

Request for Quotation

HEONUMBER ISCL0048 PAGE 1

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RRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

HICKMIN Electric Corp.

70/N. 3rd. St.

Sutton, WV 26601

DEPARTMENT OF ADMINISTRATION

IS&C - COMMUNICATIONS

1900 KANAWHA BLVD. E.

BUILDING 5, 10TH FLOOR

CHARLESTON, WV

25305 304-558-5472

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 tiability company, partnership, or person or entity submitting a bid for the same material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



Request for Quotation

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KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE
Hickmin Electric COIP.
701 N. 312 St.
50 Hon, WV 26601

DEPARTMENT OF ADMINISTRATION IS&C - COMMUNICATIONS 1900 KANAWHA BLVD. E. BUILDING 5, 10TH FLOOR CHARLESTON, . WV 25305 304-558-5472

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KRISTA FERRELL 304-558-2596

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HICKMIN ELECTRIC CORPI

70/ N. 31 St.

Suffon, WV 2660/

DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

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West Virginia office of Technology Request for Quotation (RFQ)

The West Virginia Purchasing Division for the agency WVOT requests quotes to supply and install a new Liebert Series 80kVA Liebert NX Three Phase Uninterruptible Power Supply, model 38SA081A0A00, (or Equal) with the following related hardware and specifications:

The system **must** include AC bypass voltage 208V (three-phase, three or four wire plus ground).

The system must include AC output voltage 208V (three phase, three or four wire plus ground).

The system **must** be equal to One (1) 80kVA Liebert NX Three Phase Uninterruptible Power Supply, model 38SA081A0A00, with the following features and characteristics:

The system must have input Voltage 208VAC (3 wire plus ground) and must have system Output Voltage 208/120VAC (three phase, three or four-wire plus ground) and must include the following features:

- Integrated Load Bus Sync TM
- Softscale technology allows future upgrades up to 120kVA
- IGBT pulse-width modulated (PWM) rectifier providing 0.99 input power factor and 4% reflected input current distortion (THD)
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- IGBT pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Single input, true on-line, double conversion
- Field Configurable for dual input (single module systems only)
- Internal manual bypass switch
- Withstand rating and UPS width: 65kAIC, UPS Module 25.5 inches wide
- Digital Signal Processing (DSP) control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Redundant Cooling Fans
- Local EPO with provision for Remote EPO
- Three (3) Intellislot Communication Ports
- IP 20 enclosure

- · Casters and leveling feet
- Meets ISTA 1B transportation requirements
- Meets FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778

The system **must** include 1 (One) IS-WEBLB: IntelliSlot Web Card LB. This interface card **must** deliver SNMP, Telnet and web-management capability for enhanced communications and control of Liebert UPS, Power Management or Precision Cooling systems. The card **must** manage a wide range of operating parameters, alarms and notifications, transmitting data over the network.

The system must include an External Battery System rated for 66 minutes at a 80kVA load and must have the following features:

Two (2) External Battery Cabinet(s) model number: 38BP120XWX1BNS or equal

- Battery Cabinets are shipped separately and include side panels.
- Battery interconnect cable kit type: Left Side of UPS
- Battery Cabinet cable kits include DC wiring as well as control interface wiring.

The system must include a Liebert Bypass Distribution Cabinet, model FXC12C6NNG6, or equal with the following features:

- 3-Breaker wrap-around maintenance bypass with interlock by solenoid key release unit (SKRU)
- Distribution, Width and Access Requirements: (2) 225A Breakers, 47in
 Wide, Front & Rear Access
- Casters and leveling feet

And shall include interconnecting cables for bolting the Bypass Distribution cabinet to the right side of the UPS

UPS System Start-up Services, **must** including the following; Start-up includes one site trip by a LGS customer engineer after the UPS has been installed. The site trip **must** include the following services for one UPS module: non-powered inspection UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Start-up also **must** include remedial onsite labor, parts, and travel for the full one-year warranty period. Startup **shall** be scheduled at the customers designated time.

ADDITIONAL SERVICES TO BE PROVIDED BY THE VENDOR

The vendor must describe any power interruptions necessary for the installation of this hardware. If it is found necessary for an additional power outage to

occur, the Data Center Manager must be notified at least two weeks before the occurrence. The vendor must submit a schedule of dates and times of interruptions in advance so that we can have adequate time to notify end-users.

The vendor **shall** be responsible for all necessary permits, licenses, and inspections as required.

The vendor shall be responsible for the maintenance and warranty for all hardware and labor by maintaining a 24/7 helpline for technical issues for the period of one year after installation. A live attendant shall be on site within 4 hours from a trouble call being placed.

The vendor shall provide training to designated State personnel (not to exceed 6 employees) on the operations of all hardware.

All installation shall be completed within 60 day after receiving of purchase order.

INSTALLATION ADDRESS

This System is to be installed at the Disaster Recovery Center located at 89 Richard D. Munnich Dr., Sutton WV.

HOURS OF WORK

The normal working hours for the Office of Technology are 7:30 AM to 5:00 PM, Monday through Friday. However, designated State holidays, weekends, and after hours schedules will be accommodated if given advance notice and permission by the Office of Technology.

PERSONNEL

The Vendor **shall** submit a proposed staffing plan including supervisory personnel to accomplish this work in the designated time frame.

EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor **must** be an Equal Opportunity Employer, and **shall** take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability, or political affiliation.

CONDUCT AND MANAGEMENT

While employed on this contract, all personnel will remain employees of the vendor. The vendor shall make this condition clearly known to his or her employees and shall be responsible for their conduct and management. The State of West Virginia shall not be considered a re-employer. If a vendor employee displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform the assignment, the Office of Technology may request a replacement employee from the vendor. The Vendor shall be solely responsible for conformity with all applicable health, safety and sanitation standards, laws and regulations at the State's facilities.

SMOKE FREE / DRUG FREE / ALCOHOL FREE

In keeping with the policies of the State of West Virginia, the Vendor must maintain a drug free / alcohol free work environment.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting this response, the vendor certifies that it does not and will not, during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

METHOD OF PAYMENT / COMPENSATION

After all work has been satisfactorily completed and accepted by the State of West Virginia as outlined in this contract, the vendor **shall** transmit an invoice for payment in the amount of the original purchase order. The vendor **shall** be responsible for all salaries, wages, and related costs. The vendor **will** be responsible for paying any and all insurance, taxes, overtime, holiday pay, and other unnamed payroll costs, which may arise. If the contractor has not completed the work within the prescribed time frame, the contractor **shall** be assessed liquidated damages until the work is completed. Liquidated damages **shall** comprise of a daily penalty of five (5) percent of the total contract award per day until the work is satisfactorily completed.

SUPPORT

The Office of Technology will have an employee available during all installation. Additionally, the Office of Technology will provide a list of contact and support personnel that will be available to the vendor.

By signing below, vendor certifies that all specifications will be followed, that vendor meets all criteria, and will adhere to the schedule if awarded the purchase order.

Total Cost Quote: Nin f	y four thousand pine hundred
dollars.	#94,900.00
Print Name	
Roch Stul	President
Signature/ Title	
Hickman &	Lectric Corporation
Vendors Name	
WVO	04241



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DEPARTMENT OF ADMINISTRATION IS&C - COMMUNICATIONS 1900 KANAWHA BLVD. E. BUILDING 5, 10TH FLOOR CHARLESTON, WV 25305 304-558-5472

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DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
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25305 304-558-5472

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Hickman Electric Corporation 701 N. 3rd. Street Sutton, WV 26601

Date: 1-20-2011

Buyer: Krista Ferrell-File 21

RFQ. No.: ISCL0048

Bid Opening Date: 01/20/2011

Bid Opening Time: 1:30 PM

To Whom It May Concern:

We are bidding an alternate equal to the Leibert series that was specified by the RFQ. The alternate equal that we are bidding is an APC/MGE. They assured us that their unit meets all the specs. We are enclosing a brochure and if considered for the job they will send us a complete set of submittals.

We have received Addendum No. 1 and Addendum No. 2.

Sincerely Yours,

Rodney I. Hickman

President

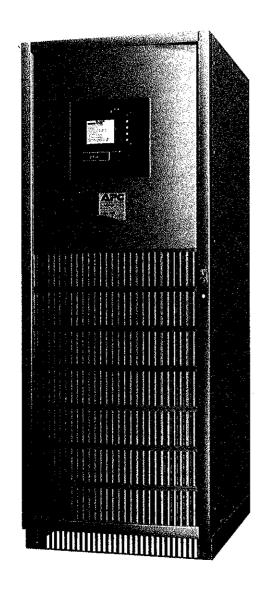
Hickman Electric Corp.

701 N. 3rd. Street

Sutton, WV 26601

MGE™ Galaxy™ 5000

Flexible Three Phase Power Protection





Performance Three Phase Power Protection with Adaptability to Meet the Unique requirements of Small to Medium Datacenters, Buildings and Facilities

- > Upgradeable power ranges
- > Internal maintenance bypass
- > Intuitive monitoring
- > Parallel Capable
- > Front access servicing

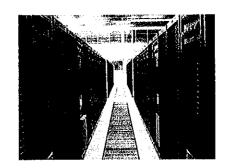


40 kVA to 130 kVA

High Power Availability

The MGE Galaxy 5000 has been designed for continuous operation

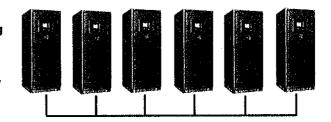
- > Fault tolerance with built-in 100% rated bypass static switch
- > Redundant components for greater reliability
- > High overload capacity to improve downstream discrimination
- > Extended Battery backup times available



Flexible and Upgradeable

The MGE Galaxy 5000 adapts to your changing needs

- > Expandable Power ranges
- > Parallel up to 6 modules for higher capacity or redundancy
- > Easy integration with networking and monitoring systems
- > A choice of backup times from 5 minutes to 8 hours
- > Compatible with inductive and leading power factor loads
- > Field Upgradeable from Single to Parallel



Low total cost of ownership

The MGE Galaxy 5000 helps to minimize your infrastructure costs

- > Small footprint
- > Power factor corrected input prevents the need for oversizing cables, circuit breakers and generator
- > Efficiency in on-line double conversion mode up to 93.5%





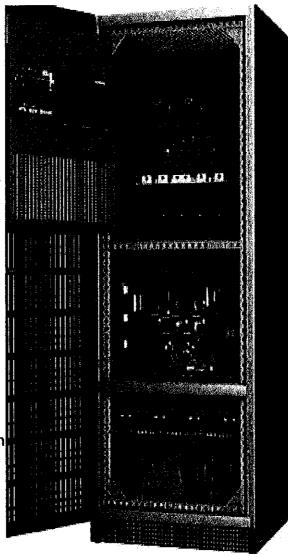
Features that make the difference

IGBT based technology for Power Quality

Supplies clean, stable power to sensitive loads ensuring critical power protection, optimum performance, and extended life

Parallel Operation

Connect as many as 6 units in parallel for capacity and redundancy to grow with your power requirements



Dual Input

Allows for connection to two separate input sources for increased availability

Redundant components

Back up for the Main Intelligence Module provides increased availability

Built-In Static and maintenance Bypass

Enables the UPS to transfer the load to utility power, without interruption, in the event of heavy overload or fault

Optional Auxiliary Gear

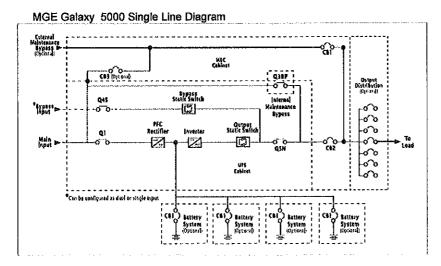
- > Input/Output transformers
 - 208V/220V/480V/600V
- > Wall Mount Battery Disconnect
- > Matching Battery Cabinets
 - Up to four (4) enclosures can be connected to the UPS for extended run times of up to 4 hours
- > Distribution
 - Panel board
 - Sub Feed Breakers

- > Matching External Maintenance Bypass
- > Parallel System Bypass Cabinets
- > Communication cards
 - RS232 / RS485 / Dry Contact
 - Network Management Card
- > Top Entry Cabinets
- > 65kAIC rating
- > Seismic Brackets
- > Remote Alarm Panel



Technical characteristics

Rated power (kVA/KW)	40/36	50/45	60/54	80/72	100/90	130/117		
Normal AC Input								
Input Voitage (V)	480V C	Core, 3 Wire	e + G (220V,	208V, 600V	w/ Aux Transfomei	r 4 Wire + G)		
Frequency				60Hz +/- 5%	6			
Power Factor				< 0.99				
Current Distortion (THDI)				< 5%				
Bypass AC input				ja ja Milia,				
Bypass Overload			10x nom	inal current	for 1 cycle			
Load Output								
Output Voltage	480V C	Core, 3 Wire	e + G (220V,	208V, 600V	w/ Aux Transfome	r 4 Wire + G)		
Frequency				60Hz				
Voltage Regulation		+/- 1.	0% balance	load , +/- 2.5	% unbalanced load			
Voltage Transient Response	4	+/- 5% for 1	00% step loa	ad, +/-1% for	loss or return of A	Cinput		
Voltage Recovery Time			Within 1%	of nominal v	vithin 1 cycle			
Voltage Distortion		<1%	L-L and L-N	for non-line	ar loads (<2% max)			
Inverter Overload	150% for 1 min, 125% for 10min							
Heat Rejection (BTU) @480V	9248	11560	13872	18496	19607	25489		
Overall efficiency								
Double conversion mode				Up to 94%				
Environmental								
Storage temperature			-20C to	+45C (-4F	to 113F)			
Operating temperature		UF	PS 0-40C (32	F to 104F),	Battery 25C(77F)			
Operating altitude				1000 m				
Dimensions and Weights		100						
Dimensions and weights	28" W	x 33.42" D	x 75" H (882	lbs)	28" W x 33.42" D	x 75" H (1146 lbs)		
Matching Maintenance Bypass			28" V	/ x 33.42" D	x 75" H			
Transformer Cabinet		,,., <u></u>	28" V	/ x 33.42" D	x 75" H			
Distribution Cabinet			42" V	/ x 33.42" D	x 75" H			
Top Entry Cabinet	1		14" V	/ x 33.42" D	x 75" H			
Battery Cabinet			26" V	V x 33.42" D	x 75" H			
Battery Cabinet			32" V	V x 33.42" D	x 75" H			
Battery Cabinet			48" V	V x 33.42" D	x 75" H			
Paratlel System Bypass Cabinet (480V Only)			28" or 42	2" W x 33.42	' D x 75" H			





Facility Planning Data Sheet Galaxy 5000 UPS 40 - 130 kVA (208V-208V / 480V-208V / 480V-480V)



		· i																			
9	Heat	Rejection		16,850	13,050	9,250	21,060	16,310	11,560	25,270	19,570	13,870	33,700	26,100	18,500	38,610	29,110	19,610	50,190	37,840	25,490
Mechanical Data	Floor	Leading	714/507	78	88	124	78	36	124	110	125	124	110	125	124	136	180	161	136	180	161
Mec	Average	Weight	SC.	1,110	1,415	882	1,110	1,415	882	1,565	1,785	882	1,565	1,785	882	1,944	2,565	1,146	1,844	2,565	1,146
	Typical	Dimensions	WXHXD	56x75x34	56x75x34	28x75x34	56x75x34	56x75x34	28x75x34	56x75x34	56x75x34	28x75x34	56x75x34	56x75x34	28x75x34	56x75x34	56x75x34	28x75x34	56x75x34	56x75x34	28x75x34
AC Output	Current @ Full Load		OCPD	150	150	70	175	175	80	225	225	8	300	300	125	350	350	150	450	450	200
AC C	Current (, (lax	111	111	48	138	138	09	166	166	22	222	222	88	277	277	120	098	380	156
ш		Current @	Nom. V	06	8	90	113	113	113	135	135	135	180	180	180	225	225	225	293	293	293
Battery System		Battery	KW	39	33	39	49	49	48	88	88	88	82	73	78	97	26	97	126	126	126
B		Nonina	SQ.	432	432	432	432	432	432	432	432	432	432	432	432	432	432	432	432	432	432
		Rec	0000	5/1	08	08	225	8	8	300	110	110	350	150	150	450	200	200	009	250	250
ut		Recommended	Input AWG	2/0 AWG	4 AWG	4 AWG	4/0 AWG	3 AWG	3 AWG	250 kcmil	2 AWG	2 AWG	400 kcmil	1/0 AWG	1/0 AWG	600 kcmil	3/0 AWG	3/0 AWG	1000 kcmil	4/0 AWG	4/0 AWG
UPS AC Input	i.i.		Wax	136	83	88	162	6	5	203	88	88	256	111	111	332	150	150	420	182	182
ΗÜ	Current		Output Felf Load	111	48	48	136	ß	ß	164	1.2	12	212	8	8	270	117	117	348	151	151
	Voltage		O fbrit	208	208	480	208	208	480	208	208	480	208	208	480	208	208	480	208	208	480
	۸٥		incul.	208	480	480	208	480	480	208	480	480	208	480	480	208	480	480	208	480	480
The second seconds of	UPS Rating		κw	8	æ	я	\$	\$	\$	ফ্র	22	22	22	22	22	8	8	8	117	117	117
	SHO		κVA	8	4	4	ଞ	ន	ଜ	8	8	8	8	8	8	901	5	5	130	133 5	130

Input current based on full rated output load.

Maximum (Max.) current is for duration of battery recharge.

Input and bypass cables must be run in separate conduits from output cables. Not more than

three conductors in raceway assumed; ambient temperature of 88F assumed.
4. If initial load is less than UPS' rated output, it is recommended that AC input, battery, and AC output wining and overcurrent protection be sized to UPS' full load rating to accommodate

possible future expansion.

5. Nominal battery voltage is shown at 2.0 volts/cell per NEC 487-2.

6. DC cables should be sized for a fortal maximum of less than 1% of CB rating.

7. OCPD = Overcurrent Protection Device. Recommended represents 125% of nominal full load. current (continuous) per NEC 215.

^{8.} Minimum-sized grounding conductors to be per NEC 250122. Parity-sized ground conductors are recommended. Neutral conductors to be sized for full capacty per NEC 310-15(b)(4). Wiring requirements;

AC input/Output: 3Ø, 3 or 4 wire + ground, depending on UPS configuration.
 See Installation Manual and submittal drawings for specific instructions.

DC Input: 2 wire (positive and negative) + ground

^{10.} All wring to be in accordance with all applicable national and/or local electrical codes.

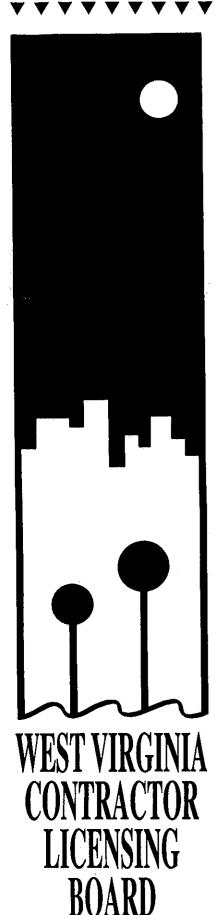
 Minimum access clearance per UPS drawings.
 Por po or bottom cable entry through removable access plates. Punch plates to suit conduit size, then replace.
 Control wiring and power wring must be run in separate conduit.
 Control wrining and power wrining must be run in separate conduit.
 Weights and dimensions shown do not include battery cabinet(s), distribution cabinet(s),

or other options.

15. Backup emergency generator must be properly sized for UPS application and equipped with an isochronous governor for frequency regulation, and a UPS-compatible voltage regulator for voltage stability.

16. if site configuration requires an external maintenance bypass, phase parity between UPS input and UPS bypass must be ensured. Consult MEE applications engineer.

A. Temperature rating of conductors: 90°C (194°F). Reference NEC Table 310-16, 75°C column, using copper conductors. 75°C (167°F) cable terminal conductors assumed.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV004241

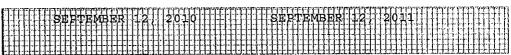
Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PLUMBING
RESIDENTIAL
SPECIALTY

HICKMAN ELECTRIC CORPORATION DBA HICKMAN ELECTRIC CORPORATION 701 N 3RD ST SUTTON, WV 26601-1231

Date Issued

Expiration Date



Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor Licensing Board

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



Agency	S & CL Communications
	D#ISCL0048

BID BOND

KI	NOW ALL MEN BY THESI					
of	Sutton		, as P	rincipal, and Old	Republic Su	rety Company
of	Milwaukee,	· · · · · · · · · · · · · · · · · · ·	, a corporation or	_	-	
WI	with its principal of					
of West Vir	ginia, as Obligee, in the pe	enal sum of Five Per	cent of Amount Bid	(\$	5%) (o	r the payment of which,
well and tru	ily to be made, we jointly a	and severally bind our	selves, our heirs, adm	inistrators, execu	ators, successo	rs and assigns.
TH	ne Condition of the above	obligation is such that	whereas the Principa	I has submitted to	o the Purchasin	ng Section of the
Departmen	t of Administration a certa	in bid or proposat, atta	ached hereto and mad	e a part hereof, t	o enter into a c	ontract in writing for
Provide a	and Install 1 New Powe	er Supply for Disast	er Recovery Center	, Sutton, WV		
		, , , , , , , , , , , , , , , , , , , ,				
-		 			***************************************	
N	OW THEREFORE,					
) If said bid shall be rejec	eled, or				
ίb) If said bid shall be acce	pted and the Principa	I shall enter into a con	tract in accordan	ce with the bid	or proposal attached
herelo and	shall furnish any other bo created by the acceptance	nds and insurance red	quired by the bid or pro	oposal, and shall	in all other responded	pects perform the
agreement	created by the acceptance iffect. It is expressly unde	e or said bid, then this rstood and agreed tha	i obligation shall be hu it the liability of the Su	rety for any and	all claims here.	inder shall, in no event,
exceed the	penal amount of this oblig	pation as herein stated	i.	,,,		
Th	ne Surety, for the value red	ceived, hereby stipula	tes and agrees that th	e obligations of s	aid Surety and	its bond shall be in no
	ed or affected by any extere of any such extension.	nsion of the time with	n which the Obligee it	iay accept such i	olo, ano salo Si	drety does hereby
waive notic	e of any such extension.					
1N	WITNESS WHEREOF, P	rincipal and Surety ha	ave hereunto set their	hands and seals	, and such of th	em as are corporations
	ed their corporate seals to					
	day of January					
	V~) V1					
Principal C	orporate Seal			Hickman Elec	tric Corporati	on
Trinicipal C	·(/)				(Name of Pri	incipal)
· · · · · · · · · · · · · · · · · · ·	(to the contract of			D11	1 1	that I
• 100				By	(Must be Pre	sident or
					Vice Preside	
* 				Fr	esidau	n +
					(Title)	
					•	
Surety Cor	porate Seal			Old Republic	Surety Comp	any
					(Name of Su	irety)
				\wedge	, ,	1
				By: Min	ر ہر در	esta
				Andrew K. Te	eter	Attorney-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.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, DONNA J. PRICE, CHARLESTON, WV

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Fower of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its

corporate seal to be affixed this 19TH day of MAY, 2010.

Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

OLD REPUBLIC SURETY COMPANY

President

, personally came before me,

On this 19TH day of MAY, 2010 and RICK A JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of sald corporation.

Notary Public

My commission expires: 12/02/2012

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation. CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-0200

Signed and sealed at the City of Brookfield, WI this 20th day of January

Assistant Secretary

WELLS FARGO

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2./	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require agains or dedi	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty to such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.
authori the req deeme	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid juired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ad by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true courate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidde	Wicken Elicture Coas simula Burth 2 but
Date:	1-18-11 Title: President
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 15CL0048

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:

WITNESS THE FOLLOWING SIGNATURE

"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, line, 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 subdivisions" 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 fax 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.

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

Vendor's Name: HICKMAND FALECTRIC CORP Authorized Signature: John Julian Date: 1-19-11 State of W.Va, County of BRAXTON to-wit: Taken, subscribed, and sworn to before me this 19th day of Julian 2011. My Commission expires Oct. 25, 2014 Notary Public Series (Gassawy, W) 26624 My commission: expires October 25, 2014

Purchasing Affidavit (Revised 12/15/09)