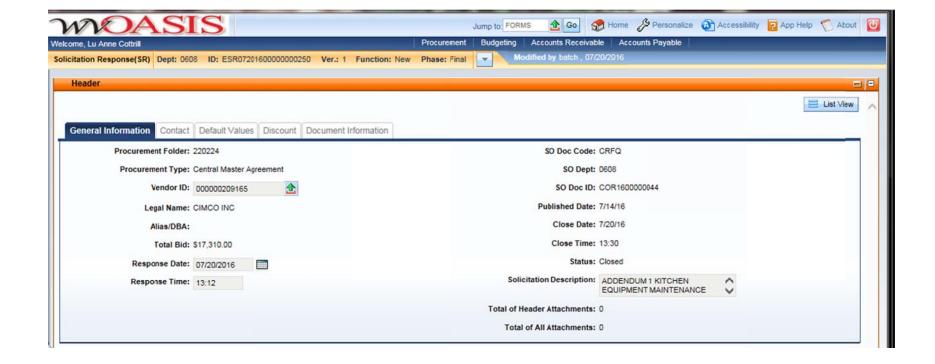


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia Solicitation Response

Proc Folder: 220224

Solicitation Description: ADDENDUM 1 KITCHEN EQUIPMENT MAINTENANCE AND REPAIRS

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-07-20	SR 0608 ESR07201600000000250	1
	13:30:00		

VENDOR	
000000209165	
CIMCO INC	

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Kitchen Equipment Quarterly Inspections and Testing	4.00000	LS	\$990.000000	\$3,960.00
Comm Code	Manufacturer	Specification		Model #	
78141600		-			
Extended Des	Scription: Kitchen Equipment Qua	arterly Inspections a	nd Testing		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Regular Labor Rate	100.00000	LS	\$90.000000	\$9,000.00
Comm Code	Manufacturer	Specification		Model #	
78141600					
Line 3	Comm Ln Desc Overtime Labor Rate	Qty 16.00000	Unit Issue LS	Unit Price \$135.000000	Ln Total Or Contract Amount \$2,160.00
78141600	Manufacturer	Specification		Model #	
Extended Des	Scription : Overtime Labor Rate				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Holiday Labor Rate	8.00000	LS	\$135.000000	\$1,080.00
Comm Code 78141600	Manufacturer	Specification		Model #	
10141000					
Extended Des	scription : Holiday Labor Rate				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5 Emergency Labor Rate		8.00000	LS	\$135.000000	\$1,080.00
Comm Code	Manufacturer	Specification		Model #	
78141600					
Extended De	scription : Emergency Labor Rate				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Parts Markup Percentage	1.00000	PCT	\$30.000000	\$30.00
Comm Code	Manufacturer	Specification		Model #	
Comm Code 78141600	Manufacturer	Specification		Model #	



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

State of West Virginia Request for Quotation

Proc	Folder	: 220	224

Doc Description: KITCHEN EQUIPMENT MAINTENANCE AND REPAIRS

Proc Type: Central Master Agreement

	Solicitation Closes	Solicitation			Version	
2016-06-16	2016-07-20 13:30:00	CRFQ	0608	COR1600000044	·	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON STE

CHARLESTON

wv 25305

US

Vendor Name, Address and Telephone Number:

Cimco INC Po Box 480

Culladen wu 25510

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

55-0749511

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR KITCHEN EQUIPMENT MAINTENANCE AND REPAIR AT CHARLESTON CORRECTIONAL CENTER PER THE ATTACHED.

CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST	CHARLESTON CORRECTIONAL CENTER 1356 HANSFORD ST
CHARLESTON WV25301	CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Kitchen Equipment Quarterly Inspections and Testing	4.00000	LS	\$ 99000	\$ 3960°C
Comm Code	Manufacturer	Specific	ation	Model #	
78141600					

Extended Description :Kitchen Equipment Quarterly Inspections and Testing

CHARLESTON CORRECTION 1356 HANSFORD ST	ONAL CENTER	CHARLESTON CORRECT 1356 HANSFORD ST	IONAL CENTER
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		us	

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
2	Regular Labor Rate	100.00000	LS	\$ 60,00	# 6, 00
f				470	TO 7000

Comm Code	Manufacturer	Specification	Model #	
78141600				

Extended Description:

Regular Labor Rate

CHARLESTON CORRECTIONAL CI 1356 HANSFORD ST	ENTER	CHARLESTON CORRECTIONAL CEI 1356 HANSFORD ST	NTER
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		us	

_ine	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Overtime Labor Rate	16.00000	LS		# 2,160°
omm Code	Manufacturer	Spe	cification	Model #	
141600					
ctended De vertime La	escription : abor Rate				
	TON CORRECTIONAL CENTER SFORD ST		CHARLESTON CORRI 1356 HANSFORD ST	ECTIONAL CENTER	
HARLEST	TON WV25301		CHARLESTON	WV 2530	1
JS			us		
ine	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Holiday Labor Rate	8.00000	LS	\$13500	K1088
omm Code Manufacturer		Spec	ification	Model #	
141600					
xtended De oliday Lab	escription : or Rate				
	TON CORRECTIONAL CENTER SFORD ST		CHARLESTON CORRE	ECTIONAL CENTER	
HARLEST	FON WV25301		CHARLESTON	WV 25301	I
			US		
S		Qty	Unit Issue	Unit Price	Total Price
	Comm Ln Desc		1.0	44	
ine	Comm Ln Desc Emergency Labor Rate	8.00000	LS	\$ 13500	\$ (,080
ine	Emergency Labor Rate		ification	<i>E 135</i> as Model #	\$ (,080

Extended Description :

Emergency Labor Rate

CHARLESTON CORRECTIONAL CENTER
1356 HANSFORD ST

CHARLESTON CORRECTIONAL CENTER
1356 HANSFORD ST

CHARLESTON WV 25301

Line Comm Ln Desc Qty Unit issue Unit Price Total Price

6 Parts Markup Percentage 1.00000 30 PCT \$6.500 \$6.500

US

Comm Code	Manufacturer	Specification	Model #	
78141600				
1				

Extended Description:Parts Markup Percentage

US

 Line
 Event
 Event Date

 1
 MANDATORY PRE-BID MEETING
 2016-07-01

 2
 VENDOR QUESTION DEADLINE
 2016-07-06

	Document Phase	Document Description	Page 5
COR1600000044	Draft	KITCHEN EQUIPMENT MAINTENANCE	of 5
		AND REPAIRS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	Cimes INC	
Contractor's License No.	WU.025512	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

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.

Jeff Gillenwater Vice President
(Name, Title)
Jeff Gillenwater Vice President
(Printed Name and Title)
Po Box 480 Calloden WU 25510
(Address)
304-562-7205 / 304-397-4178
(Phone Number) / (Fax Number)
(Phone Number) / (Fax Number) The Gillen water & Cianca W. 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.

Cinco Inc
(Company)
Not hillewater VP
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative)
7/25/16
(Date)
304-562-7205 / 304-397-4178
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ COR1600000044

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 addenda	ım received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
	presentatives and any state personnel is not binding. Only added to the specifications by an official addendum is
1 4 Killente	<u></u>
Authorized Signature	
7/20/16	
Date	

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

1.13 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations, Building and Grounds Manager, or designee.

1.14 PERFORMANCE:

A. Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

1.15 WORK SEQUENCE:

A. Schedule and execute work to coordinate with the Facility.

1.16 CONTRACT MANAGER:

A. 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. The previous specified information must be submitted prior to award of contract.

Contract Manager: Teff Gillenwater

Telephone Number: 364-562-7205

Fax Number: <u>30U-347-4128</u>

Email Address: TL Gillenwaters Cimes we com

1.17 DAMAGES

A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR16000000044

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.

Auue	Addendum Numbers Received.								
(Chec	k th	e bo	ox next to each addendum rec	eive	d)				
	[4	7	Addendum No. 1	Į]	Addendum No. 6			
	[]	Addendum No. 2	[]	Addendum No. 7			
	ſ]	Addendum No. 3	ſ]	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.

Cimes Fac

Company

Authorized Signature

72066

Date

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

Revised 6/8/2012

CRFQ COR1600000044 - Kitchen Equipment Maintenance and Repairs Contract Pricing Page

Inspections and Testing Kitchen Equipment	Units	Number of Times Per Year	Unit Price Per Each Time	Annual Price For All Required Inspections and Testing
Kitchen Equipment	Quarterly Inspections, Testing, and Preventative Maintenance	4	\$ 990 00	\$3,96000

Subtotal A: \$ 3,960 60

Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	100	\$ 90 00	\$ 900000
Overtime Labor Rate	Hour	16	# 13500	B 2, 16,00
Holiday Labor Rate	Hour	8	# 13500	81,08000
Emergency Labor Rate	Hour	8	135 00	81.08000

Subtotal B: # /3,320 00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$5,000.00	. 30 %	\$6,50000

Subtotal C: \$ 6,500 00

OVERALL COST (by adding subtotals A, B, and C) # 23, 786

Bidder/Vendor	r Information:		
Name:	Jeff Gillenwater		
Address:	Pa Box 480 Culloden le	JU 25516	
Phone No.:	304-562-7705		
Fax No.:	304-397-4178		
Email Address:	Th Gillenwater a Cin	uch ww.com	

Authorized Signature

NOTES:

* Quantities are estimated for bid evaluation purposes only.

^{**} Estimated cost for bid evaluation purposes only.



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

COUNTY OF PUTNKY, TO-WIT:
I, TERE GILLEWWATER, after being first duly sworn, depose and state as follows:
1. I am an employee of Cimco Juc ; and,
2. I do hereby attest that CIMCO (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: <u>Teff Gillenantee</u>
Signature: Aff Silburate
Title:
Company Name: Cinco Tuc
Date:
Taken, subscribed and sworn to before me this 20 day of 504, 2016.
By Commission expires
STATE OF WEST VIRGINIA NOTARY PUBLIC Cheryl L Griffith 4810 Spring Hill Ave South Charleston WV 28309
THIS AFFIDAVIT MUST BE SUBMILITED WITH THE BID IN ORDER TO COMPLY WITH WU CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE
ALTHI ALA CONF LUCATIONS: LWIFFAILT IN THEFORE THE WILLIAM ATT MILLI THE

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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 yendor 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: I Must Authorized Signature: Date: State of County of . to-wit: Taken, subscribed, and sworn to before me this 20 day of 300 My Commission expires _______ **NOTARY PUBLIC AFFIX SEAL HERE** = Distriction of the second se South Charleston WV 25309 My Commission Expires April 3, 2024 Purchasing Affidavit (Revised 08/01/2015)

BID BOND

	KNOW	ALL MEN BY TH	ESE PRESENTS T	hat we, the undersigned,		o, Inc.			
		P. O. Box 480	Cullo	oden, WV 25510-048	0 as Pri	ncinal and	Great Ameri	can Insurance C	Company
	of 3	01 E 4th Street	Cincinnati, OH	45242, a corporation of	organized	and existing	under the lay	vs of the State of	-
Ohio		with its principa	al office in the City of	Cincinnati	as Su	retv. are hel	d and firmly be	ound unto the St	ate
of West	Virginia,	as Obligee, in the	e penal sum of Five f	Percent of Total Amount Bi	id (\$	'E0/	•	he payment of wi	
				l ourselves, our heirs, ad					•
			·			·	•	-	
	The Co	ndition of the abo	ve obligation is such	that whereas the Princip	al has sub	mitted to the	e Purchasing	Section of the	
Departm	ent of A	dministration a ce	rtain bid or proposal	, attached hereto and ma	de a part i	hereof, to er	nter into a con	tract in writing fo	r
COR16	00000	044 - Kitchen E	quipment Mainter	nance and Repairs		<u>.</u>	·		
		····		······································					
	NOWT	HEREFORE,							
		aid bid shall be re		-North at all orders had a see			. Mr. at C. C		.a
hereto ai	(b) Ifs ndshall	aid bid snall be at fumish anv other	cepted and the Phn bonds and insurance	cipal shall enter into a co e required by the bid or pi	ntract in a roposal, ai	ccordance v nd shall in a	vith the bid or Il other respec	proposal attache its perform the	a
agreeme	ent creat	ed by the accepta	nce of said bid, then	this obligation shall be n	ull and voi	id, otherwise	e this obligatio	n shall remain in	full
force and exceed to	d effect. he nena	it is expressly un I amount of this o	derstood and agreed bligation as herein st	d that the liability of the Stated	urety for a	my and all c	laims hereund	ler shall, in no ev	ent,
0.0000	no pona		ongulari ad Horom de	ATSOCIA.					
				oulates and agrees that the					no
		affected by any ex iny such extension		vithin which the Obligee r	may accep	ot such bid, a	and said Sure	ty does hereby	
Walve tio	uce of a	my such execusion							
*****	IN WITH	NESS WHEREOF	, Principal and Suret	y have hereunto set their	hands an	d seals, and	d such of them	as are corporati	ons
	ised the	ir corporate seals	to be affixed hereun	to and these presents to	be signed	by their pro	per officers, th	nis	
20th	day of	July	, 20 <u>16</u> .						
. ≎1. `ે					0.				
Principal	Corpera	ate Seal			Cimco				
رُحْيِ الْ					A/	Y	ame of Princi	paı)	
					Ву	MY.	7V \		
							flust be Přesid (ice President)		
					V	ILE PRES	INCIT	•	
						iw res	(Title)		·
0		01			Great A	American I	nsurance C	ompany	
Surety C	orporate	e Seal					lame of Surety		$\overline{\gamma}$
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					4	May	ttomey-in-Fa	ALV-Ch	enua
					- 1	,	-womey-in-ra	GL.	

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ● CINCINNATI, OHIO 45202 ● 513-369-5000 ● FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20211

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Limit of Power

JEFFERY O'DELL

RICHARD L. HIGGINBOTHAM ALL OF

ALL

C. DAVID THOMAS

ROSEANN B. DYE-SMALLEY CHARLESTON, WEST VIRGINIA

\$75,000,000

ROBIN M. HUBBARD-SHERROD

name thereto by like authority.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate

officers and its corporate seal hereunto affixed this

AUGUST

day of GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

10TH On this day of

AUGUST

2011 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16 aren L. Grachim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

20th

day of

July

2016



Assistant Secretary

S1029AC (4/11)