



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

Request for Quotation

RFQ NUMBER
 ISCG0043

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR

*406110534 304-345-1253
 PROGRESSIVE ELECTRIC INC
 PO BOX 3695
 CHARLESTON WV 25336

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 09/14/2006 | | | | |

BID OPENING DATE: 10/06/2006 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|-------------------------|-------------------------|
| 0001 | | EA | | 285-39 | \$398,000 ⁰⁰ | \$398,000 ⁰⁰ |
| GENERATORS, STATIONARY TYPE (NOT AUTOMOTIVE) REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE REPLACEMENT OF AN UNINTERRUPTIBLE POWER SYSTEM (UPS) THAT CURRENTLY PROVIDES BACK-UP POWER FOR THE MAINFRAME AND THE SERVER ROOM LOCATED ON THE FIRST FLOOR OF OFFICE BUILDING 6, STATE CAPITOL COMPLEX, CHARLESTON, WEST VIRGINIA. ALSO TO ADD A SECONDARY POWER SUPPLY, THIS REQUEST FOR QUOTATION INCLUDES A BACK UP GENERATOR FOR THIS UPS. THIS PROCUREMENT WILL INCLUDE ALL EQUIPMENT, ELECTRICAL WORK, LABOR AND MATERIALS TO INSTALL ALL EQUIPMENT ON THIS PROJECT. A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON SEPTEMBER 25, 2006 AT 10:00 AM IN THE PURCHASING DIVISION BID ROOM LOCATED AT 2019 WASHINGTON STREET EAST, CHARLESTON, WEST VIRGINIA. ALL INTERESTED BIDDERS ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. QUESTIONS CONCERNING THIS PROJECT SHALL BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-------------------------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304-345-1253 | DATE 10/10/2006 |
| TITLE VICE PRESIDENT | FEIN 550585404 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

Department of Administration
Purchasing Division
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Post Office Box 50130
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| <p>VIA EMAIL AT KFERRELL@WVADMIN.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 9/27/2006 AT 5PM. VENDORS MAY ALSO ASK QUESTIONS DURING THE PRE-BID MEETING. QUESTIONS RECEIVED AT THE PRE-BID MEETING AND THOSE RECEIVED PRIOR TO THE 9/27/2006 DEADLINE WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID SUBMISSION MAY BE ASKED AT ANY TIME AND SUBMITTED IN ANY FORMAT (WRITTEN OR VERBAL).</p> <p>THIS IS A FAST TRACK PROJECT. VENDORS MUST COMPLETE WORK ON OR BEFORE 11/30/2006. ALL INVOICES MUST BE SUBMITTED FOR PAYMENT ON OR BEFORE 11/30/2006.</p> <p>THE SUCCESSFUL VENDOR WILL BE REQUIRED TO SUBMIT ALL BONDS, INSURANCE, AND OTHER DOCUMENTATION TO THE PURCHASING DIVISION WITHIN 5 DAYS OF REQUEST.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED ON OR BEFORE 11/30/2006. UNLESS OTHERWISE INDICATED THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED THE NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p> | | | | | | |

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| WAGE RATES APPLY TO THIS PROJECT) | | | | | | |
| ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. | | | | | | |
| WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. | | | | | | |
| ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: | | | | | | |
| (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. | | | | | | |
| () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. | | | | | | |
| (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE | | | | | | |

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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Vice President | 550585404 | |

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| <p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID</p> | | | | | | |

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| <p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 10/5/2006</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> | | | | | | |

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| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i>SIGNATURE <i>PROGRESSIVE ELECTRIC, INC.</i>COMPANY <i>10/10/2006</i>DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: <i>PROGRESSIVE ELECTRIC, INC.</i> CONTRACTORS LICENSE NO.: <i>WV # 000005</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF</p> | | | | | | |

| | | | | | | | |
|------------------------------|--|----------------|--|-----------------------------------|--|-----------------|--|
| SIGNATURE <i>[Signature]</i> | | | | TELEPHONE 304-345-1253 | | DATE 10/10/2006 | |
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| <p>A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p> | | | | | | |

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REQUEST FOR QUOTATION

The Office of Technology is replacing the Uninterruptible Power System (UPS) that currently provides back-up power for the mainframe and the server room located on the first floor of Office Building 6, State Capitol Complex, Charleston, West Virginia. To add a secondary power supply, this request for quotation includes a back-up generator for this UPS. This procurement will cover all equipment as well as the electrical work, labor and materials required to install all equipment.

A mandatory vendor conference is scheduled to be held on **September 25, 2006**, at 10:00 a.m.. The location will be the Purchasing Division Bid Room, 2019 Washington Street, East, Charleston, West Virginia. All interested bidders are required to attend this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

After initial discussion of the project, vendors may ask questions. If any changes occur in the RFQ requirements, an addendum will be issued. Vendors will have a tour of the facilities where the equipment will be installed.

The contractor must be a WV licensed electrician. All work must be completed, approved by the State agency and the invoice received prior to November 30, 2006. The project is grant-funded and time extensions shall not be permitted. Please provide pricing as requested below. Payment may be made for each phase of the work..

The vendor shall remove and properly dispose of the existing UPS equipment, batteries, wiring and debris.

The vendor shall meet or exceed all national electrical code specifications while completing construction of this project. The vendor shall provide a detailed schematic/map of the installation when the work is complete.

Upon notification of the completion of each stage, the State shall within five (5) days perform acceptance tests to determine whether: (a) the products meet the specifications and standards described in this contract and (b) that they perform repetitively on a variety of inputs without failure. Upon completion of the last stage described, final acceptance must verify (acceptance and verification from whom?) that the entire package works as planned, performs the defined functions as an entirety and with internal consistency, and meets all specifications and standards. If any test discloses deficiencies, the vendor shall within thirty (30) days correct such deficiencies and user shall thereafter have an additional thirty (30) days to re-conduct the acceptance tests. Failure to meet specifications after the second test shall entitle the State at its option, to cancel this contract on the same basis as if vendor had failed to deliver the products required.

Due to the nature of the funding for this project, progress payments are acceptable and preferred. Payment may be made for the work completed in each phase. Specifically, the Office of Technology requires upon completion, installation and testing of any phase (for example phase 1 uninterruptible power supply) that the vendor would invoice the Office of Technology for the bid amount for the respective phase at that time. All phases must be completed, installed, and invoiced by November 30, 2006. The Office of Technology reserves the right to refuse payment in the event the completed work is not commensurate with industry standards or is substandard in any way or does not meet specifications outlined in this RFQ.

Equipment other than Liebert will be considered, but the vendor must certify their product provides 100% of all features and functions of the Liebert equipment. The Office of Technology reserves the right to determine equivalency on any bids submitted.

PHASE 1:**One (1) 150kVA/120kW Capacity Liebert Series 610 Three Phase Multi-Module Uninterruptible Power System:**

System AC input voltage 480V (three-phase, three-wire plus ground)
 System AC bypass voltage 208V (three-phase, three or four-wire plus ground)
 System AC output voltage 208V (three-phase, three or four-wire plus ground)

One (1) 150kVA/120kW, Multi-Module Unit, Model U39MM154A0CB, with the following features and characteristics:

Module AC input voltage 480V (three-phase, three-wire plus ground)
 Module AC output voltage 208V (three-phase, four-wire plus ground)

- On-line reverse transfer configuration
- Capability for top and bottom cable entry of conductors
- Input circuit breaker
- 6-pulse phase-controlled rectifier/charger
- Input filter with 7% THD at full output load
- 6-Step/PWM (pulse-width modulated) transistorized inverter, output transformer and filter
- Output circuit breaker
- Microprocessor-based monitoring with LCD display (English)
- Automatic equalize charger timer
- Site Scan Monitoring interface
- Two-step battery charge current limit
- Redundant cooling fans
- ETL listed to UL 1778 standard, CSA22.2, No. 107.1

One (1) 800 Amp System Control Cabinet, Model U39CC80C4CT, with the following features and characteristics:

- Microprocessor based monitoring with LCD display (English)
- System paralleling and transfer controls
- Electrically operated system isolation and bypass circuit breakers
- Auto-dial Critical Information Reporting System
- Alarm Status Contacts
- Site Scan Monitoring Interface
- Maintenance bypass interlock interface
- Local E.P.O. with provision for remote E.P.O.
- ETL listed to UL 1778 standard, CSA22.2, No. 107.1

Two (2) Liebert Battery Power Pack System rated for 26 minutes at a 120kW load, Model U36BP150WJBNUUU, with the following features:

- Each system consists of one cabinet(s)
- Each battery cabinet includes a circuit breaker to isolate the battery during maintenance
- The cabinet utilizes valve regulated lead acid battery cells in flame retardant cases
- ETL listed to UL 1778 standard
- The battery is provided with a 3-year full and 7-year prorata warranty

One (1) Three Breaker 800 Amp Maintenance Bypass Panel board, Model MBP3800C00S3911, with the following features:

- Wall mounted panel board
- Copper main bus
- 80% rated Standard interrupting
- Key Interlock System
- UL 67 listed

Start-up Services including the following:

- UPS Start-Up Plus 7x24 – SU61M151P7
- Maintenance Bypass Start-Up Plus 7x24 – SPBBS6BP124
- System Control Cabinet Start-Up Plus 7x24 – SPSBS6AP124

~~critical~~ Monitoring and Alarm Notification System

- Front End Graphic Workstation
- 24-hour Monitoring and Alarm Notification
- Monitoring for Air Units, Power Units, and Generator System

One (1) ASCO 3003600N1XC11BG Series-300 600 amp Automatic Transfer Switch with the following:

A Programmable Engine Exerciser in a MEMA 1 enclosure

PHASE 2:

Two (2) Caterpillar Diesel Generator, standby, 200kW, 250kVA, 480VAC, 3 phase, 60 Hz

- Vendor will be responsible for a boom truck and a crane if required.
- To be installed with a CAE-Sound Attenuated Enclosures.
- To be installed with a 12 hour closed top diked skid base Fuel Tanks, one per generator.
- ~~To be installed to run in parallel with each other.~~

Installation to include the following:

- Distribution panel with two breakers to be located on the load side of the transfer switch
- Conduit, wire and termination for the terms listed below. All feeds sized for 600-amps at 480-volt.
 - Normal Feed to transfer switch from main get in the UPS room
 - Emergency feed from the generator, located by the loading dock
 - Load feed to the new distribution panel
 - Feed to the UPS from the distribution panel
 - Feeds from the UPS distribution cabinet to the existing distribution panel and bus duct

- o Receiving and setting of the new UPS, transfer switch and generator. Items supplied above.
- o Vendor will be responsible to install the concrete pad and supply any and all necessary material, parts, or labor to install the above hardware.
- o All work must meet Federal, State or Local building and Fire codes.
- o All necessary building permits and inspection fees are the responsible of the winning vendor.

PHASE 3:

Demolition and Disposal to include the following:

- Demolition of the exiting UPS, 400 HZ and batteries
- Disposal of the existing UPS, 400 HZ and batteries

| | HARDWARE COST | LABOR AND INSTALLATION | TOTAL COST PER PHASE |
|---------------------------|-------------------|------------------------|----------------------|
| Phase 1 | 185,000.00 | 87,000.00 | 272,000.00 |
| Phase 2 | 50,000.00 | 71,000.00 | 121,000.00 |
| Phase 3 | | 5,000.00 | 5,000.00 |
| TOTAL PROJECT COST | 235,000.00 | 163,000.00 | 398,000.00 |

Option 1:

Second Generator and all peripherals (including installation): Add \$77,000.00

A F F I D A V I T

014

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: PROGRESSIVE ELECTRIC, INC.

Authorized Signature:  Date: 10/10/2006

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Progressive Electric, Inc.
of P O Box 3695, Charleston, WV 25336, as Principal, and Ohio Farmers Insurance
Company of One Park Circle Drive, Westfield Center, OH corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount (\$id) 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
Generators for the IS&C Data Center
Charleston, WV

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
6th day of October, 2006.

Principal Corporate Seal

Progressive Electric, Inc.

(Name of Principal)

By [Signature]

(Must be President or Vice President)

Vice President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

[Signature]

Attorney-in-Fact

Kimberly L. Miles
Licensed WV Resident Agent

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

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

POWER NO. 4750172 01

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



William J. Kahelin

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **6th** day of **October** A.D., **2006**.



Frank A. Carrino
Frank A. Carrino, Secretary