

# Request for Quotation

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RFQ NUMBER AUD083280

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RON PRICE 304-558-0492

304-346-0549 \*709043406 CASTO TECHNICAL SERVICES INC 540 LEON SULLIVAN WAY PO BOX 627 CHARLESTON WV 25322

STATE AUDITOR'S OFFICE

BUILDING 1, ROOM W100 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230 558-2251

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

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

TELEPHONE

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# AUD083280 WV State Auditor's Office

# PART 1 GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting quotes for the West Virginia State Auditor's Office, also referred to as "Agency" or WVSAO is soliciting a bids from qualified vendors for products and services for a full turnkey environmental solution to support both the facility and the data center located at 200 West Main Street Clarksburg, WV 26301.

**Project:** 

Agency currently utilizes the existing HVAC to address environmental needs. As the Agency will be using this location for their Disaster Recovery (DR) Site upon completion of this project, improvements must be made before the equipment can be relocated to the Clarksburg site.

## PART 2 OPERATING ENVIRONMENT

Location:

200 W. Main Street, Clarksburg, WV 26301

Background:

Agency currently has a data center located at the project address, but with minimum equipment maintained on site.

# PART 3 PROCUREMENT SPECIFICATIONS General Requirements:

Major sections to this RFQ

HVAC: Provide and install/maintenance UPS: Provide and install/maintenance

Additional Installation Hardware

Quote as per the following:

- 1. Heating, Ventilation, and Air Conditioning (HVAC) system shall provide cooling on a 24 hours-per-day, 365 days-per-year basis for the Clarksburg data center and contain a level of redundancy such that if one unit fails completely, the remaining unit has the capacity to keep the room cool to the required specification, 70 degrees F +/- 2 degrees and 50% +/-5% Relative Humidity (R/H).
  - a. The vendor will need to quote as per the following or equivalent. See attached specification sheet
- 2. Uninterruptible Power Supply (UPS) system that is rated at 40 KVA upgradeable to 80 KVA with enough battery back-up to support an outage of approximately one hour for the Clarksburg data Center.
  - a. The vendor shall affirm that the current raised floor will support the weight of the proposed unit and supply if necessary any support structure required.
  - b. The vendor will need to quote as per the following <u>or</u> equivalent. See attached specification sheet
- 3. The vendor will include the cost of all additional hardware that is required to successfully install the environmental system. This is to include but not limited to cables, wiring, connectors, plugs, transfer switch, etc.
- 4. The vendor will be responsible for the entire project from start to finish. This is to include but not limited to: Personnel that might be required to verify the power, structure, cooling, working with American Electric and Power (AEP) to ensure that there is adequate power supplying the facility, contractors, the building owner, local and state

municipalities, acquiring all permits and licenses that are required to complete the job successfully. Therefore: The vendor must provide a detailed Scope of Work (SOW) for this installation and any associated cost. It is preferred that this be provided with the bid.

- 5. The vendor must provide a detailed listing and or narrative of the repair part supply/replacement infrastructure that is in place to guarantee timely supply of parts for ALL proposed hardware. It is preferred that this be provided with the bid.
- 6. The vendor must quote monthly maintenance charges for seven days by twenty-four hours per day (7x24); five days by nine hours per day (5x9) maintenance service as separate items. The Auditor reserves the right to select the one most appropriate service to be included in the final contract pricing.
- 7. The environmental system quoted must currently be manufactured (e.g. not discontinued or will be discontinued within the next 3 years).
- 8. The specific environment solution proposed by the vendor must be operating to the customer's satisfaction in three (3) user sites in the United States. Names and telephone numbers of the customer for reference purposes should be included with the vendor proposal. In the event that any vendor does not have the exact system installed as proposed, the vendor shall provide the names and telephone numbers for reference of three (3) satisfied customers as reference of installation, by the proposing vendor, that have the same functionality and as similar to the same equipment as possible to the proposed equipment.
- 9. Final acceptance of the UPS equipment and installation is contingent upon a successful test of a power outage where the UPS system will supply the necessary power. Final acceptance of the HVAC equipment and installation is contingent upon a successful test of one AC unit being shut down and the other unit auto starting to take over the load in the data center.

- 1. Roof membrane and construction for the higher roof level is EPDM.
- 2. The Owner and the owner's subcontractor will be responsible for the power supply to the roof top condensing units and HVAC units in the computer room.
- 3. The building owner and owner's subcontractor shall be responsible for the power supply to the UPS.
- 4. A new panel box is to be supplied by the owner.
- 5. The electrical distribution panel for connections for all new equipment shall be located in the Computer Room.
- 6. The lower roof is the preferred location for the outside condensing units and it will be the responsibility of the successful bidder to remove the existing abandoned equipment located there.
- 7. Maintenance will be one year with two, one-year renewal options paid quarterly in arrears. All parts should be covered under warranty and maintenance periods unless it is a consumable item.
- 8. The refrigerant and electrical piping and conduit can be installed thru the interior of the building.
- 9. Electrical power will be supplied to the Data Center by the owner and the owner's subcontractor for connection of the CRAC units and UPS.
- 10. It is the responsibility of the bidder to determine the method of bringing the equipment into the building.
- 11. UPS should be wired for maximum capacity (80KVA) to accommodate a potential future upgrade.
- 12. The floor in the entrance way and hallway will support the equipment during moving. The building floor under the access flooring will support the equipment in the data center.
- 13. Normal working hours for this project will be 7:00am to 5:00pm, Monday through Friday.

# See Chart below for possible equipment that will be placed at the Clarksburg Location:

Equipment	Power kW	Total Pwr kW	Plug type	BTUs	Total BTUs
Libra 580 MCP	0.79	1.58		5372	10744
ES7000/510	1.2	4.8		4000	16000
Dell 2850	0.7	4.9		2390.5	16733.5
CX300 1 ph	0.618	0.618		2000	2000
CX300-DAE disk a	array 0.392	0.392		1340	1340
Centera CNR4	•	2.5	L6-30	1020	1020
Cisco9216A	0.845	1.69		2885.675	5771.35
Telcom/server raci	د 3.5	3.5		11952.5	11952.5
UHS5160	5.3	5.3		18099	18099
UMS2003	0.175	0.175		597.625	597.625
desktop laser	1	1		3415	3415
workstations	0.7	2.1		974	2922
racks from NW3C	2	: 6		6830	20490
		34.555			111085
UPS		36kW	(25kVA)		11800
lights 3 watts	per sq ft	1248W			4243
people	, .			?	?
Totals					127128 <b>10.594</b> tons

### **HVAC**

#### 15 Ton:

One (1) Liebert Model DH199A-CAEI, 208 Volts, 60Hz, 3 Phase Deluxe System/3
Environmental Control System: Nominal 15 ton Air Cooled Down flow System, MBH at 72°F, 50% RH

# One (1) 95°F Ambient Fan Speed Control Condenser Model DCDF205-Y, 208/230 Volts, 60Hz, 3 Phases

Includes Factory Wired Condenser Disconnect Switch

#### **System Accessories:**

- Advanced Microprocessor-Based Temperature and Humidity Controls
- Display Language is English
- Audible and Visual Alarms
- 3.0 HP Fan Motor
- Electric Reheat
- Infrared Humidifier
- Locking Disconnect Switch
- 4" 20% Filter Package
- 12" High Floor stand
- Turning Vanes
- Qty-2 LT300 Point Leak Detection Sensor
- Services Include:
  - One year Parts only warranty

#### 10 Ton:

One (1) Liebert Model DH125A-CAEI, 208 Volts, 60Hz, 3 Phase Deluxe System/3
Environmental Control System: Nominal 10 ton Air Cooled Down flow System, MBH at 72°F, 50% RH

# One (1) 95°F Ambient Fan Speed Control Condenser Model DCDF205-Y, 208/230 Volts, 60Hz, 3 Phases

Includes Factory Wired Condenser Disconnect Switch

#### **System Accessories:**

- Advanced Microprocessor-Based Temperature and Humidity Controls
- Display Language is English
- Audible and Visual Alarms
- 3.0 HP Fan Motor
- Electric Reheat
- Infrared Humidifier
- Locking Disconnect Switch
- 4" 20% Filter Package
- 12" High Floor stand
- Turning Vanes
- Qty-2 LT300 Point Leak Detection Sensor
- Services Include:
  - · One year Parts only warranty

# **UPS**

Powerware 9390-80 40 kVA, On Line UPS, 40kVA/36kW. 208V in/out. Includes 3 breaker bypass sidecar cabinet. Double Conversion Topology, Unit efficiency up to 94%, Unit output rating @ 0.9 Power Factor, Input current distortion < 4.5%, Patented ABM Technology, Patented HotSync parallel firmware control, Scalable Architecture, Parallel Redundancy and Capacity capable, Variable DC bus for optimizing battery runtime options. Start-up: PLUS One year on-site parts & labor coverage (7x24),</p>

UPS Cabinet Dimensions: 18.9"W x 31.6"D x 73.7"H

UPS Cabinet Weight:

640 lbs.

Battery Cabinet System, (1) IBC-L Integrated Battery Cabinet, 480 VDC. Back-up time
@ 0.9pf (40 kVA/36kW) 59 minutes

Battery Cabinet Dimensions:

42.7"W x 31.6"D x 73.7"H

# **Summary Cost Sheet**

# Cost Sheet Form

This cost sheet is reflective of all totals.

HVAC TOTAL	#70,230
UPS TOTAL	\$ 65, 220
Maintenance	# 4,920
Delivery / Installation	\$ 75,698
Hardware Components and	
cables	\$ 13,500
Consumable Supplies	
Documentation	#, 455
Training	# 880
Other (must itemize):	
<u> </u>	



William E. Yoke, Jr. AlA



POST OFFICE BOX1484 CLARKSBURG, W.V. 26301 205 WASHINGTON AVE. (304) 624-6326 FAX: (304) 623-9858 EMAIL wyk@wykarchitects.com October 9, 2007

Kirk Rector WV State Auditor's Office 1900 Kanawha Boulevard, East Capitol Complex, Building 1, Suite W-100 Charleston, WV 25305

Re: Data Center for Northern WV Field Office

Dear Kirk:

In accordance with CMA Engineering's Revised Report of October 2, 2007, we have reviewed the structural capabilities of the existing building in regard to the placement of the emergency generator and the remote condensing units for the Liebert HVAC equipment.

The report provides detailed information on the required footprint size of the generator and its service clearance requirements. There is no place on the roofs of the existing building that will provide the area needed, and the existing structure will not accommodate the weight loads, operating vibration or start up movement. In addition, access for fueling and service is not feasible. As noted, in the report, the most logical locations for the generator are a structural platform constructed in the alley behind the building, or on grade on the adjoining property. Clearly, the on-grade location is preferable. I spoke to the City Manager regarding the ultimate use of the property, and he advised that the City would like to lease or purchase it for use as a parking lot and green space. I explained the need for and size requirements for the generator. We will follow up on this as the building comes down and the use of the site is determined.

Paragraph 4f. on the last page of the report requests confirmation that the roof structure will accommodate the loads from the remote condensing units for the Data Center HVAC equipment. We reviewed two potential locations for these condensing units – a low roof off of the third floor, and higher roof above the third floor. There is some abandoned equipment on the lower roof that should be removed, and in either case the units will need to be set on curbs or blocking to keep them level and get them up off of the roof surface. The existing structure of either roof will accept the weight of the units.

Please contact me if you have any questions or if we need to provide any additional information.

Sincerely,

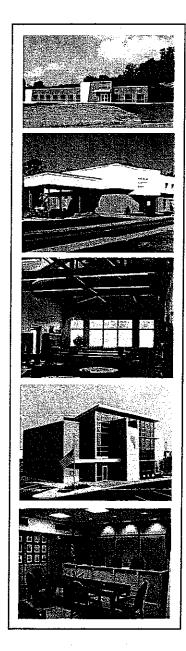
WYK Associates, Inc.

William E. Yoke J

Copy: CMA Engineering, Inc.



William E. Yoke, Jr. AlA



POST OFFICE BOX1484 CLARKSBURG, W.V. 26301 205 WASHINGTON AVE. (304) 624-6326 FAX: (304) 623-9858 EMAIL wyk@wykarchitects.com September 27, 2007

Kirk Rector WV State Auditor's Office 1900 Kanawha Boulevard, East Capitol Complex, Building 1, Suite W-100 Charleston, WV 25305

Re: Data Center for Northern WV Field Office

Dear Kirk:

Please find attached the revised report from CMA Engineering evaluating the equipment and electrical service for the proposed upgrade of the data center in Clarksburg. The revised report reflects additional information gathered from your office, Tim Sharpe of William R. Sharpe Electric and Penny Baldwin of Allegheny Power Co. As the report indicates, and, as we have discussed, there are still some outstanding issues in regard to the location of the emergency generator and power company access to transformers and electrical service entrances at both 200 W. Main Street and the adjoining building on 2<sup>nd</sup> Street.

We believe the report meets the requirements for Phase 1 of our scope of work. We are prepared to answer any additional questions that you may have, and will continue to seek answers from the various parties regarding the options for placing the generator and the required modifications to the electrical service. We are available to meet at the site to confirm any additional requirements for the installation of the equipment, location of the generator or the service upgrade.

Please contact me if you have any questions or if we need to provide any additional information.

Sincerely,

WYK Associates, Inc.

William E. Yoke Jr., AIA

Copy: CMA Engineering, Inc.



October 2, 2007

Mr. Bill Yoke, A.I.A. WYK Associates, Inc. 205 Washington Avenue Clarksburg, WV 26301

Subject:

WVSAO Clarksburg Data Center Review

Phase 1 & Phase 2 Scope of Work

**Revised** 

Dear Mr. Yoke,

This letter is a revision of our earlier summary. The earlier report was based on the understanding that both of the new HVAC units would be required to operate together on emergency power. Afterward, it was clarified that the smaller (10-ton) HVAC unit would only be in operation when the larger (15-ton) unit was not available. Therefore another generator loading simulation was made without the need to serve the smaller HVAC unit. The following is our revised summary based on this corrected information.

CMA Engineering Inc. (CMA) has completed their review of the HVAC and Electrical Equipment List in comparison with the New Data Center Layout and Equipment List as furnished by the Owner. We have the following observations to note for the Owner:

**HVAC** Equipment:

The proposed two Liebert Units and their associated remote condensing units 1. specified appear to meet the heating and cooling loads as scheduled by the Owner for this new space layout. One item we would recommend be added to this specification would be cylinder unloaders and associated controls for each compressor on each of the two units (to allow the machines to have some step control to match the space cooling load requirements). Liebert's "Site Scan" controls systems are recommended for each unit. This feature will allow a systematic stepping of startups for individual components to minimize engine/generator set size due to startup surges. It is understood that only one of the two HVAC units will be in operation at any time and that, typically, the larger (15-ton) unit will be serving the center. The smaller (10-ton) unit will operate only when the larger unit is unavailable due to maintenance or other reasons. Therefore, provisions must be made, either with the HVAC controls systems (Liebert's "Site Scan" or equivalent) or by other means to ensure that both units are not operated together when emergency power is in service supplied by the engine / generator set.

Charleston

824 Cross Lanes Drive Charleston, West Virginia 25313 (304) 343-0316 tel (304) 343-5146 fax Morgantown 5 Riddle Court Morgantown, West Virginia 26505 (304) 598-2558 tel (304) 598-2472 fax



**UPS** Equipment:

2. The 36 KW / 40 KVA uninterruptible power service (UPS) seems adequately sized to handle the loads indicated (34.6 KW). A 12-pulse rectifier-switching circuit or equivalent enhanced controls in the rectifier section are also recommended to reduce generator alternator size.

**Emergency Generator Equipment:** 

- After running a number of simulations of the existing and new equipment to be served by this system we feel this engine / generator set may be sized from a minimum of 150 KW (to cover only proposed loads for the data center) and could require a sizing of up to 230 KW (if additional building loads are required per the existing building distribution system reviewed) and provided with the following options to allow a staggered start of associated equipment through the ATS and other associated controls:
  - a. Liebert's "Site Scan" controls systems are recommended for each Liebert HVAC unit (as detailed in Item #1 above).
  - b. A general service upgrade consisting of a 1,200 amp main distribution panel and an 800-amp automatic transfer switch that would serve the existing 600 amp panelboard plus a new 800-amp emergency distribution panel. Ground-fault interruption (GFI) protection will not be required for the emergency power panelboard. The new emergency distribution panel would serve all of the needs of the new data center including the two (2) new HVAC units, the UPS and the existing 100 amp panel "A". As stated before, provisions will have to be made by the HVAC controls systems (or by other means) to ensure that both units are not started when running on emergency power.

Automatic Transfer Switch (ATS) Equipment:

4. This ATS must be changed to suit the revised sizing of equipment noted in item 3 above to be at least 800-amp capacity, rated for exterior applications (NEMA 3R rating).

See the attached riser diagram of the proposed service upgrade and new equipment.

In addition to reviewing this proposed HVAC and Electrical equipment versus the data center equipment list we wish to note the following major concerns which we feel must be addressed during a design effort to allow this project to be completed successfully. This design effort is outside the scope of our services, but we feel it is critical for us to note these issues to the Owner in order to ensure there are no design assumptions made. We feel a complete engineering design with detailed construction documents should be completed prior to ordering this equipment to ensure all of the proposed equipment and systems will adequately fit in the tight confines of the existing alley and lower level electrical entrance space.



1. The existing building that houses the new Data Center has two electrical entrances. The electrical entrance which must be upgraded to serve the new emergency generator, ATS, associated emergency loads, and the existing 600-amp, 120/208-volt, 3-phase service presently feeds into the basement area through a power company current transformer box and into the existing 600 amp service panelboard. We feel this service must be changed out to approximately a 1,200-amp (maximum) service with a new 1,200-amp panelboard and then to back-feed the existing 600 amp service in the basement. There is currently no location that we can foresee in the basement which will allow this installation which only leaves an exterior installation for the panelboard, ATS, CT cabinet, etc. This will require exterior rated equipment which has not been specified at this point.

2. The only location we can possibly foresee which will work for installation of the new emergency engine/generator set is outside the building on grade in the alley. However, this may even prove unacceptable. The alley is reported to be only 9 feet, 9 inches wide. If the equipment could be located there, then some security measures to isolate this equipment from the public are also required to still provide emergency egress from the adjacent buildings if

required by the Local Fire Department.

The exterior location of this emergency engine/generator set will require a 3. screened enclosure and the required air flow clearances per the manufacturer's recommendations to allow proper heat transfer and maintenance. A sound attenuated enclosure may also be needed to reduce noise to the data center and to the adjacent properties. Rough sizing of a 230KW engine / generator set with a weatherproof enclosure and a 336 gallon fuel tank (for 18 hours of operation) is 40 inches wide by 106 inches high by 105 inches long and requires 36 inches clear space on each side and 36 inches clear space on each end for maintenance access. If a sound-attenuated enclosure is required, then the length increases to 142 inches. The other dimensions stay the same. Rough sizing of a 150 KW engine / generator set is the same as for the 230 KW set. Height of the equipment varies depending on storage size, typically 106 inches or slightly taller. The 36 inch clearance for maintenance access remains the same. The manufacturer's minimum maintenance and operational clearances must be maintained on all sides for service / repair access and for proper airflow. This equates to a total footprint, including maintenance access (for door swings) of 177 inches by 112 inches for either the 150 KW or the 230 KW sets. The footprint grows to 214 inches by 112 inches for both sets, if sound-attenuation is required. Review of these actual dimensions for operation and maintenance must be completed prior to ordering material for this installation. This smaller range of equipment with a width footprint of 112 inches (9 feet, 4 inches) may make location of this equipment in the alley (at 9 feet, 9 inches wide) a possibility. However, there would be no fire escape / egress access through that area and the equipment may have to be installed on an elevated structural platform to allow maintenance access to the



pad-mounted transformers also located in that alley. In conversations with the end user of the facility, it has been learned that it may be possible to locate the emergency engine / generator set on adjacent property that is being cleared for a parking lot. However, this will need to be further reviewed during preparation of construction documents.

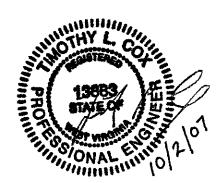
- 4. We would also recommend the following general space construction modifications:
  - a. Clean and seal the under-floor area of the clean room (below the raised floor which will be used as a supply plenum for the new HVAC units).
  - b. Ensure that all of the cabling in this under-floor area is either in conduit or plenum rated.
  - c. Remove or seal off supply or return ducts from other HVAC systems now crossing over the new Data Center Space. Re-insulate any supply duct to ensure no condensation occurs above the ceiling.
  - d. Consider closing off and sealing the walls to bottom of the floor structure above the new Data Center to prevent air from other areas of the building from entering this space. This also will help for any potential security concerns of this space.
  - e. Provide fire alarm system detection for the under-floor area and above ceiling area for the new Data Center and connect to the building fire alarm system since the space is not currently served by a fire sprinkler system.
  - f. Verify existing structure capabilities to locate the new remote condensing units on the roof. Routing of the new refrigerant piping and power to these units must be done through chases which are sealed off to meet the required fire rating separation in the facility.
  - g. Provide new condensate drain piping and routing to adequate floor drains in the facility to serve the new Data Center HVAC units.
  - h. We also would recommend some form of under-floor moisture sensor and an alarm to prevent potential damage due to piping leaks or condensation build up since this space is also used as a wiring path.

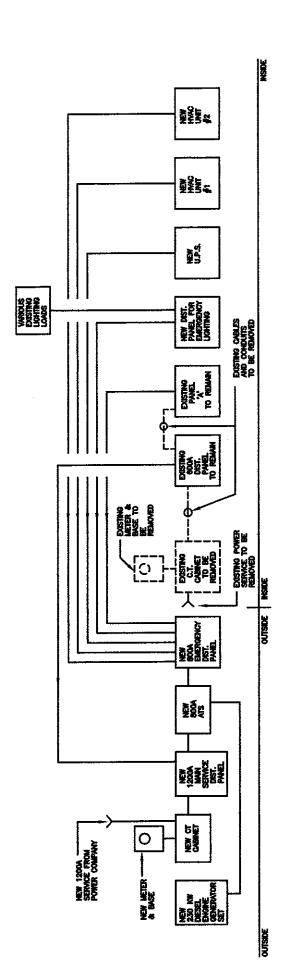
Please feel free to contact me at your convenience if you have any questions or concerns with this information.

Sincerely, CMA Engineering, Inc.

Timothy L. Cox, P.E. President TLC

Cc: Dan Ellars, P.E.





ELECTRICAL RISER

## STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

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 owed 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 exceed 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: 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 are in compliance with the requirements as stated.

Vendor's Name:		_
Authorized Signature:	Date:	_

Purchasing Affidavit (Revised 06/15/07)

# **SCOPE OF WORK**

# WV STATE AUDITOR'S OFFICE – CLARKSBURG, WV COMPUTER ROOM HVAC AND UPS PROJECT RFQ # AUD083280

Furnish labor, materials and equipment to install Qty. of (3) down-flow computer room environmental control systems including; Qty. of (1) 10 ton unit as specified and Qty. of (2) 8 ton units. Including all hardware to successfully install the environmental control systems, i.e., cables, low-voltage wiring, connectors, plugs, etc. (reference Attachment A).

Note: Electrical power supply to HVAC units to be furnished by others, per Item 2, Page 14.

- Furnish complete labor and equipment to include crane service, rigging, haulage and disposal as required for select demolition of abandoned satellite dish to enable installation of new condenser units on lower roof as defined in Item 6, Page 14.
- > Furnish complete labor, materials and equipment to install Qty. of (3) air-cooled remote condensers (sized as specified).

Note: Electrical power supply to condenser units to be furnished by others, per Item 2, Page 14.

- Furnish and install complete refrigerant piping, valves and fittings to include insulation of suction line, roof penetration, pitch pocket, for refrigerant piping and furnishing nitrogen line purge, vacuum/leak test and refrigerant charge (as required).
- Furnish and install complete DDC control system to stage and sequence the (3) computer room HVAC systems as specified to provide cooling on a 24 hours per day, 365 days per year basis and contain a level of redundancy such that if one unit fails completely, the remaining units have the sequence and capacity to keep the room to the required specification, 70 Deg. F (+/- 2 Deg. F) and 50% R.H. (+/- 5%).
- > Furnish complete labor, materials and equipment to install new steam humidifiers to include; water make-up line, water filter, and drain line to convenience outlet.

Furnish and install UPS system as specified and including all hardware to successfully install the UPS, i.e., cables, low-voltage wiring, connectors, plugs, etc. (reference Attachment B).

Note: Electrical power supply to UPS to be furnished by others, per *Item* 2, *Page 14*.

> Furnish complete system start-up, testing, adjusting and balancing of computer room HVAC system(s) and DDC controls.

Note: To be furnished upon Owner furnished electrical power supply to computer room units and roof mounted condensers.

- Repair Parts Supply (Computer Room HVAC Equipment) Casto Technical Services is the licensed Manufacturer's Representative, Service Agency and full-service Parts Supplier for the Proposed Computer Room HVAC Equipment. Included within this proposal is a (1) One Year Comprehensive (Full-Service Parts and Labor) agreement for (7 x 24) emergency service and repair of the proposed computer room equipment and DDC control system with 4-hour on-site response.
- ➤ Repair Parts Supply (UPS System) Lynn Associates is the licensed Manufacturer's Representative, Service Agency and Parts Supplier for the Proposed UPS Equipment. Included within this proposal is a (1) One Year Comprehensive (Full-Service) agreement for (7 x 24) emergency service and repair of the proposed UPS equipment with 8-hour on-site response.
- ➤ Estimated timeframe for completed installation is 75 working days ARO, (After Receipt of Order).
- Casto Technical Services assumes that the worksite is free of asbestos or other environmental hazards. We reserve the right to suspend work immediately and terminate if we find environmental hazard problems. Asbestos testing and abatement, if required, shall be provided by others.
- ➤ Casto Technical Services assumes that normal work will be 7:00 a.m. to 5:00 p.m. Work beyond normal hours will be subject to the agreement of both parties.
- > Per the bid specifications and related attachments, Casto Technical Services is providing our bid based upon the building's reported structural integrity to enable easement, installation and equipment location.

- > Any architectural, engineering, or structural work related to this project is out-of-scope.
- > Customer References:

Customer	Point of Contact	Telephone Number
Beckley Newspaper, Beckley, WV	Mr. John Hart	(304) 255-4422
WV Employment Security, Capital Complex	Ms. Debbie Morgan	(304) 558-2634
FiberNet, Charleston, WV	Mr. Dale Pitsenbarger	(304) 720-5759
Camden Clark Hospital, Parkersburg, WV	Mr. Ivan Barker	(304) 424-2288

## Per Item 6, Page 14

- ➤ Casto Technical Services will provide 2<sup>nd</sup>- 3<sup>rd</sup> year (7 x 24) emergency service and repair of the proposed HVAC equipment at a monthly rate of \$445.00 or equal to \$5,340.00 per year.
- Casto Technical Services will provide 2<sup>nd</sup>- 3<sup>rd</sup> year (5 x 9) service and repair of the proposed HVAC equipment at a monthly rate of \$355.00 or equal to \$4,260.00 per year.
- Casto Technical Services will provide 2<sup>nd</sup>- 3<sup>rd</sup> year (7 x 24) service and repair of the proposed UPS equipment at an annual rate of \$302.00 equaling to \$3,624.00 per year.

#### PROPOSED ALTERNATE:

For consideration, a deduction of \$9,175 may be taken from the proposed total amount if the new condensing units can be installed on the ground and in the alley where the 2 existing electrical transformers are scheduled to be removed, replaced and relocated by Owner.

## Attachment A



Submittal for:

1/25/2008

Submittal by:

**Casto Technical Services** 

540 Leon Sullivan Way Charleston, WV 25301 304-346-0549 304-720-0948 - FAX 304-346-8920 mcmorgan@trane.com



Casto Technical Services
Marcia Morgan
540 Leon Sullivan Way
Charleston, WV 25301
304-346-0549 304-720-0948 - FAX 304-346-8920
mcmorgan@trane.com

Project:

Purchase Order #:

Sold To:

Ship To:

Company of the compan	Evaporator Sect	
	DAAD-1032	DA AIR COOLED DOWNFLOW 10 TON 3 PH 208-230 V
	Evap. Tag #:	
	Quantity:	1
	Voltage:	208
	Phase:	3
	Hertz:	60
Cabinet Data:		Downflow
	Configuration:	34.50
	Depth (inches):	
	Length (inches):	62.00
	Height (inches):	72.00
Entering Conditions:	Weight (lbs):	1,240.00
Entering Conditions.	Entering Air DB °F:	72.0
	Entering Air WB °F:	60.0
	Relative Humidity (%):	50.0
	Altitude:	0
Calculated Data		
Carculated Data	Air Out Dry Bulb:	50.9
	Air Out Wet Bulb:	50.4
Evaporator Coil:	T-4-1 C	110 400
	Total Capacity Btu:	118,400
	Sensible Capacity Btu:	102,600
	Face Area (sq. ft):	12.2
	Face Velocity	369
	Rows:	4
	Fins per inch:	12
	Fin Type:	Aluminum

<sup>\*</sup> Gross Coil Capacity unless otherwise indicated. Motor heat not deducted.

<b>Evaporator Blower:</b>			
	CFM:	4500	
	Motor Horsepower	3.00	
	Motor FLA:	8.4	
	Motor Quantity:	1	
	Blower Quantity:	1	
	Air Flow:	Standard	
Humidifier:			
Tumaner.	Type:	Steam Generator	
	Capacity in Lbs/hr:	30.0	
	kW:	10.2	
Compressor:			
Compressor:	Type:	Scroll	
	Number:	2	
	Refrigerant Type:	R-22	
	FLA:	17.3	
Reheat:			
Keneat.	Туре:	Electric	
	Capacity BTU/hr:	51,225	
	kW:	15.0	
Filters:			
THUIS.	Quantity:	3	
	Size (inches):	20X25X4	
	Efficiency (%):	30%	
Connection Sizes:			
Connection Sizes.	Liquid Line:	1/2	
	Hot Gas Line (inches):	1/2	
	Humidifier (inches):	1/4	
	Condensate (inches):	3/4	
Electrical Data:			
Electificai Data.	Unit FLA:	71.3	
	Unit MCA:	82.8	
	Unit MFS:	90	
Controls:			
Controls.	Data Alarm Processor I	Ĭ	
Accessories:			
1 OPT-38	ADDITIONAL CON	DENSATE PROBE	
1 OPT-123		SWITCH (TO 80 FLA)	
1 OPT-123 1 OPT-245-62		FURNING VANE 12-24"	
1 OF1-245-02	LEOOKSTAND W/	FORMING VAINE 12-24	

Remote Condenser	Model #: HE Tag #:	DARC-1132
	RE 1 ag #: Qty:	1
	Ambient:	95
	Altitude:	0
Electrical Section	FLA:	8.4
	MCA:	9.5
	MFS:	15
Heat Exchanger	REMOTE CONDENSER	11 TON 3 PH 230 V
	Voltage:	208
	Phase:	3
	Total CFM:	10,400
	RPM:	1075
Connection Sizes	Pipe Conn. Hot Gas:	1 1/8
	Pipe Conn. Liquid:	7/8
	Tipe Conn. Enquiu.	770
771 ( 175 (		
Electrical Data	Num Of Motors:	2
	Number Of Fans:	2
	HP	3/4
	Motor FLA:	4.2
Sound Data		
<del>2 3 1111 2 1111</del>	dBA Unit @ 5':	72.0
Dimonsions	·	,
<u>Dimensions</u>		
	Depth (inches):	62 1/4
	Length (inches):	48 1/4
	Height (inches):	43
<u>Weights</u>		
<del></del>		

Weight (lbs):

# **HE Accessories:**

OPT-120

UNIT MOUNTED DISCONNECT

300

#### **Standard Unit Features:** DATA AIRE SERIES DX AIR

Steam generator humidifier (30 lb/hr)

Electric heater

Belt driven motor with variable pitch drive

Compressor anti-short cycle timer

Crankcase heaters

Cross circuited A-frame coil

Data Alarm Processor II

Dual scroll compressor

Expansion valves with external equalizer

Filter dryers

Low pressure override timer

Adjustable (motor) slide base

Stainless steel drain pan

Manual reset high pressure control

30% efficient 4" filter

Rotolock valves

Sight-glass

	Evaporator Se	ection	
	DAAD-0832	DA AIR COOL	ED DOWNFLOW 8 TON 3 PH 208-230 V
	Evap. Tag #:		
	Quantity:	2	
	Voltage:	208	
	Phase:	3	
	Hertz:	60	
Cabinet Data:	Configuration:	Downflow	
	Depth (inches):	34.50	
	Length (inches):	62.00	
	Height (inches):	72.00	
	Weight (lbs):	1,225.00	
	weight (ibs):	1,223.00	
<b>Entering Conditions:</b>		<b>-2.</b>	
	Entering Air DB °F:	72.0	
	Entering Air WB °F:	60.0	
	Relative Humidity (%):	50.0	
	Altitude:	0	
Calculated Data		77 T 4	
	Air Out Dry Bulb:	51.4	
E 4 6 3	Air Out Wet Bulb:	50.6	
Evaporator Coil:	Total Capacity Btu:	93,200	
	Sensible Capacity Btu:	79,900	
		12.2	
	Face Area (sq. ft):		
	Face Velocity	295	
	Rows:	3	
	Fins per inch:	12	
	Fin Type:	Aluminum	
* Gross Coil Capacity unless otherwise	e indicated. Motor heat no	ot deducted.	
Evaporator Blower:			
	CFM:	3600	
	Motor Horsepower	2.00	
	Motor FLA:	6.0	•
	Motor Quantity:	1	
	Blower Quantity:	1	
	Air Flow:	Standard	
IIidifia			
<u>Humidifier:</u>	Туре:	Steam Generator	
	Capacity in Lbs/hr:	30.0	
	kW:	10.2	
Compressor:	is shirt that	· · · · · · · · · · · · · · · · · · ·	
- January Consult	Type:	Scroll	
	Number:	2	
	Refrigerant Type:	R-22	
	FLA:	13.5	
Reheat:			
	Type:	Electric	
	Capacity BTU/hr:	51,225	
	kW:	15.0	
Filters:			
	Quantity:	3	
	Size (inches):	20X25X4	
	Efficiency (%):	30%	
	• •		

Com	netion Cines			
Conn	nection Sizes:	Liquid Line:	1/2	
		Hot Gas Line (inches):	1/2	
		Humidifier (inches):	1/4	
		Condensate (inches):	3/4	
Elect	rical Data:			
		Unit FLA:	61.2	
		Unit MCA:	75.0	
		Unit MFS:	80	
Cont	rols:	Data Alarm Processor II		
Acces	ssories:			
2	OPT-38	ADDITIONAL CONDENS	ATE PROBE	
2	OPT-123	THRU-DOOR DISC SWITCH (TO 80 FLA)		
2	OPT-245-62	FLOORSTAND W/ TURNING VANE 12-24"		

Remote Condenser	Model #:	DARC-0932
	HE Tag #:	
	Qty:	2
	Ambient:	95
	Altitude:	0
Electrical Section	FLA:	4.2
	MCA:	5.3
	MFS:	15
Heat Exchanger		
Hour Daonanger	REMOTE CONDENSER	9 TON 3 PH 230 V
	Voltage:	208
	Phase:	3
	Total CFM:	4,800
	RPM:	1075
Connection Sizes		
***************************************	Pipe Conn. Hot Gas:	1 1/8
	Pipe Conn. Liquid:	7/8
Electrical Data		
	Num Of Motors:	1
	Number Of Fans:	1
	HP	3/4
	Motor FLA:	4.2
Sound Data		
	dBA Unit @ 5':	71.5
<b><u>Dimensions</u></b>		
	Depth (inches):	32 1/4
	Length (inches):	48 1/4
	Height (inches):	43
<u>Weights</u>	<u>-</u> , , ,	
<del></del>	Weight (lbs):	270

# **HE Accessories:**

OPT-120

UNIT MOUNTED DISCONNECT

#### **Standard Unit Features:** DATA AIRE SERIES DX AIR

Steam generator humidifier (30 lb/hr)

Electric heater

Belt driven motor with variable pitch drive

Compressor anti-short cycle timer

Crankcase heaters

Cross circuited A-frame coil

Data Alarm Processor II

Dual scroll compressor

Expansion valves with external equalizer

Filter dryers

Low pressure override timer

Adjustable (motor) slide base

Stainless steel drain pan

Manual reset high pressure control

30% efficient 4" filter

Rotolock valves

Sight-glass

## Powerware 9390 Executive Summary

Understanding the challenges today's executives face – system availability requirements, control infrastructure expenses, minimize operating costs to meet profit objectives – was key in the design and development of the Powerware 9390. Capitalizing on over 40 years of research and development excellence, industry experience, customer interviews and web surveys, this patented new product was designed to integrate all of Powerware's awarding-winning technology, software and service capabilities into a single module capable of supporting critical server, ISP, telecommunications or process control equipment from 40 - 160kVA.

#### POWER PERFORMANCE

The innovative design of the Powerware 9390 delivers the highest level of power protection by isolating supported equipment from the "raw", unprotected, utility. Combine this with the incredibly high system efficiency (94%), minimized input current distortion (<4.5%), and the extremely high input power factor (0.9) and the result is unmatched *Power Performance*.

The dollars and cents value of such performance is lower initial investment, lower installation cost and long-term operational expense is lower. Plus the Powerware 9390 does not effect the operation of existing facility equipment. That means no added expense to install additional expensive filters that reduce or minimize "harmonic" interference.

#### POWER DENSITY

The Powerware 9390 has the smallest footprint in the industry by over 40% and its transformerless design dramatically reduces equipment weight. The result is the highest *Power Density* available today. That means reduced shipping costs, reduced installation costs and reduced space requirements in a facility. The Powerware 9390 also requires only front access for servicing and allows for either top or bottom entry of power cables. The result is an incredibly small, light weight UPS system that can installed in a back corner or other out of the way location, not commanding valuable computer room real estate.

#### SCALABILITY

One of the most challenging aspects of purchasing equipment is determining whether investing in just what is needed is the most cost effective solution or sizing the equipment to meet potential growth requirements makes the most sense. Both have their benefits.

The upside to purchasing equipment that meets today's requirements is a smaller initial capital investment and the performance of the equipment is optimized, lower costs all around. The down side is having to reinvest and replace the system down the road, added expense to remove, reinstall and re-start.

If purchasing for future growth you don't have additional expense of purchasing and redeploying a new system down the road. However the operation of the equipment may cost more because the performance is not optimized.

The Powerware 9390 changes all that with its *Scalability*. The 9390 can be purchase to meet your protection needs today, and can be upgraded, in the field, to meet your needs tomorrow. Not only that, but the Powerware 9390, utilizing patented Powerware Hot Sync<sup>TM</sup> technology, field upgradeable, enabling the addition of system redundancy or additional capacity should the need arise. With the Powerware 9390 there is no penalty for purchasing what you need when you need it, there is just peace of mind knowing that when your needs change your infrastructure can change with you.

#### **BATTERY MANAGEMENT**

Powerware's extensive experience in the UPS industry has taught them that a UPS system is only as good as the batteries that support it and effective Battery Management extends the life of the batteries. The integral and critical nature of the battery system lead Powerware to the development of their patented Advanced Battery Management® that optimizes battery life as well and battery recharge time. This integrated technology:

- Performs system tests and monitors battery health that provide indications of potential problems
- Monitors battery temperature with optional temperature-compensated charging to extend battery life
- Powerware's patented three-stage charging that essentially doubles service life and optimizes recharge time, is a major component in the Powerware 9390
- Enables remote monitoring of the UPS and the battery system

An additional cost savings advantage of the Powerware 9390 battery system is its Variable Battery Bus. This allows battery times to be sized to exact requirements and enables the seamless increase or decease of battery support time as needed. There is no need to purchase more battery time than need or to be stuck with insufficient battery protection. The Powerware 9390 can also utilize a legacy battery system, if available, because of this feature, a significant cost savings.

#### SERVICEABILITY

The Serviceability of the Powerware 9390 is unmatched. With a modular design, should the 9390 require service, the repair time is less than 30 minutes. All the power modules as well as the fan tray are field replaceable. With fast and easy front access, no side or rear clearance is required, the unit can be installed and serviced in place.

#### WARRANTY

The Powerware 9390 comes with the following warranty.

- A one year limited factory warranty on parts and labor for the UPS
- One year of secure monitoring by Powerware experts
- A one year service protection plan that includes initial start-up of the UPS, a performance check and one year of battery replacement labor coverage
- A 3 year limited factory warranty on parts for the battery

The Powerware 9390 provides optimum performance, unmatched reliability and the most comprehensive warranty and service plans available.

#### **BILL OF MATERIALS:**

#### One (1) 60Hz, Powerware 9390-80/40 UPS

**Output Rating:** 

40kVA at .9pf (72kW) leading or lagging

120/208V 3-Phase 4-Wire + ground

UPS Input Voltage: **UPS Output Voltage:** 

120/208V 3-Phase 4-Wire + ground

#### Includes:

- One (1) Powerware 9390-80/40 Uninterruptible Power System for Reverse Transfer operation. Unit includes a three-breaker (BIB, MIS and MBP) Maintenance Bypass in a lineup and matching sidecar and the Communications Expansion Option to allow up to four X-Slot communications cards. CTO Number TB0411301123010. The UPS (including the 10"W sidecar) has dimensions of 28.9"W x 73.7"H x 31.6"D and weighs 790 lbs installed;
- The UPS if field-upgradeable to 50kVA, 60kVA and 80kVA via firmware modification;
- One (1) Powerware IBC-L (E50) Line-up and Match Battery Cabinet to provide sixtytwo (62) minutes of back-up time at 40kVA and 0.9pf (36kW). This is based upon a 432V DC bus voltage (216 cells, or thirty-six 12V batteries). Batteries carry a three-year full parts and a one-year replacement labor warranty by Eaton Powerware. Batteries have flame

retardant jackets and the battery cabinet has an integral 300A DC circuit breaker. The cabinet has overall dimensions of 42.7"W x 73.7"H x 31.6"D and weighs 4411 lbs installed. CTO Number TL0802E50111100;

- Patented Advanced Battery Management<sup>TM</sup> technology;
- Top or Bottom Cable Entry;
- Internal Static Wrap-around By-pass Switch;
- Video LCD Monitor Panel with Multilingual display;
- One (1) ConnectUPS-X Web/SNMP/xHub Ethernet communications card. This card is for customer monitoring via PowerVision software;
- One (1) Environmental Monitoring Probe for use with the ConnectUPS-X communication card;
- Power Management Software bundle;
- One Set of Operating, Communications, and Installation Manuals;
- Start up: 5x8, includes verification of installation, start-up testing, operator training and cutover. If more than one day or trip is required due to no fault of Powerware, additional charges will be invoiced. Start-up on a 7x24 basis is available as an upgrade.
- One-year Powerware Corrective Service Plan: 7x24. Twelve month warranty service
  including full coverage on UPS System parts, labor, and expenses with eight-hour on-site
  response. Three-year full Battery parts and one-year Battery labor and expenses. Warranty
  service includes active eReport Monitoring;
- Three-year Battery Labor Coverage from Eaton Powerware to match with the Battery Parts Warranty;
- **PowerTrust Warranty Services Upgrade.** Twelve month (months 1-12) warranty upgrade to include one 5x8 Preventive Maintenance visit on both the UPS and Battery Cabinet during warranty period, and eNotify;
- eNotify requires an Ethernet connection to the customer's LAN. An IP address and email account will be required for each system for set-up for Powerware Remote Monitoring. When connected, a second ConnectUPS-X card and Environmental Monitoring Probe will be provided and installed at no additional charge;

#### **Dimensions:**

UPS: 18.9"W x 73.7"H x 31.6"D, approx. 705 lbs shipping weight Side Car: 10"W x 73.7"H x 31.6"D, approx. 150 lbs shipping weight IBC-L: 42.7"W x 73.7"H x 31.6"D, approx. 2176 lbs shipping weight

Agency
REQ.P.O#AUD083280

#### **BID BOND**

	KNOW ALL MEN BY 1	THESE PRESENTS, Th	nat we, the undersigned,Ç	asto Tech	nical Serv	ices, Inc.
	of Charleston	, <u>WV</u>		_, as Princi	pal, and We	estern Surety Company
	of Sioux Falls	,SD	, a corporation o	rganized an	d existing u	nder the laws of the State of
	SD with its princi	ipal office in the City of	Sioux Falls	_, as Surety	y, are held a	and firmly bound unto the State
of Wes	t Virginia, as Obligee, in	the penal sum of <u>Five F</u>	Percent of Amount Bid	(\$	5%	) for the payment of which,
well an	d truly to be made, we jo	intly and severally bind	ourselves, our heirs, adm	ninistrators,	executors,	successors and assigns.
	The Condition of the al	bove obligation is such	that whereas the Principa	il has submi	itted to the F	Purchasing Section of the
•						r into a contract in writing for
RFQ#	AUD083280 Installat	ion of Computer Roc	om HVAC and UPS Pr	oject - WV	State Auc	litor's Office, Clarksburg,
WV - A	According to Plans and	d Specifications				
	NOW THEREFORE,					
agreem force ar	(a) If said bid shall be (b) If said bid shall be and shall furnish any othe ent created by the accep	accepted and the Prince er bonds and insurance of tance of said bid, then understood and agreed	required by the bid or pro this obligation shall be nu that the liability of the Su	oposal, and Il and void,	shall in all o otherwise th	n the bid or proposal attached other respects perform the nis obligation shall remain in full ms hereunder shall, in no event,
	The Surety, for the valu paired or affected by any otice of any such extensi	extension of the time w	ulates and agrees that the rithin which the Obligee m	e obligations ay accept s	s of said Su such bid, and	rety and its bond shall be in no d said Surety does hereby
	IN WITNESS WHEREC	)F, Principal and Surety	have hereunto set their l	hands and s	seals, and s	uch of them as are corporations
have ca	used their corporate sea	ls to be affixed hereunte	o and these presents to b	e signed by	their prope	r officers, this
30th	_day ofJanua	<u>iry</u> , <u>2008</u> .				Commence of the second
Principa	l Corporate Seat		<	Casto Tee		ne of Principal)
			(	<u></u>	Vice	President or President)  mprehensive Revices
· · .				·	/	(Title)
: Suratu f	Corporate Seal			Western S	Surety Con	npany
Surety C	corporate Sear					ne of Surety)
				By: +	2/1/2	1 Mcora
			Patricia A. Moye, W		Agent Atto	orney-in-Fact

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

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly J Wilkinson, Larry D Kerr, Allan L Mc Vey, Gregory T Gordon, Patricia A Fincke, Patricia A Moye, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2007.

NAME OF THE PARTY OF THE PARTY

WESTERN SURETY COMPANY

Paul & Bruffat, Senior Vice President

State of South Dakota County of Minnehaha ss

On this 2nd day of July, 2007, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012

D. KRELL

SEAL NOTARY PUBLIC SEAL

SOUTH DAKOTA SOUTH

Aleb Frell
D. Krell, Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30 the day of the seal of the said corporation this 30 the day of the seal of the said corporation this 30 the day of the seal of the said corporation this 30 the day of the seal of the seal of the said corporation this 30 the day of the seal of the



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

#### **Authorizing By-Law**

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.