
Depart	ment of Admiristration	mergency Power System Project	
COR	1300000021 11011 9		
	NOW THEREFORE	•	38 5
		. at a signated or	ter into a contract in accordance with the bid or proposity the bid or proposal, and shall in all other respects perform the bid or proposal, and shall in all other respects perform the bid or proposal.
	(a) If said bid s	shall be accepted and the Principal shall ent	ter into a contract in accordance with the bit of the perfonous the bid or proposal, and shall in all other respects perfonant be null and void, otherwise this obligation shall remain all be null and void, otherwise this obligation shall remain and the contract of any and all claims bereunder shall, in r
- 44 - ab	and horses and shall fu	mish any other bonds and insurance required b	by the bid or proposal, and shall the bid it is repair to all be null and void, otherwise this obligation shall remain by of the Surety for any and all claims hereunder shall, in recommendations of the surety for any and all claims hereunder shall, in recommendations are shall be supported by the surety for any and all claims hereunder shall, in recommendations are supported by the surety for any and all claims hereunder shall be supported by the support of the suppo
the ac	recoment created by the	e acceptance of said bid, then this obligation st	of the Surety for any and all claims hereunder shall, in r
ne ay	roe and effect. It is ex	pressly understood and agreed that the liability	nall be null and void, otherwise this obligation shall, in r y of the Surety for any and all claims hereunder shall, in r
event			
	The Surely for the	value received, hereby stipulates and agrees to	hat the obligations of said Surety and its bond shall be in a Obligee may accept such bid, and said Surety does here
	masing or affected by	y any extension of the time within which the C	Johnse may accept such
way			
,,,,,,,,		spiral and Su	rety executed and sealed by a proper officer of Principal a
	WITNESS, the folk	owing signatures and seals of Principal and Sul	rety, executed and sealed by a proper officer of Principal a
Suret	v or by Principal Indivi	owing signatures and seals of Philopai and Solidually if Principal is an individual, this $12 \mathrm{th}$ da	ay ofrebruary
Juio	,,,,		American Electric Equipment, Inc.
22. 2			(Name of Principal)
Princ	ipal Seal		
	8	g .	By Perfect Jacob Mon Brown or
			(Must be President, Vice President, or Duly Authorized Agent)
			4
			President
			(Inte)
			Cconv
1	-		The Ohio Casualty Insurance Company
Sure	ety Seal		(Name of Surety)
		86.	Xamura / Ro
		C3	Larence C Massey, Attorney-in-Fact
			rginia to transact surety insurance, must affix its seal,
10/17	ODTANT - Surety ex	ecuting bonds must be licensed in West Vi	rginia to transact sures,

IMPORTANT – Surety executing bonds must be licen must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY

Agency Name: Peoples Insurance Agency LLC

THE OHIO CASUALTY INSURANCE COMPANY

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Clarence C. Massey, Thomas H. Bottoms Jr of HUNTINGTON, West Virginia its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, scal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and 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, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Scal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date. February IN WINNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 12th day of



David M. Carey

Assistant Secretary

CRFQ # COR1500000021

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW EMERGENCY POWER SYSTEM AND REMOVE EXISTING SYSTEM

DENMAR CORRECTIONAL CENTER

POCAHONTAS COUNTY

BID FORM

Bidder's Company Name: American Electric Edipment, Inc
Bidder's Address: PO by 700
Bellen LU 25802
Remittance Address (If different):
Camp
Phone Number: 304-255-7438
Fax Number: 304-255-7448
Email Address: jane fant to ame con electic equipment com
WV Contractor's License Number: しいくの44672
We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.
CONTRACT BASE BID: FOur hardered Four Mousard, Four hardred and two day addlars
(\$ \(\)\(\)\(\)\(\)\(\)\(\)\(\)\(

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:
DATE: 2/13/3015
WV VENDOR NO.: 205311
CONTRACTOR LICENSE NO.: LUVO 44572
BY: Janushi
(SIGNATURE, IN INK) TITLE: COLP Secretary
TITLE: LOIP CREATY
FIRM NAME: MELLA ELLE EQUANIZATION OF APPLICABLE)
ADDRESS: POBOL 710 BULLEY LUV 35602 IF APPLICABLE)



PO Box 710 Beckley, WV 25801 Phone: 304-255-7438 Fax: 304-255-7448

Certified Drug-Free Workplace Report

- 1) AEEI drug program implemented July 9, 2014. Training provided by Reality Check Drug Testing annually, scheduled March 2015.
- 2) Drug testing provided by Reality Check Drug Testing, FDA and SAMSHA approved. Testing provided for new hires, post accident, random and suspicion.
- 3) Average number employees associated with construction: 12
- 4) Drug test results for the following categories including positive and the number of negative;
 - (A)0-7
 - (B)0-0
 - (C)0-0
 - (D)0-0

WV-72 Created 07/01/13

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.

<u>Instructions:</u> 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.

WV-73 Rev. 08/2013



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

STATE OF WEST VIRGINIA,	
COUNTY OF Raleigh	, TO-WIT:
I, Jame Farsler,	after being first duly sworn, depose and state as follows:
 I am an employee of I do hereby attest that 	American Electric Enist Inc; and, (Company Name) American Electric Equip. Inc. (Company Name)
maintains a valid written policy is in compliance with	drug free workplace policy and that such th West Virginia Code §21-1D.
The above statements are sworn	Title:
Taken, subscribed and sworn to By Commission expires July OFFICIAL SEA	
(Seal) STATE OF WEST VII NOTARY PUBL NELLA R. BOB: 124 ASHWOOD STF BECKLEY, WV 25: My commission expires Ju	RGINIA (IC LETT REET ROBOT RO

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. August 2013

RFQ No.	COR	15000000 21
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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.

MILNESS THE FOLL	JWING SIGNATURE:				
Vendor's Name:	American Elector	EDJIP Inc			_
	Jany Tunsky	n	ate:	alialasis	
Authorized Signature:	The second		uto		-
State of WV	U				
	igh, to-wit:				
Taken, subscribed, an	d sworn to before me this 12th da	y of <u>February</u>		, 20 <u>15</u> .	
My Commission expire	es July 19,2020	, 20.20			
AFFIX SEAL HERE		NOTARY PUBLIC	ella	R. Boblet	
			_	1 . In - Affidenti (Davingel 07/01/20	10

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
NELLA R. BOBLETT
124 ASHWOOD STREET
BECKLEY, WV 25801
My commission expires July 19, 2020

WENTERS THE FOLLOWING COMMENDE.



U2/12/15 12:04:54 WV Purchasine Division

AMERICAN ELECTRIC EQUIPMENT, INC.

P.O. Box 710 Beckley, WV 25801

> Call: (304)255-7438 Fax: (304)255-7448

FAX TRANSMISSION From: Pages: (including cover) \\ To: MESSAGE: 20R150000002



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: 58640 Doc Description: New Emergency Power System at Denmar Correctional Center Proc Type: Central Purchase Order Version Date Issued Solicitation Closes Solicitation No 0608 COR1500000021 1 2014-12-30 **CRFQ** 2014-12-03 13:30:00

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

American Rhectric Easipment. Inc Po Box 710 Beckley, WV 25802

304.255-7438

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov

Signature X Words law

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

CRFQ # COR1500000021

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW EMERGENCY POWER SYSTEM AND REMOVE EXISTING SYSTEM

DENMAR CORRECTIONAL CENTER

POCAHONTAS COUNTY

BID FORM

Bidder's Company Name: Merican Fleter Edipment Inc
Bidder's Address: PO Box 710
Bellen W 25802
Remittance Address (If different):
Phone Number: 304-255-7438
Fax Number: 204-255-7448
Email Address: janie funde Toure auchetic equipment. com
WV Contractor's License Number:
CONTRACT BASE BID: For herelied For Movement, For hundred and two the dellars
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The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:
DATE:
WV VENDOR NO.: 205311
CONTRACTOR LICENSE NO.: 111/044572
BY: Janu Junsley
(SIGNATURE, IN INK) TITLE: COLD Secretary
TO A STATE SEAT
ADDRESS: POBON 710 BOLLLIN LLV 3562 IF APPLICABLE)

END OF BID FORM



PO Box 710 Beckley, WV 25801 Phone: 304-255-7438

Fax: 304-255-7448

Certified Drug-Free Workplace Report

- 1) AEEI drug program implemented July 9, 2014. Training provided by Reality Check Drug Testing annually, scheduled March 2015.
- 2) Drug testing provided by Reality Check Drug Testing, FDA and SAMSHA approved. Testing provided for new hires, post accident, random and suspicion.
- 3) Average number employees associated with construction: 12
- 4) Drug test results for the following categories including positive and the number of negative:

(A)0-7

(B)0-0

(C)0-0

(D)0-0

WV-72 Created 07/01/13

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.

<u>Instructions:</u> 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: <u>CRFQ 0608 COR150000000</u>
Contract Purpose: New Emergency taver System
Agency Requesting Work: Denmar Lostechional Center
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: America Redric Equipment Wendor Telephone: 304255-7438
Vendor Address: POBOX 710 Vendor Fax: 304-355-7448

WV-73 Rev. 08/2013



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

STATE OF WEST VIRGINIA,	
COUNTY OF Kaleigh, TO-V	VIT:
I, Jame Fundler, after b	peing first duly sworn, depose and state as follows:
1. I am an employee of	(Company Name); and,
2. I do hereby attest that	(Company Name)
maintains a valid written drug fr policy is in compliance with Wes	ee workplace policy and that such st Virginia Code §21-1D.
The above statements are sworn to un	der the penalty of perjury.
By: Title:	Janu Sansler Corp Speretary
Compa	any Name: My isla Rychia Equip, Ira
Date:	2/12/15
Taken, subscribed and sworn to before	me this 12th day of February, 2015.
(Seal) OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC NELLA R. BOBLETT 124 ASHWOOD STREET BECKLEY, WY 25501	Nella R Boblett
My commission expires July 19, 2020	(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. August 2013

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR1500000021

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)

	Addendum No. 1	[J	Addendum No. 6
[1	Addendum No. 2]]	Addendum No. 7
200 HW	Addendum No. 3]]	Addendum No. 8
$[\sqrt{]}$	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	Ε]	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 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.

Authorized Signature

Date

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

Agency Corrections	
REQ.P.O#COR150000	0021

BID BOND

			The undersigned Millerious
	KNOW ALL MEN BY	THESE PRESENTS.	That we, the undersigned, American Electric Equipment, Inc. t Virginia, as Principal, and The Ohio Casualty Insurance
	of Beckley	AAGS	accounting organized and existing under the laws of the State of
Co	of Fairfield		a the bold and time their unit of the
Ohio	with its prin	cipal office in the City	of Fairfield, as Surety, are new and filmly source payment of which, ye Percent of Amount Bid (\$ 5% of Bid) for the payment of which, index our being administrators, executors, successors and assigns.
f Wes			
vell an	d truly to be made, we	jointly and severally bi	ind ourselves, our heirs, administrators, executors, successors and assigns.
			Discovery has submitted to the Purchasing Section of the
	The Condition of the	e above obligation is	such that whereas the Principal has submitted to the Purchasing Section of the
Depart	ment of Administration	a certain bid or propos	sal, attached hereto and made a partition
COR	1500000021 - New E	mergency Power Sy	ystem Project
•			
			M -
	NOW THEREFORE		# #
attach			nd the Principal shall enter into a contract in accordance with the bid or propose and insurance required by the bid or proposal, and shall in all other respects perform bid, then this obligation shall be null and void, otherwise this obligation shall remain in agreed that the liability of the Surety for any and all claims hereunder shall, in not agreed that the liability of the Surety for any and all claims hereunder shall, in not agreed that the liability of the Surety for any and all claims hereunder shall, in not agreed that the liability of the Surety for any and all claims hereunder shall, in not herein stated.
full fo event	exceed the penal amo	ount of this obligation a	the board state was a second state be in the
full for event way i waive	The Surety, for the mpaired or affected by notice of any such extends.	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in release time within which the Obligee may accept such bid, and said Surety does here!
full for event way i waive	The Surety, for the mpaired or affected by notice of any such extends.	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in release time within which the Obligee may accept such bid, and said Surety does here!
full for event way i waive	The Surety, for the mpaired or affected by notice of any such extends.	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in receive time within which the Obligee may accept such bid, and said Surety does here seals of Principal and Surety, executed and sealed by a proper officer of Principal and individual, this $12 \mathrm{th}$ day of February, 20 15.
full for event way i waive	The Surety, for the mpaired or affected by notice of any such ext	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in receive time within which the Obligee may accept such bid, and said Surety does here! seals of Principal and Surety, executed and sealed by a proper officer of Principal and individual, this 12th_day of
full for event way i waive	The Surety, for the mpaired or affected by notice of any such extends.	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in receive time within which the Obligee may accept such bid, and said Surety does here seals of Principal and Surety, executed and sealed by a proper officer of Principal and individual, this $12 \mathrm{th}$ day of February, 20 15.
full for event way i waive	The Surety, for the mpaired or affected by notice of any such ext	ount of this obligation a value received, hereby y any extension of the tension.	by stipulates and agrees that the obligations of said Surety and its bond shall be in refer to the within which the Obligee may accept such bid, and said Surety does here! seals of Principal and Surety, executed and sealed by a proper officer of Principal and individual, this 12th day of February
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must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY

Agency Name: Peoples Insurance Agency LLC

THE OHIO CASUALTY INSURANCE COMPANY

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Clarence C. Massey, Thomas H. Bottoms Jr of HUNTINGTON, West Virginia its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and 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, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written



Notary Public in and for County of King, State of Washington My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, scal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTI	FICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 12th day of



Assistant Secretary David M. Carey

RFQ No.	COR	1500000021
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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: American Electer	EW.P. Inc
Authorized Signature:	
Authorized Signature.	540,
State of	
County of Raleigh, to-wit:	
Taken, subscribed, and sworn to before me this 12*day	y of February , 2015.
My Commission expires July 19, 2020	
AFFIX SEAL HERE	NOTARY PUBLIC Mella R. Boblett

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
NELLA R. BOBLETT
124 ASHWOOD STREET
BECKLEY, WV 25801
My commission expires July 19, 2020

Purchasing Affidavit (Revised 07/01/2012)