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RFQ COPY

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

Request for Quotation

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304-256-6614

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-558-0067

25801

HEALTH AND HUMAN RESOURCES PINECREST HOSPITAL 105 SOUTH EISENHOWER DRIVE BECKLEY, WV

SUMMIT ELECTRIC CORP. P.O. BOX 254 HURRICANE, WV 25526-0254

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O Box 50130, Charleston, WV 25305-0130



VENDOR

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P.O. BOX 254

TYPE NAME/ADDRESS HERE

SUMMIT ELECTRIC CORP.

HURRICANE, WV 25526-0254

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES PINECREST HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

304-256-6614

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ROBERTA	WAGNER
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ADDRESS CORRESPONDENCE TO ATTENTION OF <u> 804-558-0067</u>

RFQ COPY TYPE NAME/ADDRESS HERE

SUMMIT ELECTRIC CORP. P.O. BOX 254 HURRICANE, WV 25526-0254 HEALTH AND HUMAN RESOURCES PINECREST HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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HURRICANE, WV 25526-0254

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	INQUIRIES: WRITTEN QUESTIONS SHALL BUSINESS ON 12/18/2008 USPS, FAX, COURIER OR E- VENDOR RECEIVES AN UNFAI QUESTIONS WILL BE ANSWER QUESTIONS ARE PREFERRED ROBERTA WAGNER DEPARTMENT OF ADMINISTRA PURCHASING DIVISION 2019 WASHINGTON STREET CHARLESTON, WV 25311 FAX: 304-558-4112 E-MAIL: ROBERTA A WAGNER	B. QUESTIONS MAIL. IN ORDER TO THE POPULATION OF	AY BE SENT VIA FO ASSURE NO SUBSTANTIVE DSSIBLE, E-MAIL	
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SUMMIT ELECTRIC CORP. P.O. BOX 254 HURRICANE, WV 25526-0254 Jenylef Haylett

Bid Schedule / Cost Proposal

Quantity	Description	Price for Each	Extended Amount
5 X each	Digital Video Recorders per specifications	\$ <i>2,702.0</i> 0	\$ 13,510.00
5 Xeach	Uninterruptible Power Supply	\$ <u>235,2</u> 6	\$ 1,176.00
5 X each	16 channel Power Supply	\$ 186.62	\$ 933.10
53 each	Sony SPE-110 (or equal) vandal proof dome camera with 3.5-8mm auto focusing lens for indoor use	\$_207.36	\$ <u>10,990.08</u>
10 each	License Plate Recognition Ultra Sensitivity Color GCD (SPE-LP50) camera (or equal) with 5 - 50 mm varifocal lens for outdoor use	\$ <u>297.8</u> 4	\$ 2 <u>,978.6</u> 0
1 job	Mounting brackets, cable and cable terminations with a minimum of 3' length, conduit and junction boxes, other miscellaneous hardware and network equipment	\$ 16,337.90	\$ 16,337.90
1 job	Required software for security system	\$ Induded	\$ Induded
1 job	Labor costs	\$ 66,710.00	\$ 66,710.00
All other cost	ts (please specify)	\$ <u> </u>	\$ <u>O</u>
Grand Total		\$ -NA-	\$ 112,635.68

RFQ No PSH90063

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY:

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

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

Vendor's Name: Summit	Electric	Corp.	Inc.			
Authorized Signature:	ylek	Hain	ett.	Date:	January	15, 2009
Purchasing Affidavit (Revised 07/01/08)	1	J	Crese	durt	0	

BID BOND

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mpapy	of _I	Hurricane		West \	Virginia	Summit Electric Corporation, as Principal, and The Ohio Casualty Insurance
	_of _I	Hamilton	, <u>Ohio</u>		a corporation	organized and existing under the laws of the State of
Ohio		with its princip	al office in the	City of _E	Hamilton	, as Surety, are held and firmly bound unto the State
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-	The Co	ondition of the ab	ove obligation is	s such th	at whereas the Princi	pal has submitted to the Purchasing Section of the
Departme	ent of A	Administration a c	ertain bid or pro	oposal, at	ttached hereto and m	ade a part hereof, to enter into a contract in writing for
PSH900	<u> 063 -</u>	- Digital V	ideo Recor	ders a	at Pinecrest H	ospital
ľ	T WON	THEREFORE,				
		said bid shall be r		D : :		and the state of t
						ontract in accordance with the bid or proposal attached proposal, and shall in all other respects perform the
agreemer	nt crea	ited by the accept	ance of said bi	d, then th	nis obligation shall be	null and void, otherwise this obligation shall remain in full
		It is expressly u	nderstood and	agreed th	hat the liability of the	Surety for any and all claims hereunder shall, in no event,
	10 000					
exceed in	ne pena	al amount of this				
		al amount of this	obligation as he	erein state	ed	the obligations of said Surety and its bond shall be in no
way impa	The Su	al amount of this urety, for the valuer affected by any	obligation as he e received, here extension of the	erein state eby stipul	ed lates and agrees that	the obligations of said Surety and its bond shall be in no emay accept such bid, and said Surety does hereby
way impa	The Su	al amount of this	e received, here extension of the	erein state eby stipul	ed lates and agrees that	
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CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY WEST AMERICAN INSURANCE COMPANY

No. 39-970

Know All Men by These Presents: That I'HE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Clarence C. Massey or Thomas H. Bottoms, Jr. of Huntington, West Virginia its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorne(s)-in-fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 27h day of April, 2007.





Sam Lawrence Sam Lawrence, Assistant Secretary

STATE OF CHIO, COUNTY OF BUILER

On this 27th day of April, 2007 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN IESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton State of Ohio, the day and year first above written Chery & Gregory



Notary Public in and for County of Butler, State of Ohio My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9 Appointment of Attorneys-in-Fact The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 2,12004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 15th day of January





Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) ACORD OPID TB SUMMI-1 01/14/09 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION Peoples Insurance Agency, Inc. ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE dba Putnam Insurance Agency HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 101 Fifth Ave, PO Box 2388 Huntington WV 25724-2388 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Phone: 304-522-6555 Fax: 304-522-6563 INSURERS AFFORDING COVERAGE NAIC # INSURED INSURER A: Motorist Insurance Group 14621 INSURER B: Summit Electric Corporation P.O. Box 254 Hurricane WV 25526 INSURER C:

INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s
	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
A	X COMMERCIAL GENERAL LIABILITY	33266348-41E	07/01/08	07/01/09	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 300,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$10,000
	X BLKT Addt'l Insd				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- JECT LOC					
A	AUTOMOBILE LIABILITY X ANY AUTO	33266348-41E	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	X Comp \$500 Ded X Coll \$1000 Ded			i	PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$ \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$3,000,000
A	X OCCUR CLAIMS MADE	33266348-41E	07/01/08	07/01/09	AGGREGATE	\$3,000,000
ĺ			''''	, ,		\$
	DEDUCTIBLE					\$
	X RETENTION \$ NONE			Ì		\$
	WORKERS COMPENSATION AND				X WC STATU- TORY LIMITS ER	
70	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	33266348-41E	07/01/08	07/01/09	E.L. EACH ACCIDENT	\$ 500,000
				[E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					
A	· ·	33266348-41E	07/01/08	07/01/09	LEASED	\$100,000
A	INSTALLATION RIPTION OF OPERATIONS / LOCATIONS / VEHICL	33266348-41E	07/01/08	07/01/09	Installat	\$400,000

/EHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of insurance.

PSH90063 - Digital Video Recorders at Pinecrest Hospital

CERTIFICATE HOLDER

State of West Virginia Dept Health & Human Resources c/o Pinecrest Hospital 105 S Eisenhower Drive Beckley WV 25801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)