

THE SUMMIT ELECTRIC GROUP, INC.  
 P.O. BOX 254  
 HURRICANE, WV 25526  
 PH: 304-562-7091  
 FAX: 304-562-7137  
 e-mail: slcstep54@yahoo.com

To: Purchasing Division  
 Organization: State of WV Purchasing  
 Fax: 304-558-3970  
 From: Tim Reed  
 Date: Feb. 12, 2015  
 # of Pages: 14

RFQ: 0506 JWH 15000000.3  
 Buyer: Gregory Clay  
 Bid Opening Date: Feb. 12, 2015  
 Bid opening Time: 1:30

Jackie Withrow Hospital  
New Patient Nurse Call System

02/12/15 11:37:50  
 WV Purchasing Division



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

State of West Virginia  
Request for Quotation

Proc Folder: 62406

Doc Description: Addendum No. 1 New Patient Nurse Call System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-04	2015-02-12 13:30:00	CRFQ 0506 JWH1500000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:  
The Summit Electric Group, Inc.  
P.O. Box 254  
Hurricane, WV 25526  
Ph: 304-562-7091 / Fax: 304-562-7137

FOR INFORMATION CONTACT THE BUYER

Gregory Clay  
(304) 558-2566  
gregory.c.clay@wv.gov

Signature X FEIN # 27-4037324

DATE Feb. 12, 2015

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV25801 US		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Patient Nurse Call System, labor, parts, material, warranty	1.00000	EA	\$ 140,000.00	\$ 140,000.00

Comm Code	Manufacturer	Specification	Model #
42191611	Bawland	As Specified	As Specified

Extended Description :

All labor, parts, materials, and warranty for the installation of the New Patient Nurse Call System, and labor for the removal of the current system once the new system is up and working.

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 3 of 3</b>
JWH1500000003	Final	Addendum No. 1 New Patient Nur se Call System	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Agency State of West Virginia  
REQ.P.O# JWH1500000003

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, The Summit Electric Group, Inc.  
of Hurricane, West Virginia, as Principal, and The Ohio Casualty Insurance  
Co. of Keene, New Hampshire, a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Keene, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% of Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for JWH1500000003 - Jackie Withrow Hospital- Installation of New Patient Nurse Call System

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 Oblige 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 12th day of February, 20 15.

Principal Seal

The Summit Electric Group, Inc.  
(Name of Principal)

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

Vice President  
(Title)

Clarence C. Massey, Attorney-in-fact  
(Name of Surety)

[Signature]  
Attorney-in-Fact

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.

POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Peoples Insurance Agency LLC

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Clarence C. Massey, Thomas H. Bottoms Jr of HUNTINGTON, West Virginia its true and lawful agent(s) and attorney(ies)-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, 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 Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty 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 Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington  
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

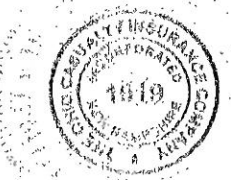
This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15<sup>th</sup> day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall 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, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board 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 seal of the Company this 12th day of February 2015



David M. Carey Assistant Secretary









# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV047675

**Classification:**

ELECTRICAL

THE SUMMIT ELECTRIC GROUP INC  
DBA THE SUMMIT ELECTRIC GROUP INC  
PO BOX 254  
HURRICANE, WV 25526

**Date Issued**

**Expiration Date**

JANUARY 14, 2015

JANUARY 14, 2016

*Richard D. Milan*  
Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

RECEIVED TIME FEB. 12. 11:31AM

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

- 1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: The Summit Electric Group, Inc.

Contractor's License No. WV 047675

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires 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. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

Revised 08/08/2014

RECEIVED TIME FEB. 12. 11:31AM

WV-73  
Rev. 08/2013



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

STATE OF WEST VIRGINIA,  
COUNTY OF Putnam, TO-WIT:

I, Richard D. Milam, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that The Summit Electric Group, Inc.  
(Company Name)

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

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

By: [Signature]  
 Title: Vice President  
 Company Name: The Summit Electric Group, Inc.  
 Date: February 12, 2015

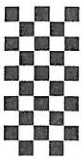
Taken, subscribed and sworn to before me this 12<sup>th</sup> day of February, 2015  
By Commission expires July 17, 2023



[Signature]  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE BIDDING PROCESS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID WILL BE CAUSAL FOR DISQUALIFICATION OF THE BIDDER.**

RECEIVED TIME FEB. 12. 5:11:31AM



WV-73  
Rev. 08/2013



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Richard D. Milam, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that The Summit Electric Group, Inc.  
(Company Name)

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

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

By: [Signature]  
 Title: Vice President  
 Company Name: The Summit Electric Group, Inc.  
 Date: February 12, 2015

Taken, subscribed and sworn to before me this 12<sup>th</sup> day of February, 2015

My Commission expires July 17, 2023



[Signature]  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

Rev. August 2013

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: JWH1500000003**

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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.

The Summit Electric Group, Inc.  
Company

  
Authorized Signature

February 12, 2015  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; 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.

The Summit Electric Group, Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title) Timothy W. Reed, VP

304-562-7091 / <sup>Fax</sup> 304-562-7137  
(Phone Number) (Fax Number) (Date) Feb. 12, 2015



RFQ No. JWH 150000003

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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 above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: The Summit Electric Group, Inc.

Authorized Signature: [Signature] Date: Feb. 12, 2015

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of February, 2015.

My Commission expires July 17, 2023

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Sandra L. Estep]  
Purchasing Affidavit (Revised 07/01/2012)

