



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.

Header @ 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1211213	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 1600
Vendor ID: 000000209727	SO Doc ID: SOS2300000002
Legal Name: DIXON ELECTRIC SYSTEMS & CONTR INC	Published Date: 5/15/23
Alias/DBA:	Close Date: 5/30/23
Total Bid: \$196,400.00	Close Time: 13:30
Response Date: 05/30/2023	Status: Closed
Response Time: 10:52	Solicitation Description: Addendum No4 Replacement of Uninterruptible Power Supply(UPS)
Responded By User ID: CSizemore_Dixon	Total of Header Attachments: 1
First Name: Chad	Total of All Attachments: 1
Last Name: Sizemore	
Email: chad@dixonelectrical.com	
Phone: 3045232712	



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

**State of West Virginia
 Solicitation Response**

Proc Folder:	1211213	
Solicitation Description:	Addendum No4 Replacement of Uninterruptible Power Supply(UPS	
Proc Type:	Central Purchase Order	
Solicitation Closes	Solicitation Response	Version
2023-05-30 13:30	SR 1600 ESR05302300000006019	1

VENDOR
000000209727 DIXON ELECTRIC SYSTEMS & CONTR INC

Solicitation Number: CRFQ 1600 SOS2300000002
Total Bid: 196400 **Response Date:** 2023-05-30 **Response Time:** 10:52:54
Comments:

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	UPS Equipment, Installation & Removal				196400.00

Comm Code	Manufacturer	Specification	Model #
39121004			

Commodity Line Comments: Extended Service Contract Coverage
 One (1) Year ----- Add --- \$ 7,800.00
 Three (3) Years ----- Add --- \$ 23,400.00
 Five (5) Years ----- Add --- \$ 39,000.00

Extended Description:

Materials and labor to replace identified Uninterrupted Power Supply (UPS) systems located in the State Capitol complex - Building 1, suite 157-K
 1900 Kanawha BLVD East, Charleston WV 25305, per the attached documentation.

Vendor must enter the Lump sum amount into this section



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1211213			Reason for Modification:
Doc Description: Replacement of the Uninterruptible Power Supply (UPS) System			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-12	2023-05-02 13:30	CRFQ 1600 SOS2300000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Dixon Electrical Systems & Contracting Inc.

Address : 3352

Street : Norwood Road

City : Huntington

State : WV **Country :** Cabell **Zip :** 25705

Principal Contact : 304-523-2712

Vendor Contact Phone: Matthew Simms **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X  FEIN# 55-0760019 DATE 5/30/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, for the agency, the West Virginia Secretary of State's Office, is soliciting bids from qualified vendors to replace Uninterruptable Power Supply (UPS) System per the attached documentation.

INVOICE TO**SHIP TO**

SECRETARY OF STATE
BLDG 1 STE 157K
1900 KANAWHA BLVD E
CHARLESTON WV
US

SECRETARY OF STATE
BLDG 1 STE 157K
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	UPS Equipment, Installation & Removal	1	LS		\$ 196,400.00

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description:

Materials and labor to replace identified Uninterrupted Power Supply (UPS) systems located in the State Capitol complex - Building 1, suite 157-K 1900 Kanawha BLVD East, Charleston WV 25305, per the attached documentation.

Vendor must enter the Lump sum amount into this section

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid meeting at 10:00 a.m.	2023-04-25
2	Questions are due by 4:00 p.m.	2023-04-28

Extended Service Contract Coverage		
One (1) Year	Add	\$ 7,800.00
Three (3) Years	Add	\$ 23,400.00
Five (5) Years	Add	\$ 39,000.00

	Document Phase	Document Description	Page
SOS2300000002	Final	Replacement of the Uninterruptible Power Supply (UPS) System	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Electrician's License

WV Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

SHAWN DIXON
3443 MT. UNION RD.
HUNTINGTON, WV 25701

M01997

SHAWN DIXON
3443 MT. UNION RD.
HUNTINGTON, WV 25701

ELECTRICIAN LICENSE

CLASS: Master Electrician

ISSUED: 4/15/2022 EXP. DATE: 6/30/2023

RESTRICTIONS: See back





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV028601**

CLASSIFICATION:
ELECTRICAL

DIXON ELECTRICAL SYSTEMS & CONT INC
DBA DIXON ELECTRICAL SYSTEMS & CONT INC
3352 NORWOOD RD
HUNTINGTON, WV 25705

DATE ISSUED
JULY 09, 2022

EXPIRATION DATE
JULY 09, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Kathy Winters PHONE (A/C, No, Ext): (304) 697-7650 E-MAIL ADDRESS: kwinters@thornburgagency.com	FAX (A/C, No): (304) 697-7699	
	INSURER(S) AFFORDING COVERAGE		
INSURED Dixon Electrical Systems & Contracting Inc 3352 Norwood Road Huntington WV 25705	INSURER A: Charter Oak Fire Insurance Company		NAIC # 25615
	INSURER B: Travelers Property Casualty Company of		36137
	INSURER C: Travelers Casualty Insurance Company		19046
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 22-23 MASTER** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DT-CO-4F384016 COF 22	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			810-3L069787-22-26-G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP 8J549051 22 26	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 6,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-7K430233-21-26-G	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			QT-660-5D737287-COF-22	1/1/2022	1/1/2023	\$200,000.	
C	Ohio Stop Gap			UB-7K430233-21-26-G	7/1/2021	7/1/2022	\$1,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Adam Yeager/KGW

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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.

(Printed Name and Title) Matthew Simms, Vice President

(Address) 3352 Norwood Road Huntington, WV 25705

(Phone Number) / (Fax Number) 304-523-2712 / 304-523-2713

(Email address) matt@dixonelectrical.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Dixon Electrical Systems & Contracting Inc.

(Company) _____

(Signature of Authorized Representative)  _____

Matthew Simms Vice President 5/30/2023

(Printed Name and Title of Authorized Representative) (Date) _____

P: 304-523-2712 F: 304-523-2713

(Phone Number) (Fax Number) _____

matt@dixonelectrical.com

(Email Address) _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SOS230000002

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Dixon Electrical Systems & Contracting Inc.

Company



Authorized Signature

5/30/2023

Date

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dixon Electrical Systems & Contracting, Inc.
of 3352 Norwood Road, Huntington, WV 25705, as Principal, and Travelers Casualty and Surety Co of
America of 1 Tower Square 5 PB, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Per Cent of Bid (\$5% of Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Replacement of the Uninterruptible Power Supply (UPS) System located at State Capitol complex - Building 1, Suite 157-K, 1900 Kanawha Blvd East, Charleston, WV 25305

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 2nd day of May, 2023

Principal Seal

Dixon Electrical Systems & Contracting, Inc.

(Name of Principal)

By *[Signature]*
(Must be President, Vice President, or
Duty Authorized Agent)

Vice President
(Title)

Surety Seal

Travelers Casualty and Surety Co of America

(Name of Surety)

[Signature] Adam L. Yeager,
Attorney-In-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Adam L Yeager** of **HUNTINGTON**, **West Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

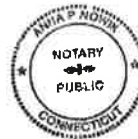
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **May**, **2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

I, Matthew Simms, after being first duly sworn, depose and state as follows:

1. I am an employee of Dixon Electrical Systems & Contracting Inc.; and,
(Company Name)
2. I do hereby attest that Dixon Electrical Systems & Contracting Inc.
(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: Matthew Simms

Signature: *Matthew Simms*

Title: Vice President

Company Name: Dixon Electrical Systems & Contracting Inc.

Date: 5/10/2023

STATE OF WEST VIRGINIA,

COUNTY OF Cabell, TO-WIT:

Taken, subscribed and sworn to before me this 10th day of May, 2023.

By Commission expires May 06, 2026

(Seal)

Roxane L. Ferguson
(Notary Public)

