



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

Header @ 7

List View

- General Information**
- Contact
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- Document Information
- Clarification Request

Procurement Folder: 1334243

Procurement Type: Central Purchase Order

Vendor ID: VS0000029016

Legal Name: HATZEL & BUEHLER INC

Alias/DBA:

Total Bid: \$272,545.00

Response Date: 01/09/2024

Response Time: 12:28

Responded By User ID: IHaddox

First Name: Ian

Last Name: Haddox

Email: I.Haddox@hatzelandbuehler.

Phone: 3045634557

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2400000009

Published Date: 1/2/24

Close Date: 1/9/24

Close Time: 13:30

Status: Closed

Solicitation Description: Bldg. 13 (Parking Garage) Lighting Upgrades Project

Total of Header Attachments: 7

Total of All Attachments: 7

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Bldg. 13 (Parking Garage) Lighting Upgrades Project				272545.00

Comm Code	Manufacturer	Specification	Model #
72151501			

Commodity Line Comments:

Extended Description:

Bldg. 13 (Parking Garage) Lighting Upgrades Project

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CFRQ GSD2400000009

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

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

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

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

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

Hatzel and Buehler, Inc.

Company



Authorized Signature

1/8/2024

Date

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



Processing Date: **January 4, 2024**

Bid Date: **January 9, 2024**

Hatzel & Buehler, Inc.

2182 Route 75, Suite 3

Kenova, WV 25530

Owner: State of West Virginia Department of Administration

E.C.P.: \$200,000.00

B. B. Amt.: Five Percent Of The Total Amount Bid

Surety: Travelers Casualty and Surety Company of America

Project: Building 13 (Parking Garage) Lighting Upgrades Project: CRFQ 0211 GSD2400000009

Gentlemen:

Enclosed you will find a bid bond in the required amount covering the above captioned project. As a precaution please check all dates, descriptions, names, seals, surety signatures and remember that the appropriate required contractor's signature as indicated below is necessary.

Please notify us of these bid results at your earliest convenience.

Thank you,

American Global, LLC

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hatzel & Buehler, Inc.
_____ of 2182 Route 75, Suite 3, Kenova, WV 25530, as Principal, and Travelers Casualty and Surety Company of America
_____ of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of _____
Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Amount Bid (\$ 5% total amount bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Building 13 (Parking Garage) Lighting Upgrades Project: CRFQ 0211 GSD240000009

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 9 day of January, 2024.

Principal Seal

Hatzel & Buehler, Inc.

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Travelers Casualty and Surety Company of America

(Name of Surety)



Attorney-in-Fact Krystal L. Stravato



Surety Seal

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

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF _____

COUNTY OF _____

ON THE 9th DAY OF January, 2024 BEFORE ME PERSONALLY APPEARED _____
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE
_____ OF Hatzel & Buehler, Inc. THE CORPORATION THAT EXECUTED THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 9th DAY OF January, 2024 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN,
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF
Travelers Casualty and Surety Company of America, THE CORPORATION THAT EXECUTED THE FOREGOING
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

RYAN E GRAY
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES JAN. 23, 2028



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 9th day of January, 2024




Kevin E. Hughes, Assistant Secretary

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,896,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,881,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,768	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,866,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

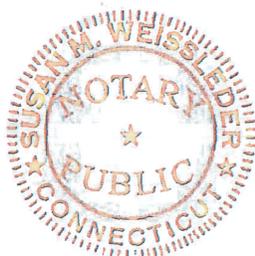
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17TH DAY OF MARCH, 2023

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

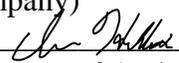
(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

(Company)



(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)



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

I, Megan Hall, after being first duly sworn, depose and state as follows:

1. I am an employee of Hatzel and Buehler; and,
(Company Name)
2. I do hereby attest that Hatzel and Buehler
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Megan Hall
 Signature: Megan Hall
 Title: Safety Manager
 Company Name: Hatzel and Buehler
 Date: 01/08/2024

Ohio
STATE OF ~~WEST VIRGINIA~~,

COUNTY OF Pike, TO-WIT:

Taken, subscribed and sworn to before me this 8 day of January, 2024.

By Commission expires April 9, 2025

(Seal)



AMANDA ROSE
Notary Public State of Ohio
My Commission Expires
April 9, 2025

Amanda Rose
(Notary Public)

REQUEST FOR QUOTATION
Building 13 Lighting Upgrades Project
CRFQ GSD240000009

EXHIBIT A - Pricing Page

Name of Bidder:

Hatzel & Buehler, Inc.

The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid:

\$ 272,545.00 (Commodity Line 1)

Two Hundred Seventy-Two Thousand Five Hundred Forty-Five dollars

(Show amount in both words and numbers)



HATZEL & BUEHLER, INC.

Electrical Construction Since 1884

Bldg. 13 (Parking Garage) Lighting Upgrades (CRFQ GSD240000009)

Date: 1/9/2024

To: Melissa Pettrey, Senior Buyer

Department of Administration, Purchasing Division

Re: Bldg. 13 (Parking Garage) Lighting Upgrades (CRFQ GSD240000009)

Hatzel & Buehler, Inc. (H&B) is pleased to offer the following proposal for the electrical scope of work on the Bldg. 13 (Parking Garage) Lighting Upgrades (CRFQ GSD240000009) Project:

BASE BID

TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED AND FORTY-FIVE DOLLARS

\$272,545.00

Clarifications

1. Proposal is based on:
 - a. Contract documents dated October 27, 2023.
 - b. Addendum #1 dated December 11, 2023.
 - c. Addendum #2 dated December 20, 2023.
 - d. Addendum #3 dated January 2, 2024.
 - e. Working four (4) 10-hour days per week, Monday through Thursday.
2. Proposal is valid for acceptance within 60 days. H&B reserves the right to revise pricing based on materials and equipment costs if the contract is not awarded within this period.
3. Existing concrete pole base structural integrity is unknown and Hatzel & Buehler, Inc. shall not be held liable for damages, costs of repairs, or replacement of existing concrete pole bases resulting from core drilling for new anchor bolts.
 - a. Should the condition of existing concrete pole base(s) be discovered unsuitable for installation of new anchor bolts; Hatzel & Buehler reserves the right to revise pricing based on new owner provided, engineered solution.



HATZEL & BUEHLER, INC.

Electrical Construction Since 1884

Inclusions:

1. Disconnection and removal of existing light fixtures and poles as shown in contract documents.
2. Installation of new light fixtures and poles as shown in contract documents.
3. Installation of one (1) new unit heater and thermostat.
4. Installation of four (4) new inverters and re-routing of existing branch wiring for connection of new inverters.

Exclusions

1. Fees, permits and bonding unless specifically addressed in the Inclusions.
2. All painting, if required.
3. Purchase and installation of equipment, instruments, etc., unless specifically addressed in Inclusions.
4. Furnishing and/or installing HVAC controls, unless specifically addressed in Inclusions.
5. All Civil and Structural work.
6. Concrete pole base repair or replacement, resulting from drilling new anchor holes.
7. Electrical utility costs.
8. All temporary power and lighting of existing facility, unless specifically required for construction.
9. All temporary facilities including toilets, handwash stations, site storage and site office.
10. Liquidated Damages
11. Any hazardous waste testing, removal, or abatement.

Hatzel & Buehler appreciates the opportunity to provide this proposal and hope it meets with your approval.

Sincerely,
Ian Haddox

Office: 681.305.1070
Mobile: 304.563.4557
i.haddox@hatzelandbuehler.com

