

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----------|------------|------------|-----------------------------|
| 1 | Stainless Steel Deck Clip for 1" Flange | 500.00000 | EA | 8.670000 | 4335.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704 | | | |

Commodity Line Comments:

Extended Description:

Stainless Steel Deck Clip for 1" Flange



**State of West Virginia
Agency Request for Quote
Highways**

| | |
|--|---------------------------------|
| Proc Folder: 1312010 | Reason for Modification: |
| Doc Description: Bridge Deck Clips 10-24-B343 | |
| Proc Type: Agency Purchase Order | |

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2023-10-26 | 2023-11-07 14:30 | ARFQ 0803 DOT2400000038 | 1 |

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name : MVA POWER INC
Address : 1 HOLLY ROAD
Street : HOLLY ROAD
City : MONTREAL
State : QUÉBEC **Country :** CANADA **Zip :** H3X3K6
Principal Contact : CHARLY-MARC
Vendor Contact Phone: 450 589 0445 **Extension:** 222

FOR INFORMATION CONTACT THE BUYER

Amber J Heath
 304-414-7105
 amber.j.heath@wv.gov

Vendor Signature X *Charly-Marc*

FEIN# Please see attached our W-8BNE **DATE** 7 Nov. 2023

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - BUDGET AND PROCUREMENT DIVISION - ONE TIME PURCHASE OF BRIDGE DECK CLIPS FOR D10 PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

| INVOICE TO | | SHIP TO | |
|----------------------|----|----------------------|----|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 1 | Stainless Steel Deck Clip for 1" Flange | 500.00000 | EA | 8.67 | 4335.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---------------|---------------|---------|
| 11101704 | MVA POWER INC | | |

Extended Description:
Stainless Steel Deck Clip for 1" Flange

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------------|------------|
| 1 | Technical Questions Due at 10:00am ET | 2023-11-01 |

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Wednesday, November 1, 2023 at 10:00am ET

Submit Questions to:

Amber Heath

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: One Time Purchase of Steel Bridge Deck Clips at D10

BUYER: Amber Heath

SOLICITATION NO.: ARFQ DOT2400000038

BID OPENING DATE: Tuesday, November 7, 2023

BID OPENING TIME: 2:30pm ET

FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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 below must be provided to the Agency by the Vendor as specified below.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy 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 or not 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.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

CHARLY-MARC Sales & Marketing associate

(Printed Name and Title)

1 HOLLY ROAD, MONTREAL, QUEBEC H3X3K6

(Address)

1 450 589 0445 / 1 450 589 0733

(Phone Number) / (Fax Number)

chadid@mvapower.com

CC. info5@mvapower.com

(E-mail 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 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.

MVA POWER INC

(Company)

Charly-Marc

(Signature of Authorized Representative)

CHARLY-MARC Sales & Marketing associate

(Printed Name and Title of Authorized Representative)

7 Nov. 2023

(Date)

1 450 589 0445 / 1 450 589 0733

(Phone Number) (Fax Number)

Revised 8/24/2023

REQUEST FOR QUOTATION
Steel Deck Clips

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one-time purchase of 1” stainless-steel deck clips.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” means various sizes of Steel Deck Clips, as more fully described by these specifications.

2.2 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Steel Deck Clip for 1” Flange (500 ea.)

3.1.1.1 Steel Deck Clips must be manufactured out of 11-gauge stainless steel, (ASTM A240).

3.1.1.2 Must be constructed according to the dimensions of the attached drawing.

3.1.1.3 The dimensions shall be as in the shop drawings with a tolerance of ± 0.005 ".

4. CONTRACT AWARD:

REQUEST FOR QUOTATION
Steel Deck Clips

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by line item and total price shown on Exhibit A. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Division of Highways @ 270 Hardwood Lane Princeton, WV 24740.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the

REQUEST FOR QUOTATION
Steel Deck Clips

original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resaleable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.


7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

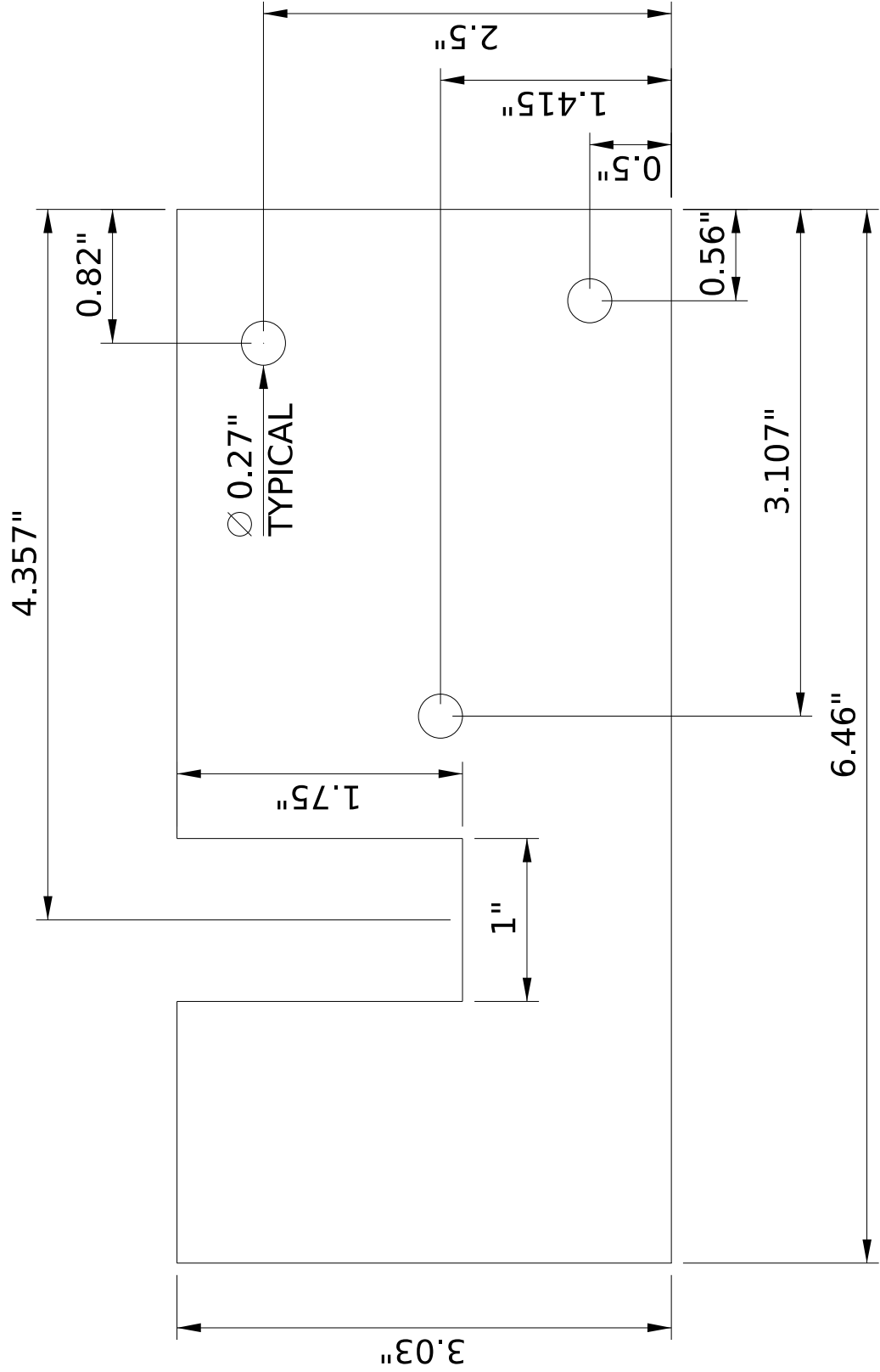
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

| Exhibit A - Pricing Page | | | | | |
|--|----------|-----------------|---|-----------|--------------|
| One Time Purchase of Bridge Deck Clips for D10 | | | | | |
| Item Number | Quantity | Unit of Measure | Description | Unit Cost | Total |
| 1 | 500 | EA | STAINLESS STEEL DECK CLIP FOR 1" FLANGE | 8.67 | \$ 4335.00 - |
| Grand Total | | |  | | 4335.00 |

MVA POWER INC



STEEL DECK CLIP FOR 1" FLANGE

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form for:

Instead use Form:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

| | |
|--|--|
| 1 Name of organization that is the beneficial owner MVA POWER INC | 2 Country of incorporation or organization CANADA |
|--|--|

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

| | | |
|--|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Government |
| <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Complex trust | |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation | <input type="checkbox"/> International organization |
| <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> International organization | |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

| | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. |
| <input type="checkbox"/> Participating FFI. | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI. | <input type="checkbox"/> International organization. Complete Part XIV. |
| <input type="checkbox"/> Reporting Model 2 FFI. | <input type="checkbox"/> Exempt retirement plans. Complete Part XV. |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV. | <input type="checkbox"/> Territory financial institution. Complete Part XVII. |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | <input type="checkbox"/> 501(c) organization. Complete Part XXI. |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. | <input type="checkbox"/> Nonprofit organization. Complete Part XXII. |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X. | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. |
| <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. |
| | <input type="checkbox"/> Active NFFE. Complete Part XXV. |
| | <input type="checkbox"/> Passive NFFE. Complete Part XXVI. |
| | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. |
| | <input type="checkbox"/> Direct reporting NFFE. |
| | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. |
| | <input type="checkbox"/> Account that is not a financial account. |

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

1 HOLLY
City or town, state or province. Include postal code where appropriate.

| |
|---------------------------------|
| Country CANADA |
|---------------------------------|

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

| |
|----------------|
| Country |
|----------------|

| | | |
|---|----------------|--|
| 8 U.S. taxpayer identification number (TIN), if required 981364541 | 9a GIIN | b Foreign TIN 131074437RC0001 |
|---|----------------|--|

10 Reference number(s) (see instructions)

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.
- Participating FFI. Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any) _____

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b** The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- Government
 - Tax exempt pension trust or pension fund
 - Other tax exempt organization
 - Publicly traded corporation
 - Subsidiary of a publicly traded corporation
 - Company that meets the ownership and base erosion test
 - Company that meets the derivative benefits test
 - Company with an item of income that meets active trade or business test
 - Favorable discretionary determination by the U.S. competent authority received
 - Other (specify Article and paragraph): _____
- c** The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):
 The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI

- 16** Name of sponsoring entity: _____
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
 - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26 I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ .
The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27 I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

CERTIFICATE OF REGISTRATION

This is to certify that the management system of:

MVA Puissance Inc / MVA Power Inc

Main Site: 734 rue Saint Étienne,
L'Assomption, Québec, J5W 1Z1, Canada

has been registered by Intertek as conforming to the requirements of:

ISO 9001:2015

The management system is applicable to:

Design, manufacturing and supply of structures for the power transmission, power distribution, power substations, telecommunications, and light rail networks; design, manufacture and supply of equipment, materials and components for the high voltage and medium voltage power networks, light rail and fiber optic networks individually or for turnkey packages.

Certificate Number:
0097401

Initial Certification Date:
19 December 2019

Date of Certification Decision:
18 November 2022

Issuing Date:
18 November 2022

Valid Until:
18 December 2025



intertek



A handwritten signature in black ink.

Calin Moldovean
President, Business Assurance

Intertek Testing Services NA, Inc.
900 Chelmsford Street, Lowell
MA 01851, USA



CERTIFICATE OF INSURANCE

Certificate holder name : **To Whom it may concern**

Named Insured : **MVA Power Inc. & MVA Power Ontario Inc. & MVA Power USA inc**
734, rue St-Étienne, L'Assomption, Quebec J5W 1Z1


holds the policy(ies) of insurance as herein described.

Activity and location insured : Distributor of hardware and electrical equipment medium and high voltage

| Insurance coverage | Insurance company | Policy number | Expiry date (mm/dd/yyyy) | Insurance limit |
|--|--|-------------------|--------------------------|--|
| Commercial General Liability Including : <input checked="" type="checkbox"/> Products / completed operations <input checked="" type="checkbox"/> Tenant's legal liability <input checked="" type="checkbox"/> Non-owned auto policy | Aviva, The Sovereign and Trisura By SUM strategic underwriting managers inc. | SUM-CGL-03059-010 | 02/19/2024 | 2 000 000 \$ each occurrence 2 000 000 \$ annual aggregate limit 250 000 \$ per location 2 000 000 \$ each occurrence |
| Complementary Liability « Umbrella » <input checked="" type="checkbox"/> Including automobiles | Aviva, Everest, Liberty, The Sovereign and Trisura By SUM strategic underwriting managers inc. | SUM-EXC-03060-010 | 02/19/2024 | 3 000 000 \$ each occurrence 3 000 000 \$ annual aggregate limit |
| Automobile Liability Q.P.F. 1 | L'Unique Assurances générales | 18501734 | 09/16/2024 | 2 000 000 \$ each occurrence |
| Notes : This is to certify that the policy(ies) of insurance described herein have been issued to the Named Insured for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain. The insurance afforded by the policy(ies) described herein is subject to all the terms, conditions and exclusions of such policy(ies). Limits shown may have been reduced by paid claims. This Certificate does not amend, extend or alter the coverage afforded by the policy(ies) described herein. All values shown on this certificate are in Canadian currency. | | | | |

February 16th, 2023 (sb)
Date

LANGELIER ASSURANCES INC.

PAR : 
Nicholas Therrien, CIP
Damage Insurance Broker



1 Rue Holly
Montreal, PQ, H3X 3K6
Tel: 450-589-0445
Fax: 450-589-0733
Email: info@MVAPOWER.qc.ca

MVA Power Inc..

QUALITY MANUAL

Montreal, QC Operations

NOTE: EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THIS QUALITY MANUAL IS THE PROPERTY OF MVA Power Inc.. THIS DOCUMENT IS ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED OR USED AS THE BASIS FOR MANUFACTURE OR SALE OF PRODUCT WITHOUT PERMISSION.

| Revision Number | Effective Date | Revision Description |
|-----------------|----------------|----------------------|
| 0 | 1-30-2008 | Original issue |

APPROVALS

| NAME | FUNCTION |
|--|--|
| Marc Hadid, Eng. (Electrical Engineer) | President MVA Power Inc. |
| Charly-Marc Hadid, Eng. (Industrial Engineer) | V.P. Sales & Marketing MVA Power Inc. |
| Ismail Ghunir | Quality Manager MVA Power Inc. |
| Benjamin-Avi Hadid | Shipping & Warehouse Manager MVA Power Inc. |

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1.0 MANAGEMENT RESPONSIBILITY

1.1 Quality Policy

The quality policy is to achieve and maintain customer satisfaction for all our products and services. Policy objectives are as follows:

- assure that products and services are *right the first time*
- deliver products and services on time to both internal and external customers
- minimize all scrap and waste

2.0 QUALITY SYSTEM

The quality system described in this manual is designed to meet our customer's needs in terms of product quality, on-time-delivery, customer service and product performance.

3.0 CONTRACT and/or SPECIFICATION REVIEW

3.1 General

Most purchases are made on a "commercial" basis without a specific CONTRACT or SPECIFICATION. Those purchases made on a CONTRACT and/or SPECIFICATION basis are handled as indicated below.

3.2 Review

If are purchased in accordance with a CONTRACT or SPECIFICATION, a preliminary review is conducted by sales to determine if there are any special or non-standard requirements. If so, the CONTRACT or SPECIFICATION is forwarded to DESIGN, MANUFACTURING ENGINEERING and QUALITY ASSURANCE for comment which may include

- expected product performance relative to customer requirements (including supporting test reports)
- cost of any non-standard testing
- time required to execute any non-standard testing
- cost of any non-standard packaging
- exceptions or clarifications to requirements contained in the CONTRACT or SPECIFICATION

3.3 Amendment to Contract

After MVA Power Inc.. accepts a firm order from a customer, amendments to the CONTRACT or SPECIFICATION

may still be necessary in cases where:

- the needs of the customer change sufficiently to alter the terms of the contract
- MVA Power Inc.. encounters unexpected delays in providing the product

3.3 Records

A record of review and response to the CONTRACT and/or SPECIFICATION is maintained in the Engineering Project File. Each project is assigned a project number (e.g. VAXxx).

4.0 DESIGN CONTROL

4.1 General

The need for a design and development project arises when:

- MVA Power Inc.. decides to enter or create a new market of products
- the customer requests MVA Power Inc.. to manufacture an unproven design

4.2 Design and Development Planning

Design and development projects have three distinct stages:

4.2.1 Market Analysis

An analysis is performed to determine current and future market conditions.

4.2.2 Proposal to R & D Committee

Based on market analysis, a decision is made on whether or not to prepare a proposal to present to the R & D Committee. The R & D Committee is comprised of top management, product managers and technical managers. The R & D Committee determines whether the proposal should become a formal project.

4.2.3 Project Monitoring

Project activity and status is reviewed each quarter in the R & D Committee meeting.

4.3 Design Input

Design input is all the information needed to design a product. This could include one or more of the following:

- environmental conditions where the product will be installed
- product performance requirements as stated by the customer
- correspondence between the customer and MVA Power Inc. concerning design
- any industry imposed standards
- any statutory or regulatory requirements

4.4 Design Output

Design output is the translation of customer or market product requirements into a product design and predicted performance. The design must be consistent with MVA Power Inc.'s manufacturing capability, thus facilitating the transition to manufacturing a prototype and ultimately a production run. The design output should:

- be verified against design input requirements and validated
- contain acceptance criteria (testing)
- identify characteristics that are crucial to safe and proper handling or use
- be reviewed and approved before release to manufacturing and sales

4.5 Design Review

Design reviews are conducted by the R & D Committee on a quarterly basis. Records are maintained in the form of meeting minutes.

4.6 Design Validation

Design validation is used to assure that the final design satisfies the Design Inputs and Design Outputs.

Design validation includes testing of the final product design to assure that the design satisfies the defined performance criteria.

4.7 Design Change Request

The need for a design change may be identified by one or more of the following:

- customer
- Application Engineering
- Design Engineering
- Manufacturing Engineering
- Manufacturing
- Materials
- Quality Assurance

4.8 Design Change Control

Design Engineering is the only function approved to document, review and approve changes. Records of change are maintained in Project Files and detailed on drawing revision notes.

5.0 DOCUMENT CONTROL

5.1 General

Documents are controlled to ensure that:

- information is easily accessible at appropriate locations
- only current revisions of documents are in use at all times
- obsolete documents are discarded

Two document control systems are utilized:

- LAN (local area network) based system
- Paper controlled system (limited use)

Complete system description is done according to customers requests & specifications for Doc Control (if applicable). In other cases, MVA Power keeps documents secure in paper & electronic copies for easy access when needed (i.e. MRB – Material Requirement Book or Project Book).

5.2 Document and Data Approval & Issue

5.2.1 Approval

All documents and data are approved and reviewed for adequacy by authorized associates, or their delegate, prior to release.

5.2.1.1 LAN Controlled Documents

Electronic media documents are approved using the LAN document control system.

5.2.1.2 Paper Controlled Documents

Paper controlled documents are approved by the author, or person currently performing that function.

5.2.2 Issue

5.2.2.1 LAN Controlled Documents

LAN documents are kept in a secure location on the LAN which is accessible by MVA Power Inc. associates, for use when needed. Hard copies on LAN documents can be printed; but, a watermark will appear on those hard copies indicating “valid only (date of print)”.

5.2.2.2 Paper Controlled Documents

Paper documents are controlled and issued by the originator, or person currently performing that function.

5.2.3 Current Revision Status

The LAN document control system includes a document index. This index identifies each document with the appropriate status, as follows:

- document number assigned
- document routing for approval
- approved
- obsolete

5.3 Document and Data Change

Document and data changes are reviewed and approved by the function that approved the original document.

6.0 PURCHASING

6.1 General

Purchasing of raw material, semi-finished goods and finished product for resale is based on reference numbers, referred to as “item numbers”. Item numbers are set-up, maintained and controlled by the Engineering Department. The item number master includes the name of qualified supplier(s), the appropriate drawing number and any special instructions that need to be communicated to the supplier on the PO.

6.2 Supplier Evaluation

Suppliers of critical products are evaluated to ensure that they are capable of meeting MVA Power Inc. requirements.

6.2.1 Evaluation Methods

MVA Power Inc. qualifies major suppliers by means of review of their ISO9000 certificate, QA Manual, Reference list & contacts or a visit to the supplier’s facility. A new or existing supplier must submit samples for “1st article” approval on any article manufactured for the first time. Following 1st article approval, that article/supplier is qualified.

MVA POWER INC.. evaluates each supplier’s capability by means of product receipt inspection on at least the first four consecutive receipts after 1st article approval.

MVA POWER INC.. evaluates major supplier’s quality systems by means of a visit to the supplier’s facility and by the review of their quality manual & NCR Reports on similar project scopes.

6.3 Purchasing Data

Suppliers are sent a purchase order that precisely identifies the material being ordered. This may include one or more of the following:

- product description
- supplier or customer’s drawing number (contains technical and quality requirements)
- special manufacturing requirements
- material description

On certain critical products, suppliers are provided with a Material Specification which contains a complete description of technical and quality requirements.

6.4 Purchase Order Approval

The planner/buyers have the authority to purchase existing items from existing suppliers. New suppliers of existing items or new items are evaluated as previously described. New raw material items are reviewed to assure conformance to necessary technical and quality requirements prior to authorization to add the item to the purchasing data base.

6.5 Verification of Materials at Point of Manufacture

MVA POWER INC.. does not normally perform verification of materials at the supplier’s manufacturing facility.

7.0 CONTROL OF CUSTOMER SUPPLIED MATERIAL

MVA Power Inc. does not currently use customer supplied material. If such activity developed, the Materials Manager is responsible for documenting and implementing the appropriate procedures.

8.0 PRODUCT IDENTIFICATION AND TRACEABILITY

8.1 Identification

Product is identified at receipt and at all stages of production, delivery and installation.

8.1.1 At Receipt

All raw materials, semi-finished goods and finished goods for resale are identified according to MVA Power Inc or client requirements, as specified on drawings and/or item master detail.

8.1.2 During Production

All sub-assembly components and all finished assemblies are identified with a unique manufacturing number. This identifying number travels with the components throughout manufacturing.

8.1.3 Finished Goods Inventory, Delivery and Installation

At a minimum, each finished assembly is identified with the MVA Power Inc. catalog number.

8.2 Traceability

On every contract, traceability from receipt thru manufacturing to finished goods is rigidly controlled. Receipts are traceable to a specific project number, PO number or item description.

Production lots are stored-in and shipments are traceable-to specific inventory locations; but one or more production lots may be in the same inventory location.

9.0 PROCESS CONTROL

9.1 Planning and Work Instructions

Discrete job travelers accompany each production lot throughout its manufacturing cycle. The Discrete Job Traveler provides the order of operations and work instructions for each operation.

9.2 Special Processes

Special processes (where applicable) include Magnetic Particle Inspection, Heat Treating and Welding. These processes are qualified, monitored and controlled as follows:

Magnetic Particle Inspection is performed by a trained and certified inspector.

Heat Treating is verified by mechanical test reports (T,Y,E) or hardness test reports.

Welding is done using qualified procedures, welding procedure specifications and certified welders.

10.0 INSPECTION AND TESTING

10.1 General

Inspection and/or testing is conducted at three critical process steps: Receiving, Manufacturing, Finished Production.

10.2 Receiving Inspection

All materials designated for use in product manufacturing and all finished goods purchased and designated for sale with MVA Power Inc. products are subjected to Receiving Inspection. The following types of materials are actually inspected:

- Any product from a new supplier
- Any new product from existing supplier
- Any product that is found defective during manufacturing
- Certain critical products

Articles are inspected according to various Receiving Inspection Checklists (BOL – Bill of Lading) and/or drawings.

Inspection includes verification of any required supplier certifications and in-house testing as specified in the Receiving Inspection Checklist. Receiving Inspection is conducted in a designated area. Items are moved from Receiving Inspection only upon authorization by the Receiving Inspection function.

10.3 Manufacturing Quality Control

Each manufacturing plant is responsible for product quality exiting that plant. A quality process flow chart is used at each plant. This flow chart details how quality is to be controlled and what quality records are to be made. A quality record is generated for each production lot at each

plant.

10.4 Final Inspection and Testing

Each completed production lot is submitted to Final Inspection. These lots are inspected based on requirements specified on drawings and in manufacturing instructions that are routed with each lot. In addition, Inspection Checklists detail inspection and test instructions for many types of products. A record of each inspection is maintained. The system for handling non-conforming product is described later in this manual.

11.0 CONTROL OF INSPECTION, MEASURING and TEST EQUIPMENT

11.1 General

Procedures to control, calibrate and maintain measuring and test equipment are documented.

11.2 Control Procedure

Inspection, measuring and test equipment are controlled by:

- selecting appropriate test equipment that is capable of the necessary accuracy and precision defined by the measurements that need to be made
- identifying all test equipment with a unique equipment number, calibration status, technician (or external service) that performed the calibration and next calibration date
- calibrating and adjusting at predefined intervals against recognized industry standards, or in the cases where no standards exist, documenting the basis of calibration
- documenting details of equipment type, unique identification, location, frequency of checks, check method, acceptance criteria, action taken when acceptance criteria is not met and records for all calibrations performed
- accessing and documenting the validity of test records produced from equipment that has been found to be out of calibration
- ensuring that environmental conditions are appropriate for calibration (both internal and external) and tests being performed
- assuring that proper handling and storage of equipment is appropriate to maintain accuracy and fitness for use
- where appropriate, safeguarding equipment hardware and software from inadvertent adjustments that would invalidate the calibration settings

If a measurement device is found to be out of calibration, the validity of prior inspection and test results is assessed as follows:

- The device is taken out of service immediately.
- The Quality Manager is notified of the finding.
- A review of the time frame and validity of previous measurements on product produced and tested with the suspect device is evaluated for risk by the Quality Manager.
- The QA Manager reviews the finding with Production, Engineering and Sales to determine whether any action is necessary, i.e. product hold, product retest, product recall.

12.0 INSPECTION and TEST STATUS

Inspection Status and Inspection data are documented at each manufacturing work center as part of the Quality At The Source system. Each operation, when complete, is “signed-off” on the manufacturing order (MO) by the operator at each work center. Inspection and Test Status is also documented at Final Inspection. Should all or part of a production lot fail inspection or test, such failure is noted on the manufacturing order and handled as described in another section of this manual.

13.0 CONTROL OF NON-CONFORMING PRODUCT

13.1 General

Non-conforming material is documented on a Non-Conforming Material Inspection Report (NCMIR). The NCMIR identifies the non-conforming material, documents the type of non-conformance and

provides for material review, disposition and corrective action.

13.2 Types of Non-conforming Product

Non-conforming product is identified as TYPE I or TYPE II. Quality Assurance Technicians are authorized to execute the review, disposition and corrective action on TYPE I non-conforming product. TYPE II non-conforming product is submitted to the Material Review Board (MRB).

13.3 Material Review Board

The Material Review Board (MRB) consists of the Manufacturing Team Manager, the Quality Team Manager and the appropriate Application/Design Engineer. The MRB must reach consensus regarding disposition and corrective action. In cases where the non-conforming condition does not effect function of the part, customer input may be requested and considered.

13.4 Disposition of Non-conforming Product

Disposition includes the following options:

- accept as-is
- rework and reinspect
- sort and remanufacture shortage
- scrap and remanufacture

13.5 Corrective Action

The NCMIR provides for determination of the root cause and specifies corrective action which may include such things as:

- retraining of manufacturing associate
- process capability studies
- modifications to drawings, drawing tolerances
- modifications to manufacturing procedures
- modifications to Quality At The Source procedures

14.0 HANDLING, STORAGE, PACKAGING, PRESERVATION and DELIVERY

14.1 Handling

All raw material, sub-assemblies and finished product are handled to prevent damage and deterioration. Large items are handled with fork lifts operated by associates with specific training and certification.

14.2 Storage

All raw materials are stored in designated and controlled warehouse locations to prevent damage and to facilitate inventory control. All in-process material is stored in staging areas behind the next process.

14.3 Packaging

Packaging and marking requirements are specified on the manufacturing order and supplemented by additional instructions on the packing request sheet known as the “pick”.

14.4 Preservation

Many components are sealed in bio-degradable waterproof plastic. The plastic bio-degrades after about six months of exposure to sunlight. Standard shipping containers are heavy duty water resistant cardboard.

14.5 Delivery

The method of shipment is determined on a “least cost” basis unless otherwise specified by the customer.

15.0 CONTROL OF QUALITY RECORDS

15.1 General

Quality records are maintained to demonstrate conformance of products and processes to specified requirements.

15.2 Types of Quality Records

Quality records include, but are not limited to, the following:

- Material purchasing records
- Receiving Inspection (Receipt Traveler)
- Supplier Certification of Conformance or Test Reports
- Inventory Control Records
- Manufacturing procedures
- Manufacturing quality records
- Quality Assurance inspection and test records

16.0 INTERNAL QUALITY AUDITS

Quality at the Source is audited on a daily basis to ensure that plant quality records are reliable and complete.

17.0 TRAINING

All associates are required to complete a variety of training activities. A training record is maintained for each associate. Periodic audits are conducted to assure that each associate's training requirements are current and updated, if needed.

18.0 SERVICING MANUFACTURED GOODS

MVA POWER INC.. does not provide servicing to manufactured goods. MVA POWER INC.. does provide field service consultation upon customer request.