



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  
**GSD096406**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**BROWN ELECTRIC CO., INC.  
 1100 CHARLES AVENUE  
 DONBAR, WV 25064**

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FIVE - HIGHWAYS  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/30/2008				

BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		\$1,497,500.00
<p><b>MAIN CAPITOL ELECTRICAL UPGRADE PROJECT</b></p> <p><b>REQUEST FOR QUOTATION (RFQ)</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE UPGRADE OF THE ELECTRICAL SYSTEM IN BUILDING 1 (MAIN CAPITOL BUILDING) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JANUARY 13, 2009 AT 10:00 AM IN THE FOOD COURT WHICH IS LOCATED IN THE BASEMENT OF BUILDING 1. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED ON BIDDING THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY, JANUARY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

RECEIVED

2009 FEB -5 PM 1:21

WV PURCHASING DIVISION

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

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**INSTRUCTIONS TO BIDDERS**

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



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<p>15, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED</p>						

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<p>IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED 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 WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(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.</p>						

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				<p>( ) 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.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF</p>		

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES 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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<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 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. 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</p>						

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... 1/28/2009 .....</p> <p>NO. 2 ..... 1/29/2009 .....</p> <p>NO. 3 ..... 2/3/2009 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... <i>[Signature]</i> ..... SIGNATURE</p> <p>..... BROWN ELECTRIC CO., INC. .... COMPANY</p> <p>..... 1/23/2009 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p>						

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<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 B 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:</p> <p>CONTRACTORS NAME: .... <i>BROWN ELECTRIC CO, INC</i> .....</p> <p>CONTRACTORS LICENSE NO.: <i>WV 003517</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF 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</p>						

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BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EFFECT:</p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p>REV. 1/2005</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="padding-left: 40px;"><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: KRISTA FERRELL-FILE 21</b></p> <p><b>REQ. NO.: GSD096406</b></p> <p><b>BID OPENING DATE: 01/29/2009</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**GSD096406**

PAGE  
**10**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FIVE - HIGHWAYS  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/30/2008				

BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-768-0426		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: BRIAN CHRISTIAN						
***** THIS IS THE END OF RFQ GSD096406 ***** TOTAL:						<u>1,497,500.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

STATE OF WEST VIRGINIA,

COUNTY OF KAWAWHA, TO-WIT:

I, D. SHAWN WHITNER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BROWN ELECTRIC CO., INC.; and,  
(Company Name)
- 2. I do hereby attest that BROWN ELECTRIC CO., INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

BROWN ELECTRIC CO., INC.  
(Company Name)

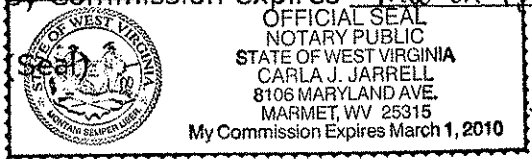
By: [Signature]

Title: PRESIDENT

Date: 2/5/2009

Taken, subscribed and sworn to before me this 5<sup>th</sup> day of February.

By Commission expires March 1, 2010



[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.**

**BID SHEET**

**Base bid includes:** all labor, materials, equipment, supplies, fees, travel expenses and associated costs to perform the entire three-phase project, as described herein.

Phase I \$ 587,126 .00

Phase II \$ 564,420 .00

Phase III \$ 345,954 .00

Your total bid for the work as described herein is: \$ 1,497,500 .00  
(Combined Phases I, II & III)

Single award will be made to the vendor with the lowest total bid; cost breakdown by Phase is for accounting/progress billing purposes only.

Contractor signature and date  \_\_\_\_\_

RFQ No. 6SD096406STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

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

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

Vendor's Name: BROWN ELECTRIC CO, INC.Authorized Signature: [Signature]Date: 1/23/2009

## Equipment List

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. This information does not replace the formal submittal process outlined in the General Hardware Specifications.

Equipment	Manufacturer	Model
Phase I		
Switchboard	GE	See Attachment
Transformer	GE	See Attachment
Busway	GE	See Attachment
Phase II		
Switchboard	GE	See Attachment
Transformer	GE	See Attachment
Busway	GE	See Attachment
Phase III		
Switchboard 1	GE	See Attachment
Switchboard 2	GE	" "
Busway	GE	" "
Interrupter Switches	GE	" "
Transformer	GE	See Attachment



**GE Consumer & Industrial**

Date : 2/3/2009

**Bill of Material**

**WV CAPITAL EAST WING**

Valued GE Customer

We are pleased to offer this proposal for your review. Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. Please do not hesitate to contact us with any questions or concerns you may have regarding the information contained herein.

**COMMENTS AND CLARIFICATIONS:**

Addendum(s): **Addendum 1,2 and 3**

1. Pricing is good for 30 Days
2. Bill of Material is based on the Electrical One-Line and GE's interpretation of the specs.
3. Any and all changes to this Bill of Material will require a price review.
4. Miscellaneous equipment not shown on the Electrical One-Line is NOT included with this Bill of Material.
5. Spare Parts are NOT included with this Bill of Material.
6. TVSS is GE Type Tranquell and is included with this Bill of Material.
7. One day of Start-up / Training is included with this Bill of Material.
8. Coordination Study is not included with this Bill of Material.

Proposal Revision:

Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. We are pleased to offer this proposal for your review. Please do not hesitate to contact us with any questions or concerns regarding the information contained herein.

**Item# Qty Description**

1 1 15kV Single LISW  
 (Copper-Silver Bus) Single 95kV BIL 600 Amps / 40kA Mom / 40kA  
 Fault Closing

**Selected Load Interrupter Switch Options**

- 1
- NEMA 1 Unit (Indoor)
  - Non UL Listing
  - Access to Both Front and Rear
  - (1) Full Vertical Barrier
  - (1) Horizontal Barrier
  - (1) Optional 60" Depth
  - (1) Ground Bus





## GE Consumer & Industrial

- (1) Non-Removable Handle

### Single Switch

- 1 600A Switch
  - Cable Transition to VPI Dry Type
  - Standard (XF - HV on Left)
- (1) Distribution Class Arrester Model #9L23FXX015XHS
- (1) Current Limiting Fuse Model #9F62DDD065
- (1) 1 Cables Size 500 kcmil Enter at Top w/o Loop to NEMA
  - Drill Only
  - Run Back Bus

### Miscellaneous

- (1) Standard Warranty: 12/18 Mo.
- (1) Transportation FOB Factory, Freight Allowed To West Virginia

- 2 1 Misc Items

### TRANSFORMER

- 11000 KVA Transformer 12,470-208Y
- See Below

- 3 1 Spectra Bolt-On AV2 Swb (108A)

- 3 Sections 3P4W/208/120/60
- 3000A SS (3000A Trip)
- Manually Operated Main
- 42 KAIC
- Incoming Feed: Top
- Feed to left
- Group Mounted Feeder (Panel): H:90" W:40" D:25"
- Group Mounted Feeder (Panel): H:90" W:40" D:25"
- Main: H:90" W:40" D:40"
- 1 Programmer (Power+) LIT1
- 1 Padlock PBII
- 11 225 Amp 3 Pole SFHA
- 14 400 Amp 3 Pole SGDA4
- 1 800 Amp 3 Pole SKHA8
- 3 50 Amp 3 Pole TEY
- 1 70 Amp 3 Pole TEY
- 12 100 Amp 3 Pole TEY
- 2 225 Amp 3 Pole SFLA SPACE
- 2 Mounting Hardware
- 1 Connections to GE Busway
- 1 Busway Conn. C.Heat Rated
- 45 Nameplate
- 2 Fully Rated CU Bus
- 3 CU Bus Heat Rated
- 1 TVSS HE 100/200kA 200kAIC
- 2 Full Height Bus Option
- 2 Hinged Wire Gutter Cover
- 1 Lifting Brackets
- 3 Current Transformer
- 1 PQMII Base (PQMII)

- 4 1 Spectra Busway (126S)

- 1 Run of Copper 3P4W FN 3000A Housing Ground with Joint-Guard Protection
- 20 Ft of Feeder Indoor
- 4 Each 90 Degree Elbow



**GE Consumer & Industrial**

- 1 Each Xfmr Throat (Std/Prolec/SEPS)
- 1 Each GE Switchboard Stub (GE SWB/SWG)
- 1 Wall Flange

**Item 2**

Qty	Description
1	1000/1333 KVA VPI Secondary Unit Substation
3 Phase 60 Hertz, 150/150 Degree C Rise, AA/FA 30 Average / 40 Maximum Ambient 5 Percent Impedance (Minimum) Phase relation Dyn1 3300 Feet Maximum Altitude 64 dB(a) Guaranteed Sound Level (AA) Eddy K-Factor: 1, Stray K-Factor: 1 Approximate Dimensions: Ht 90 in X Wd 90 in X Dp 60 in Approximate Total Weight: 6960 lbs	

**HIGH VOLTAGE 12470 Delta**

- 60 KV BIL
- Taps: +2 -2 2.5%
- Copper Conductor
- Tx to co-ordinate to Indoor GE LI Switch Cable Connected - HV

**LOW VOLTAGE 208Y/120**

- 10 KV BIL
- Copper Conductor
- Tx. Coordinated to GE Busway-120V-600V – Top or side entry into transformer enclosure

**ENCLOSURES**

- LV End Sheets
- Ground Cable
- Louvered Ventilation
- NEMA 1 (Indoor Ventilated)

**FINISH**

- ANSI 61 Paint

**MONITORING**

- Fans and Qualitrol 3-Phase Series 118 temperature monitor

**SHIPPING**

- Free Carrier - Origin - Freight Prepaid and Allowed

**TERMINATION**

- HV and LV Tin Plated Terminations



**WIRING/CAB**

Control Power 120 VAC  
Control Power Supplied By Customer

**OTHER**

Customer Drawings  
UL Listing

***GE Consumer & Industrial***



**FACTORY TESTS:**

Standard factory test procedures to be performed. Field- testing, customer inspections, customer witness tests and any other non-standard test procedures are not included unless specifically noted herein.

**WARRANTY:**

1. **Sales to Authorized GE Distributor:** 12 months from GE ship date, or for shipments from Distributors stock 12 months from Distributor ship date. But not exceeding 18 months from shipment by GE. **All other Sales:** 12 months from installation/resale or 18 months from shipment, whichever occurs first.
2. Additional 12 months available for 2% adder, 24 months for 4% adder.
3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. Contact GE Post Sales Service for Warranty assistance at (888) GE-RESOLVE.

For GE Zenith Controls and Power Quality product limited warranty, please refer to the following Limited Warranty riders:  
Automatic Transfer Switch (ATS): document # GETCPQ-ATS  
Transient Voltage Surge Suppression (TVSS): document # GETCPQ-TVSS

Paralleling Switchgear (PSG): document # GETCPQ-PSG  
Uninterruptible Power Supply (UPS): document # GETCPQ-UPS

**TERMS OF PAYMENT:**

100% Cash Net 30 days from date of shipment.

**POLICIES AND CONDITIONS OF SALE:**

1. **Sales to Authorized GE Distributor:** This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. **All other Sales:** Policies and Conditions of Sale shown on GETC 2003 (Consumer & Industrial products) (copy attached) except as specifically noted herein and **GE Zenith Controls/Power Quality products shown on GETCPQ.**
2. This quotation expires in 30 calendar days unless terminated sooner by notice.
3. Order must be released for manufacture w/in 90 days. If drawings are required they must be returned approved for release w/in 60 days of mailing. If not, and/or shipment is delayed for any reason, the price will increase 1.5% for each partial/full month that shipment is delayed after the 90-day period
4. Price(s) quoted are for estimated lead-times given; expedited schedule may require additional charges.

**ORDER CANCELLATION - SCHEDULE OF CHARGES:**

10% - Order received and entered on factory, work not started, material not ordered.  
30% - Drawings for approval submitted.  
60% - Approved drawings returned .Job release for manufacture and shipment.  
80% - Material accumulated and production started. 100% - Manufacturing completed.

**DELIVERY AND TRANSPORTATION:**

1. F.O.B Point of shipment. Title passes upon shipment.
2. F.O.B "Destination" is available for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as GE's common carrier's delivery point nearest first destination or point of export (more completely defined by the INCOTERM) within the continental U.S.
3. Unless otherwise noted in this quotation, FOB Point of Shipment, normal transportation and handling, is allowed on orders of \$1000 net or more to common-carrier point nearest destination within the Continental US (excluding Alaska and Hawaii). Freight and handling will be prepaid and billed on orders less than \$1000 net.



## GE Consumer & Industrial

4. Exception-GE Zenith ATS and UPS are not shipped freight allowed. Freight charges will be included on Invoice (3.0% of sale for ATS LTL Carrier Shipments-with minimum \$70.00 shipping charge on all ATS products).
5. Shipment via Air or Open -Top/Flatbed/Lift gate truck Not included unless specifically listed herein.
6. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department must be provided with copy of annotated BOL within 5(five) days of delivery or Shipper's responsibility ends.

### APPROVED NON STANDARD TERMS & CONDITIONS:

State :West Virginia

### SHIPMENT AND DRAWING SCHEDULE NOTE:

ESTIMATED DRAWING and SHIPMENT SCHEDULE(in weeks):

Drawings: 2 to 4 weeks + Customer Review: 3 days + Manufacturing (ARO): 8-12 =12 to 16 Total

The lead-times quoted are for Estimating Purposes Only. Actual drawing and shipping schedules will be based on factory load, receipt of order with complete technical information, and the date GE receives authorized release to manufacture.

The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness, and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Start-up Services and Training are not included unless specifically noted herein. Changes to scope will require a revised proposal.

The devices listed on this bill of material may have selective coordination over the long time, short time and instantaneous range. GE's selective capabilities are listed in publication DET-537. It is recommended that a qualified engineer be employed to determine selective coordination as required for the project and in accordance with applicable local codes and acceptable engineering practices. Selective coordination may require significant changes to the system design, equipment sizing and cost.

### ESTIMATED DRAWING AND SHIPMENT LEAD-TIMES:

Item(s):

If Straight Release = 8- 12 Weeks

Lead-times quoted are for estimating purposes only. Actual schedules may vary based on factory load, receipt of complete technical information required to proceed, and date we receive authorized release to manufacture. If these estimates do not meet your needs, GE offers a lead-time pre-negotiation process. Please ask your GE Account Manager for more details.

### COMMENTS AND CLARIFICATIONS:

This proposal is limited to the attached Bill of Material only. No additional products or services are included.

**PRODUCT TESTING:** GE Standard test procedures will be performed (details available upon request). Field-testing, customer inspections/witness tests and any other non-standard tests are not included unless specifically listed.

### WARRANTY:



## **GE Consumer & Industrial**

1. Sales to Authorized GE Distributor: 12 months from GE ship date, or for shipments from Distributors stock 12 months from Distributor ship date. But not exceeding 18 months from shipment by GE. All other Sales: 12 months from installation/resale or 18 months from shipment, whichever occurs first.
2. For details regarding extended warranty options please contact your GE Account Manager.
3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. GE is not responsible for expenses incurred by others unless specifically agreed to in writing in advance. Contact GE Post Sales Service for Warranty assistance at 1-888-GE-RESOLve (1-888-437-3765).

TERMS OF PAYMENT: 100% Cash Net 30 days from date of shipment.

### **POLICIES AND CONDITIONS OF SALE:**

1. Sales to Authorized GE Distributor: This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. All other Sales: Policies and Conditions of Sale shown on GETC 2003 (copy attached) apply except as specifically listed herein.
2. This quotation expires in 30 calendar days unless terminated sooner by notice.
3. The prices stated herein are firm provided:
  - A. The order is released, with complete engineering details for shipment within 90 calendar days from the date of order entry or at our earliest convenience thereafter; - OR -
  - B. If drawings for approval are required, the drawings must be returned and approved within 60 calendar days of the original mailing date released for manufacture. Such release must call for shipment within 90 days from the date of order or at our earliest convenience thereafter. Drawing re-submittals that are required for any reason other than to correct our errors will not extend the 60-day period.
4. In the event the conditions in paragraph 3 above are not fulfilled, &/or shipment is delayed for any reason not within our control, the price will increase 1.5% for each month or fraction thereof that shipment is delayed after the 90-day period from the date of order entry.
5. Price(s) quoted are for GE standard or estimated lead-times listed herein; expedited scheduling may require additional charges.

### **ORDER CANCELLATION - SCHEDULE OF CHARGES:**

- 10% - Order received and entered on factory, work not started, material not ordered.
- 30% - Engineering completed &/or drawings for approval submitted.
- 60% - Approved drawings returned. Job released for manufacture and shipment.
- 80% - Material accumulated and production started.
- 100% - Manufacturing completed.

### **TRANSPORTATION, DELIVERY AND RECEIVING:**

1. F.O.B. Point of Shipment, freight allowed to common-carrier delivery point nearest destination, or point of export within the continental U.S. (except Alaska). Title passes upon shipment. (Exception - GE-Fuji Drives and GE-Zenith PSG/ATS are NOT shipped freight allowed. Freight charges will be included on invoice.)
2. F.O.B. Destination, freight allowed to common-carrier delivery point nearest destination within the continental U.S. (except Alaska), or F.A.S. port of export available for 2% price adder, but not <\$500 net.
3. For orders below \$1,000 net a \$35 service charge will be added to the invoice.
4. Shipment via Air or Open-Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department (Contact 1-888-GE-RESOLve) must be provided with copy of annotated BOL within 5 (five) days of delivery or Shipper's responsibility ends.

**Lawrence, Steve**



**GE Consumer & Industrial**

Date : 2/3/2009

**Bill of Material**  
**MAIN CAPITAL BUILDING**

Valued GE Customer

We are pleased to offer this proposal for your review. Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. Please do not hesitate to contact us with any questions or concerns you may have regarding the information contained herein.

**COMMENTS AND CLARIFICATIONS:**

Addendum(s): **Addendum 1,2 and 3**

1. Pricing is good for 30 Days
2. Bill of Material is based on the Electrical One-Line and GE's interpretation of the specs.
3. Any and all changes to this Bill of Material will require a price review.
4. Miscellaneous equipment not shown on the Electrical One-Line is NOT included with this Bill of Material.
5. Spare Parts are NOT included with this Bill of Material.
6. TVSS is GE Type Tranquell and is included with this Bill of Material.
7. One day of Start-up / Training is included with this Bill of Material.
8. Coordination Study is not included with this Bill of Material.

Proposal Revision:

Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. We are pleased to offer this proposal for your review. Please do not hesitate to contact us with any questions or concerns regarding the information contained herein.

**Item# Qty Description**

- |   |   |  |
|---|---|--|
| 1 | 1 | Spectra Bolt-On AV2 Swb (108A)<br><b>MDP</b><br>3 Sections 3P4W/480/277/60 M<br>4000A SSD (4000A Trip)<br>Manually Operated Main<br>65 KAIC<br>Drawout Mounting<br>Incoming Feed: Top<br>Feed to left<br>Group Mounted Feeder (Panel): H:90" W:40" D:25" |
|---|---|--|



## GE Consumer & Industrial

- Group Mounted Feeder (Panel): H:90" W:40" D:25"  
Main: H:90" W:40" D:45"
- 1 Programmer LSI
  - 1 Padlock PBII
  - 1 70 Amp 3 Pole FBH6
  - 4 125 Amp 3 Pole SELA
  - 2 225 Amp 3 Pole SFLA
  - 3 600 Amp 3 Pole SGLA6
  - 4 800 Amp 3 Pole SKLA8
  - 1 Connections to GE Busway
  - 1 Busway Conn. C.Heat Rated
  - 15 Nameplate
  - 2 Fully Rated CU Bus
  - 3 CU Bus Heat Rated
  - 1 TVSS HE 100/200kA 200kAIC
  - 2 Full Height Bus Option
  - 2 Hinged Wire Gutter Cover
  - 1 Lifting Brackets
  - 1 MicroVersa Trip Portable TestSet-TVRMS2
  - 3 Current Transformer
  - 1 PQMII Base (PQMII)
- 2 1 Spectra Busway (126S)  
1 Run of Copper 3P4W FN 4000A Housing Ground with  
Joint-Guard Protection  
27 Ft of Feeder Indoor  
4 Each 90 Degree Elbow  
1 Each GE Switchboard Stub (GE SWB/SWG)  
1 Each Xfmr Throat (Std/Prolec/SEPS)  
1 Each Wall/Floor Flange
- 3 1 Misc Items  
**TRANSFORMER**  
1 2500 KVA Transformer  
See Below





**Item 3**

Qty	Description
1	2500/3333 KVA VPI Secondary Unit Substation
3 Phase 60 Hertz, 150/150 Degree C Rise, AA/FA 30 Average / 40 Maximum Ambient 5.75 Percent Impedance with +/- ANSI Standard Tolerance Phase relation Dyn1 3300 Feet Maximum Altitude 68 dB(a) Guaranteed Sound Level (AA) Eddy K-Factor: 1, Stray K-Factor: 1 Approximate Dimensions: Ht 102 in X Wd 126 in X Dp 66 in Approximate Total Weight: 12277 lbs	

**HIGH VOLTAGE 12470 Delta**

60 KV BIL  
Taps: +2 -2 2.5%  
Copper Conductor  
Air Terminal Chamber, non-barrier type (Add 18 To Width) - HV

**LOW VOLTAGE 480Y/277**

10 KV BIL  
Copper Conductor  
Tx coordinated to GE Indoor Busway-120V-600V – Top or side entry into transformer enclosure

**ENCLOSURES**

End Sheets  
Ground Cable  
Louvered Ventilation  
NEMA 1 (Indoor Ventilated)

**FINISH**

ANSI 61 Paint

**MONITORING**

Fans and Qualitrol 3-Phase Series 118 temperature monitor

**SHIPPING**

FOB Point of Shipment Freight Prepaid

**TERMINATION**

HV and LV Tin Plated Terminations

**WIRING/CAB**

Control Power 120 VAC  
Control Power Supplied By Customer

**OTHER**

Customer Drawings  
UL Listing



## GE Consumer & Industrial

### FACTORY TESTS:

Standard factory test procedures to be performed. Field- testing, customer inspections, customer witness tests and any other non-standard test procedures are not included unless specifically noted herein.

### WARRANTY:

1. **Sales to Authorized GE Distributor:** 12 months from GE ship date, or for shipments from Distributors stock 12 months from Distributor ship date. But not exceeding 18 months from shipment by GE. **All other Sales:** 12 months from installation/resale or 18 months from shipment, whichever occurs first.
2. Additional 12 months available for 2% adder, 24 months for 4% adder.
3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. Contact GE Post Sales Service for Warranty assistance at (888) GE-RESOLve.

For GE Zenith Controls and Power Quality product limited warranty, please refer to the following Limited Warranty riders:  
Automatic Transfer Switch (ATS): document # GETCPQ-ATS  
Transient Voltage Surge Suppression (TVSS): document # GETCPQ-TVSS

Paralleling Switchgear (PSG): document # GETCPQ-PSG  
Uninterruptible Power Supply (UPS): document # GETCPQ-UPS

### TERMS OF PAYMENT:

100% Cash Net 30 days from date of shipment.

### POLICIES AND CONDITIONS OF SALE:

1. **Sales to Authorized GE Distributor:** This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. **All other Sales:** Policies and Conditions of Sale shown on GETC 2003 (Consumer & Industrial products) (copy attached) except as specifically noted herein and **GE Zenith Controls/Power Quality products shown on GETCPQ.**
2. This quotation expires in 30 calendar days unless terminated sooner by notice.
3. Order must be released for manufacture w/in 90 days. If drawings are required they must be returned approved for release w/in 60 days of mailing. If not, and/or shipment is delayed for any reason, the price will increase 1.5% for each partial/full month that shipment is delayed after the 90-day period
4. Price(s) quoted are for estimated lead-times given; expedited schedule may require additional charges.

### ORDER CANCELLATION - SCHEDULE OF CHARGES:

10% - Order received and entered on factory, work not started, material not ordered.  
30% - Drawings for approval submitted.  
60% - Approved drawings returned .Job release for manufacture and shipment.  
80% - Material accumulated and production started. 100% - Manufacturing completed.

### DELIVERY AND TRANSPORTATION:

1. F.O.B Point of shipment. Title passes upon shipment.
2. F.O.B "Destination" is available for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as GE's common carrier's delivery point nearest first destination or point of export (more completely defined by the INCOTERM) within the continental U.S.
3. Unless otherwise noted in this quotation, FOB Point of Shipment, normal transportation and handling, is allowed on orders of \$1000 net or more to common-carrier point nearest destination within the Continental US (excluding Alaska and Hawaii). Freight and handling will be prepaid and billed on orders less than \$1000 net.
4. Exception-GE Zenith ATS and UPS are not shipped freight allowed. Freight charges will be included on Invoice



**GE Consumer & Industrial**

(3.0% of sale for ATS LTL Carrier Shipments-with minimum \$70.00 shipping charge on all ATS products).

- 5. Shipment via Air or Open -Top/Flatbed/Lift gate truck Not included unless specifically listed herein.
- 6. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department must be provided with copy of annotated BOL within 5(five) days of delivery or Shipper's responsibility ends.

**APPROVED NON STANDARD TERMS & CONDITIONS:**

State :West Virginia

**SHIPMENT AND DRAWING SCHEDULE NOTE:**

ESTIMATED DRAWING and SHIPMENT SCHEDULE(in weeks):

Drawings:	+ Customer Review:	+ Manufacturing (ARO):	=	Total
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**COMMENTS AND CLARIFICATIONS:**

This Proposal is based on the following documents only:

Drawing(s):	Revision:	Date:
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Spec(s):	Revision:	Date:
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Addendum(s):

The lead-times quoted are for Estimating Purposes Only. Actual drawing and shipping schedules will be based on factory load, receipt of order with complete technical information, and the date GE receives authorized release to manufacture.

The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness, and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Start-up Services and Training are not included unless specifically noted herein. Changes to scope will require a revised proposal.

The devices listed on this bill of material may have selective coordination over the long time, short time and instantaneous range. GE's selective capabilities are listed in publication DET-537. It is recommended that a qualified engineer be employed to determine selective coordination as required for the project and in accordance with applicable local codes and acceptable engineering practices. Selective coordination may require significant changes to the system design, equipment sizing and cost.

**ESTIMATED DRAWING AND SHIPMENT LEAD-TIMES:**

Item(s):

If Straight Release = Weeks

Lead-times quoted are for estimating purposes only. Actual schedules may vary based on factory load, receipt of complete technical information required to proceed, and date we receive authorized release to manufacture. If these estimates do not meet your needs, GE offers a lead-time pre-negotiation process. Please ask your GE Account Manager for more details.

**COMMENTS AND CLARIFICATIONS:**



## **GE Consumer & Industrial**

This proposal is limited to the attached Bill of Material only. No additional products or services are included.

PRODUCT TESTING: GE Standard test procedures will be performed (details available upon request). Field-testing, customer inspections/witness tests and any other non-standard tests are not included unless specifically listed.

### **WARRANTY:**

1. Sales to Authorized GE Distributor: 12 months from GE ship date, or for shipments from Distributors stock 12 months from Distributor ship date. But not exceeding 18 months from shipment by GE. All other Sales: 12 months from installation/resale or 18 months from shipment, whichever occurs first.
2. For details regarding extended warranty options please contact your GE Account Manager.
3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. GE is not responsible for expenses incurred by others unless specifically agreed to in writing in advance. Contact GE Post Sales Service for Warranty assistance at 1-888-GE-RESOLVe (1-888-437-3765).

TERMS OF PAYMENT: 100% Cash Net 30 days from date of shipment.

### **POLICIES AND CONDITIONS OF SALE:**

1. Sales to Authorized GE Distributor: This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. All other Sales: Policies and Conditions of Sale shown on GETC 2003 (copy attached) apply except as specifically listed herein.
2. This quotation expires in 30 calendar days unless terminated sooner by notice.
3. The prices stated herein are firm provided:
  - A. The order is released, with complete engineering details for shipment within 90 calendar days from the date of order entry or at our earliest convenience thereafter; - OR -
  - B. If drawings for approval are required, the drawings must be returned and approved within 60 calendar days of the original mailing date released for manufacture. Such release must call for shipment within 90 days from the date of order or at our earliest convenience thereafter. Drawing re-submittals that are required for any reason other than to correct our errors will not extend the 60-day period.
4. In the event the conditions in paragraph 3 above are not fulfilled, &/or shipment is delayed for any reason not within our control, the price will increase 1.5% for each month or fraction thereof that shipment is delayed after the 90-day period from the date of order entry.
5. Price(s) quoted are for GE standard or estimated lead-times listed herein; expedited scheduling may require additional charges.

### **ORDER CANCELLATION - SCHEDULE OF CHARGES:**

- 10% - Order received and entered on factory, work not started, material not ordered.
- 30% - Engineering completed &/or drawings for approval submitted.
- 60% - Approved drawings returned. Job released for manufacture and shipment.
- 80% - Material accumulated and production started.
- 100% - Manufacturing completed.

### **TRANSPORTATION, DELIVERY AND RECEIVING:**

1. F.O.B. Point of Shipment, freight allowed to common-carrier delivery point nearest destination, or point of export within the continental U.S. (except Alaska). Title passes upon shipment. (Exception - GE-Fuji Drives and GE-Zenith PSG/ATS are NOT shipped freight allowed. Freight charges will be included on invoice.)
2. F.O.B. Destination, freight allowed to common-carrier delivery point nearest destination within the continental U.S. (except Alaska), or F.A.S. port of export available for 2% price adder, but not <\$500 net.
3. For orders below \$1,000 net a \$35 service charge will be added to the invoice.
4. Shipment via Air or Open-Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department (Contact 1-888-GE-RESOLVe) must be provided with copy of annotated BOL within 5 (five) days of delivery or Shipper's responsibility ends.

**Lawrence, Steve**



Date : 2/3/2009

Bill of Material

STATE CAPITAL WEST WING

Valued GE Customer

We are pleased to offer this proposal for your review. Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. Please do not hesitate to contact us with any questions or concerns you may have regarding the information contained herein.

COMMENTS AND CLARIFICATIONS:

Addendum(s): Addendum 1,2 and 3

1. Pricing is good for 30 Days
2. Bill of Material is based on the Electrical One-Line and GE's interpretation of the specs.
3. Any and all changes to this Bill of Material will require a price review.
4. Miscellaneous equipment not shown on the Electrical One-Line is NOT included with this Bill of Material.
5. Spare Parts are NOT included with this Bill of Material.
6. TVSS is GE Type Tranquell and is included with this Bill of Material.
7. One day of Start-up / Training is included with this Bill of Material.
8. Coordination Study is not included with this Bill of Material.

Proposal Revision:

Thank you for allowing GE Consumer and Industrial the opportunity to participate on this project. We are pleased to offer this proposal for your review. Please do not hesitate to contact us with any questions or concerns regarding the information contained herein.

Item#	Qty	Description	Inches
1	1	Spectra Bolt-On AV2 Swb (108A) DP#1 3 Sections 3P4W/208/120/60 D 1600A SS (1600A Trip) Manually Operated Main 42 KAIC Incoming Feed: Top Feed to right Main: H:90" W:30" D:30" Individual Mounted Feeder: H:90" W:30" D:30" Group Mounted Feeder (Panel): H:90" W:35" D:25"	



## GE Consumer & Industrial

- 1 Kirk Key Lock
  - 1 Programmer (Power+) LIT1
  - 12 225 Amp 3 Pole SFHA
  - 1 1600 Amp 3 Pole SS Indiv. Mtd.
  - 1 Kirk Key Lock
  - 6 100 Amp 3 Pole TEY
  - 1 Connections to GE Busway
  - 1 Busway Conn. C.Heat Rated
  - 20 Nameplate
  - 2 Fully Rated CU Bus
  - 3 CU Bus Heat Rated
  - 1 TVSS HE 100/200kA 200kAIC
  - 2 Full Height Bus Option
  - 1 Hinged Wire Gutter Cover
  - 1 Lifting Brackets
  - 3 Current Transformer
  - 1 PQMII Base (PQMII)
  - Miscellaneous Add-Ons:**
  - 3 M-T-M Design Per total sec.
- 2 1 Spectra Bolt-On AV2 Swb (108A)  
**DP#2**  
2 Sections 3P4W/208/120/60 D  
1600A SS (1600A Trip)  
Manually Operated Main  
42 KAIC Incoming Feed: Top  
Feed to left  
Group Mounted Feeder (Panel): H:90" W:40" D:25"  
Main: H:90" W:30" D:30"
- 1 Kirk Key Lock
  - 1 Programmer (Power+) LIT1
  - 1 Padlock PBII
  - 3 200 Amp 3 Pole SFHA
  - 1 150 Amp 3 Pole SFHA
  - 6 225 Amp 3 Pole SFHA
  - 3 400 Amp 3 Pole SGDA4
  - 2 100 Amp 3 Pole TEY
  - 1 250 Amp 3 Pole SFHA SPACE
  - 1 Connections to GE Busway
  - 1 Busway Conn. C.Heat Rated
  - 17 Nameplate
  - 1 Fully Rated CU Bus
  - 2 CU Bus Heat Rated
  - 1 TVSS HE 100/200kA 200kAIC
  - 1 Full Height Bus Option
  - 1 Hinged Wire Gutter Cover
  - 1 Lifting Brackets
  - 3 Current Transformer
  - 1 PQMII Base (PQMII)
  - Miscellaneous Add-Ons:**
  - 2 M-T-M Design Per total sec.
- 3 2 Spectra Busway (126S)  
2 Complete Identical Runs of Copper 3P4W FN 1600A Housing  
Ground with Joint-Guard Protection
- 16 Ft of Feeder Indoor
  - 4 Each 90 Degree Elbow
  - 1 Each Xfmr Throat (Std/Prolec/SEPS)



- 1 Each GE Switchboard Stub (GE SWB/SWG)
- 1 Each Wall/Floor Flange
  
- 5 2 Misc Items
  - TRANSFORMER**
  - 1 500/667 KVA Transformer
  - See Below
  
- 6 1 Panelboard, Type AQ (101)
  - LP**
  - Single Section Panel Top Feed Surface Mnt 42 Ckts
  - 3P4W 208Y/120V 10 KAIC
  
  - Height : 43.5" Width : 20" Depth : 5.75"
  - 200A 3 Pole TQD Main
  - 42 20A 1 Pole THQB
  - 1 Copper Bus Heat Rated
  - 1 Nameplates
  - 3 Ground-Box bonded TGL2
  - 1 AB43B Box
  - 1 AF43SN Front
  - 1 AQF3422ATX Interior AXB7
  
- 7 2 15kV Single LISW
  - (Copper-Silver Bus) Single 95kV BIL 600 Amps / 40kA Mom / 40kA Fault Closing
  - Selected Load Interrupter Switch Options**
  - 1
    - NEMA 1 Unit (Indoor)
    - Non UL Listing
    - Access to Both Front and Rear
    - (1) Full Vertical Barrier
    - (1) Horizontal Barrier
    - (1) Optional 60" Depth
    - (1) Ground Bus
    - (1) Non-Removable Handle
  - Single Switch**
  - 1 600A Switch
    - Cable Transition to VPI Dry Type
    - Standard (XF - HV on Left)
    - (1) Distribution Class Arrester Model #9L23FXX015XHS
    - (1) Current Limiting Fuse Model #9F62FDD125
    - (1) 1 Cables Size 500 kcmil Enter at Top w/o Loop to NEMA
    - Drill Only
    - Double Barrel Fuse Clips
    - Run Back Bus
  - Miscellaneous**
  - (1) Standard Warranty: 12/18 Mo.
  - (1) Transportation FOB Factory, Freight Allowed To West Virginia



**Item 5**

Qty	Description
2	500/667 KVA VPI Secondary Unit Substation
3 Phase 60 Hertz, 150/150 Degree C Rise, AA/FA 30 Average / 40 Maximum Ambient 5 Percent Impedance (Minimum) Phase relation Dyn1 3300 Feet Maximum Altitude 60 dB(a) Guaranteed Sound Level (AA) Eddy K-Factor: 1, Stray K-Factor: 1 Approximate Dimensions: Ht 90 in X Wd 78 in X Dp 54 in Approximate Total Weight: 5800 lbs	

**HIGH VOLTAGE 12470 Delta**

60 KV BIL  
Taps: +2 -2  
Copper Conductor  
Tx to co-ordinate to Indoor GE LI Switch Cable Connected - HV

**LOW VOLTAGE 208Y/120**

10 KV BIL  
Copper Conductor  
Air Terminal Chamber, non-barrier type (Add 18 To Width) - LV

**ENCLOSURES**

Ground Cable  
NEMA 1 (Indoor Ventilated)  
Louvered Ventilation

**FINISH**

ANSI 61 Paint

**MONITORING**

Control power by customer  
Fans and Qualitrol 3-Phase Series 118 temperature monitor

**SHIPPING**

FOB Point of Shipment Freight Prepaid

**TERMINATION**

HV and LV Terminations

**WIRING/CAB**

Control Power 120 VAC  
Control Power Supplied By Customer

**OTHER**

Customer Drawings  
UL Listing

**FACTORY TESTS:**

Standard factory test procedures to be performed. Field- testing, customer inspections, customer witness tests and any other





## GE Consumer & Industrial

non-standard test procedures are not included unless specifically noted herein.

### WARRANTY:

1. **Sales to Authorized GE Distributor:** 12 months from GE ship date, or for shipments from Distributors stock 12 months from Distributor ship date. But not exceeding 18 months from shipment by GE. **All other Sales:** 12 months from installation/resale or 18 months from shipment, whichever occurs first.
2. Additional 12 months available for 2% adder, 24 months for 4% adder.
3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. Contact GE Post Sales Service for Warranty assistance at (888) GE-RESOLVe.

For GE Zenith Controls and Power Quality product limited warranty, please refer to the following Limited Warranty riders:  
Automatic Transfer Switch (ATS): document # GETCPQ-ATS  
Transient Voltage Surge Supression (TVSS): document # GETCPQ-TVSS

Paralleling Switchgear (PSG): document # GETCPQ-PSG  
Uninterruptible Power Supply (UPS): document # GETCPQ-UPS

### TERMS OF PAYMENT:

100% Cash Net 30 days from date of shipment.

### POLICIES AND CONDITIONS OF SALE:

1. **Sales to Authorized GE Distributor:** This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. **All other Sales:** Policies and Conditions of Sale shown on **GETC 2003 (Consumer & Industrial products)** (copy attached) except as specifically noted herein and **GE Zenith Controls/Power Quality products shown on GETCPQ.**
2. This quotation expires in 30 calendar days unless terminated sooner by notice.
3. Order must be released for manufacture w/in 90 days. If drawings are required they must be returned approved for release w/in 60 days of mailing. If not, and/or shipment is delayed for any reason, the price will increase 1.5% for each partial/full month that shipment is delayed after the 90-day period
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30% - Drawings for approval submitted.  
60% - Approved drawings returned .Job release for manufacture and shipment.  
80% - Material accumulated and production started. 100% - Manufacturing completed.

### DELIVERY AND TRANSPORTATION:

1. F.O.B Point of shipment. Title passes upon shipment.
2. F.O.B "Destination" is available for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as GE's common carrier's delivery point nearest first destination or point of export (more completely defined by the INCOTERM) within the continental U.S.
3. Unless otherwise noted in this quotation, FOB Point of Shipment, normal transportation and handling, is allowed on orders of \$1000 net or more to common-carrier point nearest destination within the Continental US (excluding Alaska and Hawaii). Freight and handling will be prepaid and billed on orders less than \$1000 net.
4. Exception-GE Zenith ATS and UPS are not shipped freight allowed. Freight charges will be included on Invoice (3.0% of sale for ATS LTL Carrier Shipments-with minimum \$70.00 shipping charge on all ATS products).
5. Shipment via Air or Open -Top/Flatbed/Lift gate truck Not included unless specifically listed herein.
6. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed





## **GE Consumer & Industrial**

18 months from shipment, whichever occurs first.

2. For details regarding extended warranty options please contact your GE Account Manager.

3. Warranty covers Equipment Only, to be repaired or replaced at Manufacturer's discretion. GE is not responsible for expenses incurred by others unless specifically agreed to in writing in advance. Contact GE Post Sales Service for Warranty assistance at 1-888-GE-RESOLVe (1-888-437-3765).

TERMS OF PAYMENT: 100% Cash Net 30 days from date of shipment.

### **POLICIES AND CONDITIONS OF SALE:**

1. Sales to Authorized GE Distributor: This quotation is offered subject to the Apparatus Distributor Agreement between GE and Distributor. All other Sales: Policies and Conditions of Sale shown on GETC 2003 (copy attached) apply except as specifically listed herein.

2. This quotation expires in 30 calendar days unless terminated sooner by notice.

3. The prices stated herein are firm provided:

A. The order is released, with complete engineering details for shipment within 90 calendar days from the date of order entry or at our earliest convenience thereafter; - OR -

B. If drawings for approval are required, the drawings must be returned and approved within 60 calendar days of the original mailing date released for manufacture. Such release must call for shipment within 90 days from the date of order or at our earliest convenience thereafter. Drawing re-submittals that are required for any reason other than to correct our errors will not extend the 60-day period.

4. In the event the conditions in paragraph 3 above are not fulfilled, &/or shipment is delayed for any reason not within our control, the price will increase 1.5% for each month or fraction thereof that shipment is delayed after the 90-day period from the date of order entry.

5. Price(s) quoted are for GE standard or estimated lead-times listed herein; expedited scheduling may require additional charges.

### **ORDER CANCELLATION - SCHEDULE OF CHARGES:**

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30% - Engineering completed &/or drawings for approval submitted.

60% - Approved drawings returned. Job released for manufacture and shipment.

80% - Material accumulated and production started.

100% - Manufacturing completed.

### **TRANSPORTATION, DELIVERY AND RECEIVING:**

1. F.O.B. Point of Shipment, freight allowed to common-carrier delivery point nearest destination, or point of export within the continental U.S. (except Alaska). Title passes upon shipment. (Exception - GE-Fuji Drives and GE-Zenith PSG/ATS are NOT shipped freight allowed. Freight charges will be included on invoice.)

2. F.O.B. Destination, freight allowed to common-carrier delivery point nearest destination within the continental U.S. (except Alaska), or F.A.S. port of export available for 2% price adder, but not <\$500 net.

3. For orders below \$1,000 net a \$35 service charge will be added to the invoice.

4. Shipment via Air or Open-Top/Flatbed/Lift gate truck not included unless specifically listed herein.

5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. GE's Post Sales Service Department (Contact 1-888-GE-RESOLVe) must be provided with copy of annotated BOL within 5 (five) days of delivery or Shipper's responsibility ends.

**Lawrence, Steve**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Brown Electric Company, Inc.  
of Dunbar, WV, as Principal, and Travelers Casualty and Surety Company  
of America of Hartford, CT, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% ) 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  
Main Capitol Upgrade Project - According to Plans and Specifications

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  
5th day of February, 2009.

Principal Corporate Seal

Brown Electric Company, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

PRESIDENT  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

By [Signature]  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220367

Certificate No. 002730146

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moyer, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of December, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5<sup>th</sup> day of February, 2007.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.