

VENDOR

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

Request for Quotation

SHIP

COR61324

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

*406110534 304-345-1253 PROGRESSIVE ELECTRIC INC PO BOX 3695

CHARLESTON WV 25336

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV 25301

DATE PRIN	ITED	TER	IMS OF SAI	É	SHIP VI	Α	F.O.B.	FREIGHT TERMS
07/19/			hivi ramana				<u> </u>	
BID OPENING DATE	1	08/22/	2006	r		BID	OPENING TIME	01:30PM
LINE	QUA	NTITY	UOP	CAT. NO.	ITEM NUM	BER	UNIT PRICE	AMOUNT
0001		1	LS		340-16			\$341,500.00
WOODS TO THE PARTY OF THE PARTY	FIRE A	LARM S	YSTEM					
	FOR DE	NMAR C	ORREC	TIONA	L FACILITY	Y LOCAT	ALARM SYSTEM ED IN SPECIFICATIONS	
						Approximation		•
T T T T T T T T T T T T T T T T T T T	FAILUR	E TO A	TTEND	THE	PRE-BID W	ILL AUT	006, 1:30 PM OMATICALLY	
11.444	PLEASE	CONTA	CT SY	LVIA	OM BIDDING HANEY AT IOR TO PRE	(304) 6	53-4201 TO	
	3		•		BY THE CONCECTION		R WILL REMAIN CILITY.	
	PREFER	ENCE F	OR US	E OF	DOMESTIC S	STEEL P	RODUCTS	
	PU NO A PR	RCHASI CONTR STATE	NG DI ACTOR CONTR MADE	VISIO MAY ACT P IN T	N PURSUAN USE OR SUI ROJECT OTI	T TO SU PPLY ST IER THA	CTOR OF THE BSECTION 2 BEL EEL PRODUCTS F N THOSE STEEL . AS USED USEI	OR
1	Α.	"STA CONS	TE CO TRUCT	NTRAC ION O	F, OR ANY	ADDITI	ANY ERECTION ON TO, ALTERAT	
		STRU OR H	CTURE IGHWA	, INC YS, O	LUDING, BU R THE INST	JT NOT FALLATI	BUILDING OR LIMITED TO, RO ON OF ANY HEAT	
							TS OR OTHER D MATERIALS FO	OR
	, 7	1		SEE RE	VERSE SIDE FOR TE	I BMS AND CON	IDITIONS	
SIGNATURE	4	/>	(N)		17	(304) 3	45–1253	08/22/2006
Preside	en t	7	55-0	585404	L		ADDRESS CHA	NGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



NUCCEN

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

Request for Quotation

COR61324

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

Post Office Box 50130 Charleston, WV 25305-0130 **BUYER 32** 304-558-0492 *406110534 304-345-1253 PROGRESSIVE ELECTRIC INC DIVISION OF CORRECTIONS SHOP PO BOX 3695 617 LEON SULLIVAN WAY CHARLESTON WV T O 25336 CHARLESTON, WV 25301 304-558-8045

DATE PRINTED		TERMS OF SALE	SHIP VIA	SHIP VIA		FREIGHTTERMS
07/19/	2006					
BID OPENING DATE:		08/22/2006		BID OP	PENING TIME	01:30PM
LINE	QUAN	ITITY UOP	CAT ITEM NUMB	ER	UNIT PRICE	AMOUNT
1. A contract of the contract		STATE OF WI	CTS, PURSUANT EST VIRGINIA F ON OR AFTER JU	OR WHICH	BIDS WERE	HE
	В.	SHAPED, DRAFABRICATED PROCESSED SUCH OPERATE HEARTH, BASE	DUCTS" MEANS PAWN, EXTRUDED, OR OTHERWISE BY A COMBINATI TIONS, FROM ST SIC OXYGEN, ELR OTHER STEEL	FORGED, SIMILARL ON OF TW EEL MADE ECTRIC F	, CAST, _Y PROCESSED, NO OR MORE OF E BY THE OPEN FURNACE,	OR
	C.	AMERICA ANI	ATES" MEANS TH D INCLUDES ALL , SUBJECT TO T TES.	TERRITO	DRY, CONTINEN	_
	WR		F THE PURCHASI RIZE THE USE O			N
	Α.	EXCEED ONE TOTAL CONTI HUNDRED DO GREATER. FI COST IS THI	OR EACH CONTRA TENTH OF ONE RACT COST OR T LLARS (\$2,500. OR THE PURPOSE E VALUE OF THE TO THE PROJECT	PERCENT WO THOUS OO), WHI S OF THI STEEL P	(.1%) OF THE SAND FIVE ICHEVER IS IS SECTION, T	
	B.	DETERMINES NOT PRODUCT QUANTITY OF AVAILABLE	OR OF THE PURC THAT SPECIFIE ED IN THE UNIT R OTHERWISE AR TO MEET CONTRA HO USES STEEL	D STEEL ED STATE E NOT RE CT REQUI	MATERIALS ARES IN SUFFICIEASONABLY	ENT
		SOLLING TOX M	no open office	. Koboolis	- III VIGEMITO	
**************************************	$rrac{1}{2}$		SEE REVERSE SIDE FOR TER		<u> Tarada da karangan kabula da da kabula da karangan da kabula kabula da da</u>	
SIGNATURE	$-\mathcal{J}$	1 2	Ti	(304) 34	5-1253	08/22/2006
Preside:	nt	FEIN 55-0	 0585404			NGES TO BE NOTED ABOVE



VENDOR

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

Request for Quotation

SHIP

COR61324

PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV 25301

304-558-8045

*406110534 304-345-1253 PROGRESSIVE ELECTRIC INC PO BOX 3695

CHARLESTON WV 25336

O7/19/2006 BID OPENING DATE: O8/22/2006 BID OPENING TIME OUANTITY UOP CAT NO THEMNUMBER UNIT PRICE AMOUNT OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)	
OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFIC ATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING	
: 1	
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.	Addition
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TELEPHONE (304) 345-1253 DATE 08/22/2006	
President 55-0585404 ADDRESS CHANGES TO BE NOTED ABOVE	ㅓ



NENDOR

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

Request for Quotation

RFQ NUMBER COR61324

PAC	Œ
	4

ADDRESS CORRESPONDENCE TO ATTENTION OF: BUYER 32

SH-P

304-345-1253 PROGRESSIVE ELECTRIC INC

CHARLESTON WV 25336

OF THIS CONTRACT:

*406110534

PO BOX 3695

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV

304-558-0492

25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA F.O.B. FREIGHT TERMS
07/19/2006		
D OPENING DATE:	00 100 10001	
DOFERING DATE.	08/22/2006	BID OPENING TIME 01:30PM

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.

(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WIL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE (304) 345–1253

08/22/2006

SIGNATURE

55-0585404

ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

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

Request for Quotation

SHIP

T

COR61324

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV 25301

304-558-8045

*406110534 304-345-1253
PROGRESSIVE ELECTRIC INC
PO BOX 3695

CHARLESTON WV 25336

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 07/19/2006 BID OPENING DATE: BID OPENING TIME 08/22/2006 01:30PM CAT. QUANTITY LINE UOP. ITEM NUMBER UNIT PRICE AMOUNT IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN SUCH COST IS UNREASONABLE IF IT IS TO BE UNREASONABLE. 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. REV. 3/88 EXHIBIT 9 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE FELEPHONE (304) 345-1253 08/22/2006 ADDRESS CHANGES TO BE NOTED ABOVE 55-0585404 President



DATE PRINTED

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East

TERMS OF SALE

Request for Quotation

COR61324

FREIGHT TERMS

Post Office Box 50130	ADDRESS GORRESPONDENCE TO ATTENTION OF:
Charleston, WV 25305-0130	BUYER 32
	304-558-0492
*406110534 304-345-1253	
PROGRESSIVE ELECTRIC INC	DIVISION OF CORRECTIONS
PO BOX 3695	S. 日
	617 LEON SULLIVAN WAY
CHARLESTON WV 25336	ATC
	CHARLESTON, WV
	25301 304-558-8045

SHIP VIA

U//19/201 BID OPENING DATE:		/ 7 0 0 /		ODENINO TIVE	
	08/22/		BID	OPENING TIME	01:30PM
LINE	QUANTITY	UOP NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	ICE FOR I	I I	ACKNOWLEDGEMENT	OF CONSTRUCTION	DN
ТО	ABIDE BY	THE FOLLOW	AND/OR AGENCY S ING SCHEDULE IN DDENDA FOR STATE	ISSUING	RED
ANI ANI ANI PUF SEN	O A LIST O O SPECIFIO O LIST SHA RCHASING I ND A COPY	F ALL PART ATIONS FOR LL BE FORW IVISION.	INEER SHALL PREPIES THAT HAVE PRITHE PROJECT. THE BUY THE ARCHITECT/ENENDUM TO THE STAISSUED.	OCURED DRAWING HE ADDENDUM ER IN THE STA GINEER SHALL A	GS TE
INT OPE BUY	ERESTED F	PARTIES AND AND AND FOURTEEN	END THE ADDENDUM , IF NECESSARY, ENDUM SHOULD BE (14) DAYS PRIOR	EXTEND THE BII	
BII ANI REG SHA EXC	DERS AND THE STAT GULATIONS ALL ALSO A EEPTION MA	SUBMITTED E AUDITOR' THAT APPLY PPLY TO AN Y BE FOR A	D BE FORMALLY AC TO THE STATE PUR S OFFICE. THE S TO THE ORIGINAL ADDENDUM DOCUME N ADDENDUM THAT NG A BID OPENING	CHASING DIVIS: AME RULES AND BIDDING DOCU! NT. THE ONLY IS ISSUED FOR	TON
REV	1. 11/96				
EXH	IBIT 10				
	ENDUM ACK	NOWLEDGEME			
SIGNATURE		SEE RE	VERSE SIDE FOR TERMS AND CON TELEPHONE	NULLIONS	IDATE
/ . =	4.12	<u>م</u>		345-1253	08/22/2006
TITLE President		55-05854	TNAME AND ADDRESS		NGES TO BE NOTED ABOVE



VEZDOR

*406110534

PO BOX 3695

CHARLESTON WV

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

25336

PROGRESSIVE ELECTRIC INC

304-345-1253

Request for Quotation

COR61324

PAG	3E	
	7	,
	7	•

ADI	DRESS CORRESPONDENCE TO ATTENTION O	DF:
BUYER	32	

304-558-0492

SHIP

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV

25301

DATE PRIN	TED	TER	MS OF SAL	Edding.	SHIP	VIA	F	ОВ	FREIGHTTERMS
07/19/	2006				odinamakan mada eta et elektr				
BID OPENING DATE:		08/22/	2006			BID	OPENING	TIME 01	:30PM
LINE	QUAN	TITY	ÜÖP	CAT, NO.	ITEM N	JMBER	UNI	T PRICE	AMOUNT
	ADDENDI MY PROI	UM(S) POSAL,	AND H PLAN	AVE M	ECEIPT O ADE THE /OR SPEC	NECESSAR	Y REVIS		
	ADDEND	UM NOS	•						
	NO. 1	•	08/03	/2006			·		
	NO. 2	•		••• • • •	• • • •				
	NO. 3	·	• • • • •		• • •	;			
	NO. 4	•		• • • • •	• • • •				·
	NO. 5	•	• • • •		• • • •				
A many control of the	ADDEND	RSTAND UM(S)	THAT	FAIL E CAU	URE TO C SE FOR R	ONFIRM T EJECTION	HE RECE	IPT OF TH BIDS.	
	/	Progre	ssive	Electr	ic, Inc.		GNATURE		
***************************************		0		• • • • •		co	MPANY		
Account of the Control of the Contro		• • • • • • •	August	22, 2	006	DA	TE		
AND THE PROPERTY OF THE PROPER	REV. 1	1/96	***************************************						
	**************************************	# Prominimation and American	CO	NTRAC	TORS LIC	ENSE			
					DE 21-11				
					RFORM CO				
					. THE W OWERED T			NTRACTORS	
	LICENS.	ING BU						INACIUKS	
SIGNATURE /	7?	$-\mathcal{F}$		SEE RE	VERSE SIDE FOR	TERMS AND CON	NDITIONS	In Arre	
		, _ ((304)	345-1253	DATE	8/22/2006
Preside	nt	FE	^{IN} /55-1	058540	4		AD	DRESS CHANGES	TO BE NOTED ABOVE



PODZE

*406110534

PO BOX 3695

CHARLESTON WV

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

25336

PROGRESSIVE ELECTRIC INC

304-345-1253

Request for Quotation

SHIP

RFQ NUMBER COR61324

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV

25301 304-558-8045 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 07/19/2006 BID OPENING DATE: BID OPENING TIME 01:30PM 08/22/2006 CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV TELEPHONE: (30/4) 558-7890. 25305. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: Progressive Electric, Inc. CONTRACTORS NAME: WY0000005 CONTRACTORS LICENSE NOL: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.

SIGNATURE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER

> TELEPHONE (304) 345-1253

IN THE EVENT THE VENDOR/CONTRACTOR FILES

8/22/2006

TITLE EIN President

BANKRUPTCY:

55-0585404

ADDRESS CHANGES TO BE NOTED ABOVE



NOUZMA

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

Request for Quotation

S H P

COR61324

PAGE	
9	

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

*406110534 304-345-1253 PROGRESSIVE ELECTRIC INC PO BOX 3695

CHARLESTON WV 25336 DIVISION OF CORRECTIONS 617 LEON SULLIVAN WAY

CHARLESTON, WV

25301

DATE PRINTE	ED	TER	MS OF SAL	E	SHIP V	ΊΑ		F.O.B		FREIGHT TERMS	
07/19/2	2006	16									
BID OPENING DATE:		08/22/	2006			BID	OPENI	NG TIME	01	:30PM	
LINE	QUAN	ITITY	UOP	CAT NO	ITEM NUL	/BER		UNIT PRICE		AMOUNT	
	ORDER.	·									
F	REV. 1	/2005					30,000			To a second	
		***************************************		NO	TICE						
	A SIGN	ED BID	MUST	BE S	UBMITTED	TO:					
	P B 2	URCHAS UILDIN 019 WA	ING D G 15 SHING	IVISI TON S	INISTRATI ON TREET, EA 5305-0130	ST	TO A CONTINUE AND A C				
					THIS INF D MAY NOT				OF		
	SEALED	1	1								
			1		··· ··· ··· ··· ··· ··· ··· ··· ··· ··					WATER AND A STATE	
					OR61324						
					/22/2006-				·		
***************************************					:30 PM UMBER IN		TC N	ECECCABY			
				GARDI	NG YOUR B	ID:	12 14	ECESSARY			
				(304) 345-12	.56 					
		PRINT NING T	I	UOTE:	AME OF PE			ACT			
SIGNATURE	? }	-/		SEE RE	/ERSE SIDE FOR TI	ERMS AND COI TELEPHONE	NOTIONS		DATE		
/ ,	. 4	. >	27				345-13	253	DAIE	8/22/2006	
President		FE	/ 55	-05854	04 TNAME AND					TO BE NOTED ABOVE	



DATE PRINTED

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

TERMS OF SALE

Request for Quotation

COR61324

F.O.B

PAGE 10

FREIGHT TERMS

2019 Washington Street East ADDRESS CORRESPONDENCE TO ATTENTION OF: Post Office Box 50130 Charleston, WV 25305-0130 BUYER 32 304-558-0492 *406110534 304-345-1253 PROGRESSIVE ELECTRIC INC DIVISION OF CORRECTIONS SHIP VENDOR PO BOX 3695 617 LEON SULLIVAN WAY CHARLESTON WV 25336 T CHARLESTON, WV 25301 304-558-8045

SHIP VIA

07/19/	2006				_						
BID OPENING DATE:		08/22/	2006				BID	OPEN	ING TI	ME 0	1:30PM
LINE	QUAN	, Jakop Madanni gada .	UOP	CAT. NO.		ITEM NUM			UNIT PRIC		AMOUNT
				- Contract Schools	Thoma	s or To	ed_Brady				
	****	THIS	IS	THE E	ND OF	RFQ	COR61	324 :	****	TOTAL	\$341,500.00
					THE CONTRACTOR OF THE CONTRACT						
To control to the con					WATER OPPOSITE THE COLUMN TO T						
	, = 7		2	- occ		INE EOD TE	RMS AND CON	IIN THO NA			
SIGNATURE /		- 7~) 	OCCH	EVENOE S		ELEPHONE		Languag Albanda da lan da	DATE	
TITLE	-	l -					(304)	<u>345-1</u>			08/22/2006
Presider	nt		55 J	-05854	04	·			ADDRES	S CHANGE	S TO BE NOTED ABOVE

RFQ	No.	COR61324

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Progress	ive Electric, Inc.
Venuor 3 ivanic.	
Authorized Signature:	Date:08/22/2006
No Debt Affidavit Revised 0 2/08/06	



NODZE

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

25336

Request for Quotation

SH-P

ŏ

RFG NUMBER
COR61324

2	PAGE	=	
		1	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 32 304-558-0492

*406110534 304-345-1253 PROGRESSIVE ELECTRIC INC PO BOX 3695

CHARLESTON WV

DIVISION OF CORRECTIONS
617 LEON SULLIVAN WAY

CHARLESTON, WV

25301

DATE PRINT	ED	TEF	RMS OF SAL	E		SHIP V	IA		F.O.B.		FREIGHT TERMS
08/03/	2006										
BID OPENING DATE:		08/22/	2006		Para de la casa de la c		BID	OF	PENING TIME	01	:30PM
LINE	QUA	INTITY	UOP	CAT. NO.		ITEM NUM	IBER		UNIT PRICE		AMOUNT
100000000000000000000000000000000000000			ADDE	NDUM	#01			:	·		
	PAGE 1		T 1 -	SCOP	E , B	, #1	- CHAI	NGE	AS FOLLOWS:		
									PER CABLE".		
TA ANDREAS AND	ATTACH	IMENT:	ADDEN	DUM A	CKNO	WLEDG	EMENT				
	* * * * * *	* * * * * *	NO A	DDITI	ONAL	CHAN	GES **	* * *	***********		
					:						
				l							
				:							
											· ·

1441											
-											
SIGNATURE)	1 5		SEE RE	ERSE SI		RMS AND CC	TIQNO	talan et talling tipe tit to till aller i ligger til blade framer och blade for		
1 .	-		2				(304)	345	5 – 1253	OS OS	8/22/2006
President	;	FE	55-	058540)4				ADDRESS CHAI	IGES	TO BE NOTED ABOVE

WV-36a STATE OF WEST VIRGINIA	Buyer:	Page	Req. or P. O. No.:
PURCHASING CONTINUATION SHEET	32		COR61324
Vendor: Progressive Electric, Inc.	Spending U	nit:	
· F	Requisition	No.:	COR61324
ADDENDUM ACKNOW	LEDGEME	NT	
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans an	ecked adde d/or specifi	ndum(s cations,) and have made etc.
Addendum No.'s:			
No. 1 8/03/2006			
No. 2			
No. 3			
No. 4			
No. 5			
understand that failure to confirm the rece	int of the a	ddanduu	m(s) is source for
rejection of bids.	ipi or the a	adendai	ii(s) is cause ioi
		7 £	
	1 = 1	· · · · · · · · · · · · · · · · · · ·	
	٥)	ignature	· /
Pr	ogressive		
	C	ompany	
_Au	igust 22,		
	D	ate	
Exhibit 10			

Rev. 11/96

	ivision of
Agency_c	orrections
REQ.P.O#	C0R61324

BID BOND

	KNOW ALL	MEN BY THESE	PRESENTS, That we, the u	ndersigned, _	Progressive Electric, Inc.	
					, as Principal, and Ohio Farmers Insuranc	e Company
					ganized and existing under the laws of the Sta	
0hi	ow	rith its principal off	ce in the City of Westfield	d Center	_, as Surety, are held and firmly bound unto th	e State
of Wes	t Virginia, as	Obligee, in the pe	nal sum of (5%) Five perce	ent of amoun	t(\$id) for the payment	of which,
					inistrators, executors, successors and assigns	
	The Condit	tion of the above o	bligation is such that wherea	s the Principa	has submitted to the Purchasing Section of t	ne
Departi	nent of Admi	inistration a certair	bid or proposal, attached he	ereto and mad	e a part hereof, to enter into a contract in writi	ng for
	Electi	rical/Communica	ions	······································		
	Divis	ion of Correcti	on .			·
	Denmai	r, WV				
	NOW THE	REFORE,				
	(a) If said	bid shall be reject	ed, or			
	(b) If said	bid shall be accer	ted and the Principal shall er	nter into a con	tract in accordance with the bid or proposal at	tached
hereto	and shall turi sent created l	nish any other bon by the accentance	as and insurance required by of said hid, then this obligati	/ the bid or pro on shall be nu	oposal, and shall in all other respects perform Il and void, otherwise this obligation shall rem	ine ain in full
force a	nd effect. It i	s expressly under	stood and agreed that the lial	bility of the Su	rety for any and all claims hereunder shall, in	no event,
exceed	the penal ar	mount of this obliga	ation as herein stated.			
	The Curet	. for the realise rea	aired baraby attributes and	agrage that th	e obligations of said Surety and its bond shall	ho in no
way im	paired or affe	ected by any exter	sion of the time within which	the Obligee n	nay accept such bid, and said Surety does her	eby
		such extension.				,
	INI NAZITAICO	ee Millebene B	incinal and Suratu have here	unto set their	hands and seals, and such of them as are cor	norations
haua a			•			porations -
				; presents to r	e signed by their proper officers, this	
ZZNG	day of	August	, 20_ <u>00</u> .			
					Progressive Electric, Inc.	
Princip	al Corporate	Seal			(Name of Principal)	·····
÷	•				(Must be President or	····
					Vice President)	A.
					PRESIDENT	
					(Title)	***************************************
					Ohio Farmers Insurance Company	
Surety	Corporate S	eal			(Name of Surety)	
					Van Maria Maria	
					[www. / /ws	•
					Kimberly L. Miles	

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia agent must sign or countersign.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/19/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

presents make, constitute and appoint

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J.

PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, as Senior Executive, any Secretary or any Fidelity & Surety Operators Executive or other executive shall be senior executive, any Secretary or any Fidelity & Surety Operators (a) in the president and out for

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate Seals Affixed SEAL SEAL State of Ohio

County of Medina ss.:

SEAL SEAL

S INSURANCE CHARTERED CE

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: / Richard L. Kinnaird, Jr., Senior Executive

On this 19th day of JUNE A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

ss.:



William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of

August 200





Frank A. Carrino Secretary

	ivision of	
Agency_c	orrections	
REQ.P.O#	COR61324	

BID BOND

KNO	OW ALL MEN BY THESE P	RESENTS, That we, th	e undersigned, Progressive Electric, Inc.
of	P 0 Box 3695	, Charleston, WV	25336, as Principal, and Ohio Farmers Insurance Company
of	Westfield Center,	Ohio	a corporation organized and existing under the laws of the State of
Ohio	with its principal office	e in the City of Westfi	eld Center, as Surety, are held and firmly bound unto the State
of West Virgi	nia, as Obligee, in the pena	lsum of (5%) Five pe	rcent of amount(\$id) for the payment of which,
well and truly	to be made, we jointly and	severally bind ourselve	s, our heirs, administrators, executors, successors and assigns.
The	Condition of the above obli	gation is such that whe	eas the Principal has submitted to the Purchasing Section of the
Department o	of Administration a certain b	id or proposal, attached	hereto and made a part hereof, to enter into a contract in writing for
	Electrical/Communication	······	
	Division of Correction		
	Denmar, WV		
NO/	W THEREFORE,		
(b) hereto and sh agreement cr force and effe exceed the p	hall furnish any other bonds reated by the acceptance of ect. It is expressly understo enal amount of this obligation	d and the Principal shal and insurance required said bid, then this oblig od and agreed that the on as herein stated.	enter into a contract in accordance with the bid or proposal attached by the bid or proposal, and shall in all other respects perform the ation shall be null and void, otherwise this obligation shall remain in full liability of the Surety for any and all claims hereunder shall, in no event, ad agrees that the obligations of said Surety and its bond shall be in no
way impaired	for affected by any extension of any such extension.	on of the time within whi	ch the Obligee may accept such bid, and said Surety does hereby
IN V	VITNESS WHEREOF, Princ	cipal and Surety have he	ereunto set their hands and seals, and such of them as are corporations
have caused	their corporate seals to be	affixed hereunto and the	se presents to be signed by their proper officers, this
22nd day	of August	, 20 <u></u> .	
Principal Cor _l	porate Seal		Progressive Electric, Inc. (Name of Principal) By (Must be President) Vice President) PRESIDENT (Title)
Surety Corpo	rate Seal		Ohio Farmers Insurance Company (Name of Surety)

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia agent must sign or countersign.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate Seals Affixed SEAL SEAL State of Ohio

State of Ohio County of Medina ss.:

SEAL SEAL

CHARTERED S

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: / / Richard L. Kinnaird, Jr., Senior Executive

On this 19th day of JUNE A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

ss.:



William J. Kahelin, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of

August 2006

SEAL SEAL



Frank A. Carrino, Secretary arruno Secretary