



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

State of West Virginia
 Request for Quotation
 01 - Agricultural

Proc Folder: 199917

Doc Description: Addendum 3 - 400KW Generator W/Transfer Switch

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-19	2016-06-07 13:30:00	CRFQ 1400 AGR1600000022	4

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

Vendor Name, Address and Telephone Number:
 Electronic Specialty Company
 1325 Dunbar Avenue
 Dunbar, WV 25064
 Telephone: (304) 766-6277

06/07/16 13:18:54
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE June 7, 2016

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

Addendum 3 issued for the following reasons:

1. To publish the vendor questions and responses.

No other changes

PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	400KW Generator W/ Transfer Switch	1.00000	EA	\$298,500.00	\$298,500.00

Comm Code	Manufacturer	Specification	Model #
26111601	Kohler	400KW	400RE2XB

Extended Description :

400KW Generator W/ Transfer Switch per the mandatory requirement is the attached specifications

Line	Event	Event Date
1	Question Deadline 5:00 PM EST	2016-05-02
2	Question Deadline extended 5:00 PM	2016-05-16

AGR160000022	Document Phase Final	Document Description Addendum 3 - 400KW Generator W/Transfer Switch	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

- Q.10. With today's budget situation why are you not considering a Diesel Generator that would cost approximately 50% to 60% less at time of purchase, and also cost less to maintain. The Natural Gas Generator based on Generac Model SG400 will be powered by a 12 cylinder engine requiring more maintenance cost than a 6 cylinder diesel engine! We are requesting you add an Alternate Diesel Generator to the Bid Package and consider the savings for The State of WV.
- A.10. No – The agency has carefully considered all options and requests a natural gas generator.
- Q.11. What is the Sound Attenuation Rating requirement _____ dB (A) at 23 ft. reference 3.16.3.1
- A.11. As stated in Original RFQ 3.16.3.1, weather protective sound attenuated enclosure. Sound emissions limited to (A) at 23ft (7m) in a free field environment.
- Q.12. How many copies of a Submittal Package will be required for the project?
- A.12. 1 copy.
- Q.13. A certificate of approval from the gas company is required verifying that the supply line is adequate for the additional demand of a 400kw Generator. Does the Owner have that certificate? If not will it be made available to the Contractor before the NTP is issued?
- A.13. Yes see attached letter from Consumer Gas.
- Q.14. There is a power pole anchor wire in the location of where the new Pad for the 400KW Generator is to be located. Will the contractor be responsible for any relocation expense of this anchor?
- A. 14. Yes
- Q.15. What is the size of the gas supply line? Where is it located and how far is it from the 400KW Generator? This was discussed at the Pre Bid Meeting. My understanding that the information would be provided in an addendum. Who will be responsible for coordinating the Tie in of the new gas line and Valve with the gas Company? The Owner will be without gas for a period of time.
- A.15. Yes – As noted in A.3. above, documentation is being provided from the natural gas company. The vendor is responsible for coordinating with the gas company. As noted in A.5. above, the maximum time without service is 3 hours. Vendor must notify the agency in advance with the anticipated date and time of any outage so the necessary preparations can be made.
- Q.16. There was discussion at the Pre Bid meeting for a remote alarm system to be included in the proposal. There are no specifications for the alarm system. What is needed to be compatible with the existing system?

- A.16. See Original RFQ 3.13.1 through 3.13.4
- Q.17. Will the contractor have the option of pouring a complete new pad for the 400 KW gas generator versus pouring a pad around the existing pad?
- A.17. Yes – The vendor may choose either approach.
- Q.18. The current work scope has the 75KW Gas Generator being dis connected and delivered to the Gus R. Douglas Agricultural Center. Has the Owner considered an add Alternate to install this generator rather than just drop it off?
- A.18. No – Any re-installation of the of the 75kW generator will be solicited under a separate RFQ.
- Q.19. There is no gas connection point shown is the utility providing a tap point and meter, if so where?
- A.19. It will be a new meter, so when the gas company comes out they will then be shown where to put it.
- Q.20. With the provided drawing out will there be another site visit?
- A.20. A site visit will be Thursday, May 26, 2016, between 12:00 pm – 1:00 pm. Vendors must show up at 12:00 p.m. This is not mandatory.

CONSUMERS GAS UTILITY COMPANY

526 Church Street
P.O. Box 250
Phone (304) 927-3070
SPENCER, WEST VIRGINIA 25276-0250



MEMBER OF:

West Virginia Small Public Utilities Association
West Virginia Safety Council, Inc.

GAS PLANTS:

Huntington, WV
Pennsboro, WV
Spencer, WV
Wayne, WV

5/17/16

WV Dept of Agriculture
J. Thomas
Ripley WV 25276

Mr. Thomas

The main line in the Fairplain area of the WV Dept. of Agriculture buildings is a 4 " plastic line with 20lbs of pressure.

I hope this can be of assistance to you as you install the larger generator. Please contact us at 304-927-3070 with any other questions.

Thanks you

A handwritten signature in cursive script, appearing to read "Jerry Watson".

Jerry Watson
District Supervisor Spencer Division

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1600000022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Electronic Specialty Company

Company



Owen S. Higgins, II Vice Pres.

Authorized Signature

June 7, 2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

West Virginia Dept. of Agriculture
Donated Foods Program
4496 Cedar Lakes Drive
Ripley, WV 25271

Date: Thursday, April 28, 2016

Time: 9:30 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Monday, May 2, 2016, 5:00 PM EST

Submit Questions to: Linda B. Harper, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: 400 KW Natural Gas Fueled Generator
BUYER: Linda B. Harper
SOLICITATION NO.: CRFQ AGR1600000022
BID OPENING DATE: May 17, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Tuesday, May 17, 2016

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

_____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Licensed Electrical Contractor with the State of West Virginia

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: Electronic Specialty Company

Contractor's License No. WV010229

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

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

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV010229

Classification:

ELECTRICAL
SPECIALTY

ELECTRONIC SPECIALTY COMPANY
DBA ELECTRONIC SPECIALTY COMPANY
PO BOX 400
DUNBAR, WV 25064-0400

Date Issued

SEPTEMBER 25, 2015

Expiration Date

SEPTEMBER 25, 2016



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

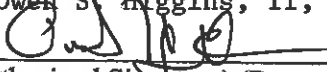
CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Electronic Specialty Company

(Company)

Owen S. Higgins, II, Vice President



(Authorized Signature) (Representative Name, Title)

(304) 766-6277 (304) 766-6270 June 7, 2016

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Food Distribution Warehouse to establish a contract for the purchase and turnkey installation of a new 400 KW natural gas fueled generator back up power system at the Food Distribution Warehouse.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means to provide one (1) pre-engineered 400 KW generator back up system and turnkey installation for the Food Distribution Warehouse

 - 2.2 “RFQ”** means the official request for quotation by the Purchasing Division.

 - 2.3 “KW”** Kilowatt.

 - 2.4 “AMP”** The ampere (SI unit symbol: A), often shortened to "amp", is the SI unit of electric current (dimension symbol: I) and is one of the seven SI base units.

 - 2.5 “ATS”** automatic transfer switch.

 - 2.6 “NFPA”** National Fire Protection Association

 - 2.7 “ANSI”** American National Standards Institute

 - 2.8 “ISO”** International Organization for Standardization

 - 2.9 “ECM”** Enterprise Content management

 - 2.10 “OEM”** Original equipment manufacturer

 - 2.11 “IEEE”** Institute of Electrical and Electronics Engineer

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2.12 “ASME” American society of Mechanical Engineers

2.13 “WEC” World Endurance Championship

2.14 “EGSA” Electrical Generation System Association

2.15 “CSA” Compliance, Safety, Accountability

2.16 “CCA” Cold cranking Amps

2.17 “UL” is a global independent safety science company

2.18 “NRTN” Nationally Recognized Testing Laboratory

2.19 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.20 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.2 Vendor must be a Licensed Electrical Contractor with the state of West Virginia

3.3 GENERATOR

3.3.1 Basis-of-Design Product: Subject to compliance with requirements, provide natural gas generator set, GENERAC Model SG400 or equal, rated Minimum 400KW/500kVA to a Maximum 500KW 625 W/625KVA 277/480 volt three phase 60 hz, meeting the following specifications:

3.3.2 Generator sets offered by dealers or assemblers using sourced components are not acceptable. Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.

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- 3.3.3** Costs associated with any engineering changes resulting from the substitution of another product will be the responsibility of the electrical contractor.
- 3.3.4** Comply with NFPA 110 requirements for Level 1 emergency power supply system.
- 3.3.5** UL Compliance: Comply with UL 2200/CSA
- 3.3.6** Engine exhaust emissions shall comply with EPA emission requirements and applicable state and local government requirements and engine sets shall be factory certified to meet applicable EPA requirements. Fields certified or 'compliant capable' units are not acceptable.
- 3.3.7** Disconnection of existing 75 KW generator and relocated the generator to our Guthrie locations.

3.4. FUEL: NATURAL GAS

- 3.4.1** Engine Rating: Prime mover shall have adequate horsepower to meet the specified KW at. Products that de-rate below specified KW for temperature or altitude shall not be accepted.
- 3.4.2** Lubrication System: The following items are mounted on engine or skid:
 - 3.4.2.1** Filter and Strainer: Per manufacturer recommendations.
 - 3.4.2.3** Crankcase Drain: Arranged for complete gravity drainage to a removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

3.5 JACKET COOLANT HEATER

- 3.5.1** Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity. Minimum size shall be 2000 watt.

3.6 COOLING SYSTEM

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Purchase & Installation of 400 KW Natural Gas Fueled Generator

- 3.6.1** Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
- 3.6.2** Coolant: Solution of ethylene-glycol-based antifreeze and water, based on a ratio and with any anticorrosion additives as recommended by engine manufacturer.
- 3.6.3** Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
- 3.6.4** Temperature Control: Self-contained, thermostatic-control valve to modulate coolant flow automatically to maintain constant coolant temperature as recommended by engine manufacturer.

3.7 AIR-INTAKE FILTER

- 3.7.1** Engine-mounted air cleaner with replaceable dry-filter element.

3.8 STARTING SYSTEM

- 3.8.1** Min 12 or maximum 24 volt electric, with negative ground.
 - 3.8.1.1** Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Performance Requirements" Article.
 - 3.8.1.2** Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 - 3.8.1.3** Cranking Cycle: As required by NFPA 110 for system level specified.

3.9 BATTERY

- 3.9.1** Lead acid, certified to meet NFPA 110, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle at least three times without recharging. Minimum size shall be 1155 CCA.

3.10 BATTERY CHARGER

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

3.16.3 Sound Attenuation: Factory enclosure, designed to meet the following design criteria:

3.16.3.1 Weather protective sound attenuated enclosure. Sound emissions limited to (A) at 23 ft. (7 m) in a free field environment.

3.17 FINISHES

3.17.1 Outdoor Enclosures and Components: Electrostatically applied rubberized undercoating or equal finish over corrosion-resistant pretreatment and compatible primer.

3.18 EXAMINATION

3.18.1 WVDA examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.

3.18.2 WVDA examines roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.

3.18.3 Proceed with installation only after unsatisfactory conditions have been corrected.

3.19 PREPARATION

3.19.1 Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

3.19.1.1 Notify Owner no fewer than seven working days in advance of proposed interruption of electrical service.

3.20 INSTALLATION

3.20.1 Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.

3.20.2 Equipment Mounting:

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

3.10.1 Current-limiting, automatic-equalizing and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and include the following features:

3.10.2 Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.

3.10.3 Battery chargers mounted within the Automatic Transfer Switch are not acceptable.

3.11 GASEOUS FUEL SYSTEM

3.11.1 Providing extension of existing natural gas service to connect to new generator. Natural-Gas Piping: Comply with requirements of NFPA 37 and 54.

3.11.1.1 Gas piping is the responsibility of the installing contractor.

3.11.1.2 Gas piping shall be sized to provide adequate fuel to the engine while allowing for no greater than 1 inch (25 mm) water column pressure drop from no load to full load.

3.11.1.3 Natural gas piping will supply pressure to the generator set inlet per manufacturer recommendations, minimum 11 to maximum 14 inches (279.4 to 356 mm) of water column.

3.11.1.4 Natural gas regulator shall be sized to provide 125 percent of full-load generator set capacity.

3.12 ENGINE FUEL SYSTEM

3.12.1 Natural-Gas, Vapor-Withdrawal System:

3.12.1.1 Carburetor to mix and regulate the LP Vapor, Air mixture.

3.12.1.2 Fuel-Shutoff Solenoid Valves: NRTL-listed, normally closed, safety shutoff valves; one for each fuel source.

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

3.12.1.3 Flexible Fuel Connectors: Minimum one for each fuel connection.

3.13 CONTROL AND MONITORING

- 3.13.1 Automatic Starting System Sequence of Operation:** When mode-selector switch on the control panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches shall initiate starting and stopping of generator set. When mode-selector switch is switched to the manual position, the generator set shall start. The off position of same switch shall initiate generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shall shut down generator set and initiate alarms.
- 3.13.2 Manual Starting System Sequence of Operation:** Switching the on-off switch on the generator control panel to the manual position shall start generator set. The off position of same switch shall initiate generator-set shutdown. When generator set is running, specified system or equipment failures or derangements shall automatically shut down generator set and initiate alarms.
- 3.13.3 Indicating Devices:** As required by NFPA 110 for Level 1 system. All ECM fault codes shall be displayed at the generator set controller in standard language; fault code numbers are not acceptable. Utilizing a digital display, including the following:
- 3.13.4** We shall be able to have a cellular remote monitoring system that lets you check on your standby generator status and receive timely notification when something is needed using your computer, tablet or smartphone. And it also has remote generator monitoring software package that connects to any generator, and that we can be monitor from multiple computers.
- 3.13.5** Sensors must be conditioned to a 4 to 20 mA signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrossions.
- 3.13.6** Must Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event, and a common audible

REQUEST FOR QUOTATION
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signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are to be surface- or flush-mounting type to suit mounting conditions indicated.

3.13.7 Programmable Cycle Timer: To start and run the generator for a predetermined time. The timer shall use 14 user-programmable sequences that are repeated in a 7-day cycle. Each sequence shall have the following programmable set points:

3.13.7.1 Day of the week.

3.13.7.2 Time of the day start.

3.13.7.3 Duration of cycle.

3.13.7.4 Option to exercise at reduced speed for quiet test mode.

3.14 GENERATOR OVERCURRENT AND FAULT PROTECTION

3.14.1 Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with UL 489.

3.14.1.1 Tripping Characteristic: Designed specifically for generator protection.

3.14.1.2 Trip Rating: Matched to generator output rating.

3.15 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

3.15.1 Comply with NEMA MG 1 and UL2200, sized for 248 degree F (120 degree C) temperature rise above ambient at rated load.

3.15.2 Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.

3.15.3 Electrical Insulation: Class H.

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3.15.4 Winding Coils: Skewed to improve sine wave shape and eliminate ripple effects caused by air gaps.

3.15.5 Voltage Regulator: Solid-state type on a sealed circuit board, separate from exciter, providing performance as specified and as required by NFPA 110, Must be 3-phase sensing.

3.15.5.1 Voltage Adjustment on Control and Monitoring Panel:
Provide plus or minus 5 percent adjustment of output-voltage operating band.

3.15.5.2 Provide anti-hunt provision to stabilize voltage.

3.15.6 Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

3.15.7 Subtransient Reactance: 15 percent, maximum.

3.15.8 Excitation: Permanent magnet (PMG) type providing 300 percent current output for up to 10 seconds to a downstream breaker selective coordination and improved motor starting.

3.16 OUTDOOR GENERATOR SET ENCLOSURE

3.16.1 Description: OEM Factory manufactured, vandal-resistant, sound-attenuating, weatherproof steel housing, wind resistant up to 100 mph (160 km/h).

3.16.2 Hinged Doors:

3.16.2.1 Slip-pin hinges and latches stainless steel with nylon spacers.

3.16.2.2 Neoprene gasket for weather and rodent protection. Gasket shall extend the entire perimeter of door.

3.16.2.3 Latching arm with multi-point contacts to door frame.

3.16.2.4 Handles to be stainless steel.

3.16.2.5 Handles to have padlocking provisions.

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

- 3.20.2.1** Install packaged engine generator on cast-in-place concrete equipment bases.
- 3.20.2.2** Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements as per standard ASME practices.
- 3.20.2.3** Minimum pad thickness shall be 6", and shall be installed over existing concrete pad. Concrete shall be drilled and pinned to existing pad.
- 3.20.2.4** Pad shall extend 12" over all edges of generator set.

3.21 CONNECTIONS

- 3.21.1** Connect electrical, fuel, cooling-system, and exhaust-system piping adjacent to packaged engine-generator to allow service and maintenance.
- 3.21.2** Connect fuel piping to engines with a gate valve and union and flexible connector.
- 3.21.3** Ground equipment according to NEC.

3.22 FIELD QUALITY CONTROL

- 3.22.1** Perform tests and inspections.
 - 3.22.1.1** Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections. Service representative shall hold a current EGSA certification.
 - 3.22.1.2** NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
 - 3.22.1.3** Perform load bank test of 2 hour duration using resistive load of rated capacity of generator set. Load generator set to 50% for 30 minutes. Increase load to 75% for 30 minutes. Increase

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load to 100% for one hour. Record and submit temperature, voltage and frequency readings at 15 minute intervals.

- 3.22.2** Coordinate tests with tests for transfer switches and run them concurrently.
- 3.22.3** Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations.
- 3.22.4** Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- 3.22.5** Include thermal damage curve for generator.
- 3.22.6** Include time-current characteristic curves for generator protective device
- 3.22.7** Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals.
- 3.22.8** Manufacturer Qualifications: Manufacturer accepted as an ISO9001 manufacturer.
- 3.22.9** Installer Qualifications: Manufacturer authorized representative who is trained and approved by manufacturer.
- 3.22.10** Warranty: 5 years from date of Substantial Completion. Warranty shall include components, labor, travel expenses and miscellaneous material.
- 3.22.11** The manufacturer of the generator shall also have a national service 1-800- number that is available on call 24 hours a day, 365 days a year.

3.23 MAINTENANCE SERVICE

- 3.23.1** Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by EGSA Certified employees of manufacturer's designated service organization. Include semi-annual exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as

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recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

3.24 TRAINING

3.24.1 The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration. Training date shall be coordinated with the facility owner.

3.25 TRANSFER SWITCHES

3.25.1 Furnish and install the low voltage automatic transfer switches having the ratings, features, accessories and enclosures as specified.

3.25 REFERENCES

3.25.1 The automatic transfer switches and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of UL and NEMA as follows:

3.25.1.1 UL 1008 – Transfer Switches

3.25.1.2 NFPA 70 – National Electrical Code

3.25.1.3 NFPA 110 – Emergency and Standby Power Systems

3.26 SUBMITTALS -The following information shall be submitted to the WVDA:

3.26.1 Dimensional Drawing

3.26.2 Assembly ratings including:

3.26.2.1 Withstand and Closing rating

3.26.2.2 Voltage

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3.26.2.3 Continuous current rating

3.26.3 Product Data Sheets.

3.26.4 Final as-built drawings and information

3.26.5 Wiring diagrams

3.27 QUALIFICATIONS

3.27.1 The manufacturer of the assembly shall be the manufacturer of the major components within the assembly.

3.27.2 For the equipment specified herein, the manufacturer shall be ISO 9001 or 9002 certified.

3.27.3 The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of five (5) years.

3.28 OPERATION AND MAINTENANCE MANUAL

3.28.1 Equipment operation and maintenance manuals shall be provided with each assembly shipped, and shall include instruction leaflets and instruction bulletins for the complete assembly and each major component.

3.29 MANUFACTURERS

3.29.1 Generac Power Systems - Power Series

3.29.2 Russelectric

3.29.3 ASCO - 7000 Series

3.29.4 Or equal

3.30 RATINGS

3.30.1 The transfer switch shall have equal 3 second withstand; closing and interrupting ratings of 100 KAIC at 600 volts.

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3.30.2 The transfer switch shall be 100% equipment rated for continuous duty.

3.30.3 The transfer switch shall be service-entrance rated.

3.31 UNIT CONSTRUCTION

3.31.1 Switches rated 800-5000 Amps shall be Floor Mounted construction with its own concrete pad with a minimal of 6" of clearance of all side and minimal of 4 " thick pad.

3.31.2 The switching panel shall consist of completely enclosed contact assemblies and a separate control or transformer panel. Control power for all transfer operations shall be derived from the line side of the source to which the load is being transferred.

3.31.3 Each transfer switch shall be positively interlocked both mechanically and electrically to prevent simultaneous closing of both sources under either automatic or manual operation. Main contacts shall be mechanically locked in position in both normal and emergency positions. A neutral position shall not be possible under normal electrical operation unless a delayed transition accessory is required for switching highly inductive loads.

3.31.4 Transfer switches shall be capable of being operated manually under full rated load conditions. Manual operation shall be accomplished by a permanently attached manual operator, or by integrally mounted pushbuttons. Removable manual operating handles, and handles that may move in the event of an electrical operation during the manual operation, are not acceptable. Manual operators requiring source or load disconnection prior to manual operation are not acceptable.

3.31.5 The transfer switch shall have a multi-tap voltage selection plug for ease of volt-age adjustment in the field.

3.31.6 Transfer switches applied as service entrance equipment shall be provided with over-current trip units and a service entrance label. Ground fault protection shall be provided for all switches rated 1000 amperes or more applied on 480Y/277 VAC systems in accordance with NEC Article 230-95.

3.32 MICROPROCESSOR LOGIC

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3.32.1 The transfer switch should be Generac PSTS ATC-900 type microprocessor-based controller or equal. The controller shall be hardened against potential problems from transients and surges.

3.33 POWER SWITCHING DEVICE – 800-5000 AMP FLOOR MOUNT POWER SWITCH TYPE

3.33.1 Switching devices for 800 through 5000 Amp Floor Mount transfer switches shall be fixed mounted power case switches or circuit breakers. Frame ratings shall be 2000, 3200, 4000, or 5000 amperes. All breakers shall be UL listed for application in their in-tended enclosures for 100% of their continuous ampere rating. Breakers shall be electrically operated.

3.33.2 All breakers shall be provided with a true, two-step stored energy mechanism providing a maximum of three-cycle closing. All the energy required for closing the breakers shall be completely stored and held in readiness pending a release to close action. The power case switch or breaker shall have high-endurance characteristics being capable of no-load and full-load interruptions at rated current equal to or exceeding the UL endurance ratings for power circuit breakers without maintenance.

3.33.3 Transfer switches applied in service entrance equipment provide power circuit breakers with trip units.

3.34 ENCLOSURE

3.34.1 Each transfer switch shall be provided in a NEMA 3R enclosure suitable for use in environments.

3.35 FINISH

3.35.1 NEMA 1, 12 or 3R enclosures shall be painted with the manufacturer's ANSI 61 paint.

3.36 INSTALLATION

3.36.1 The Contractors shall install all equipment per the manufacturer.

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3.36.2 The manufacturer shall provide three certified copies of factory test reports.

3.37 FIELD QUALITY CONTROL

3.37.1 Provide the services of a qualified factory-trained manufacturer's representative to per-form installation and start-up of the equipment specified under this section. The manufacturer's representative shall provide technical direction and assistance for the equipment connections, adjustments, and testing of the assembly and components contained therein.

3.38 MANUFACTURER'S CERTIFICATION

3.38.1 A qualified factory-trained manufacturer's representative shall certify in writing that the equipment has been installed, adjusted and tested in accordance with the manufacturer's recommendations. Factory representative shall hold a current EGSA certification.

3.39 TRAINING

3.39.1 A manufacturer's qualified representative shall conduct basic operational training at start up. Coordinate with generator training.

3.40 INSTALLATION

3.40.1 The contractor shall install all equipment per the manufacturer.

3.40.2 All necessary hardware to secure the assembly in place shall be provided by the contractor. Fasteners shall be 304 Stainless Steel.

3.40.3 The equipment shall be installed and checked in accordance with the manufacturer's recommendations.

3.41 FIELD SERVICE ORGANIZATION

3.41.1 The manufacturer of the transfer switch shall also have a national service 1-800- number that is available on call 24 hours a day, 365 days a year.

3.42 GENERAL RESPONSIBILITES

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- 3.42.1 The contractor is responsible to familiarize himself with the site and point out any potential problems before starting the job.
- 3.42.2 The awarding of this contact shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the project schedule, as revised from time to time by the owner.
- 3.42.3 The contractor shall cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the owner.
- 3.42.4 The contractor agrees that the owner is not responsible for fire, theft, loss and or vandalism of any of the contractor's tools, equipment, materials, supplies and /or work in progress.

4 CONTRACT AWARD

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Page:** Vendor should complete the Pricing Page by Vendor should complete the Pricing Page by pricing the entire job and include all supplies and labor.. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5 PAYMENT

- 5.1 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
Purchase & Installation of 400 KW Natural Gas Fueled Generator

6 DELIVERY AND RETURN

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving notice to proceed. Vendor shall deliver the Contract Items within 180 days working days after receiving notice to proceed. Contract Items must be delivered to Agency at Food Distribution Warehouse.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of

REQUEST FOR QUOTATION
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the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.


7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.1 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

CRFQ AGR 1600000022 - PRICING PAGE

Item No.	Description	Model No/Brand Name	Unit Price	Extended Amount
	Turn Key job for removal of 75KW generator and installation of a new 400KW generator and tranfer switch (shipping included)	400RE2XB Kohler	\$298,500.00	\$298,500.00
	Failure to use this form may result in disqualification			
	Bidder / Vendor Information		GRAND TOTAL	\$298,500.00
Name:	Electronic Specialty Company			
Address:	1325 Dunbar Avenue			
	Dunbar, WV 25064			
Phone:	(304) 766-6277			
Email Address:	shane@electronicspecialty.com			
Authorized Signature:	 Owen S. Higgins, II, Vice President			



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D) _____ (E)
 as Principal, and _____ (F) of _____ (G)
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Oblige, in the penal sum of _____ (K)
 (\$ _____ (L)) 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 _____
 _____ (M)

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 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 time within which the Oblige may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal _____ (Q)
 _____ (R)
 (Name of Principal)

By _____ (S)
 _____ (Must be President, Vice President, or Duly Authorized Agent)

_____ (T)

 Title

Surety Seal _____ (U)
 _____ (V)
 _____ (W)
 (Name of Surety)

 Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20 _____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Electronic Specialty Company
of Dunbar, WV, as Principal, and Merchants Bonding Company (Mutual)
of Des Moines, IA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of Des Moines, 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
Installation of a 400KW Generator w/Transfer Switch - CRFQ 1400 AGR160000022 - 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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 7th day of June, 2016.

Principal Seal

Electronic Specialty Company
(Name of Principal)
By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
VICE PRESIDENT
(Title)

Surety Seal

Merchants Bonding Company (Mutual)
(Name of Surety)
By: [Signature]
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allan L McVey; Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

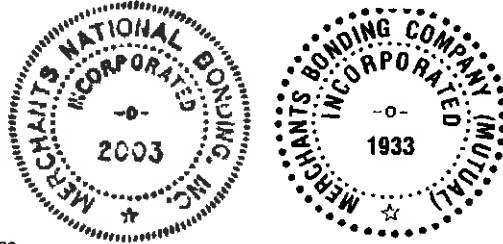
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

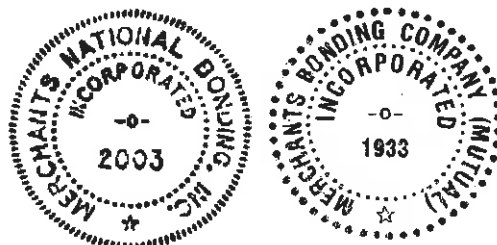


(Expiration of notary's commission
does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of June, 2016



William Warner Jr.
Secretary

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: AGR1600000022

Contract Purpose: 400KW Generator w/Transfer Switch

Agency Requesting Work: WV Dept. of Administration - Agriculture Dept.

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Electronic Specialty Company

Vendor Telephone: (304) 766-6277

Vendor Address: 1325 Dunbar Avenue
Dunbar, WV 25064

Vendor Fax: (304) 766-6270

Vendor E-Mail: shane@electronicspecialty.com



1325 Dunbar Ave.
P. O. Box 400
Dunbar, WV 25064
(304) 766-6277
Fax (304) 766-6270
800-642-5500

State of West Virginia
Purchasing Division

Re: Certified Drug-Free Workplace

Requirements of West Virginia Code 21-1D-5:

Electronic Specialty Company has a drug-free policy as part of the company's Employee Handbook.

Education and Training:

Pre employment drug testing is a prerequisite of consideration of a job offer with this company. Each potential applicant is required to submit a urine sample that is screened for the following drugs: Amphetamines, Cocaine, Marijuana, Opiates and PCP. Test results for each drug must be returned negative for consideration of employment. Random drug tests are performed monthly and all employees of the company are subject for testing, no exceptions.

Urine samples collected for drug testing of employees working from the Dunbar office is collected by Health Research Systems, 337 12th Street, Dunbar, WV. Samples are forwarded to Drug Testing USA in Overland Park, Kansas for analysis. Results are normally received within 24-48 hours.

The Company's employees working in the Clarksburg/Morgantown area of the state provide samples to: MedExpress, 120 Medical Park Drive, Suite 100, Bridgeport, WV. Samples are forwarded to Medtox Laboratories, 402 W. County Road D, St. Paul, MN. Results are normally received within 24-48 hours.

Drug test results for the following categories: Pre-employment and new hires – Negative
Reasonable Suspicion – Negative
Post accident – Negative
Random - Negative

EMPLOYEE HANDBOOK

ELECTRONIC SPECIALTY COMPANY

ISSUE DATE:

Issued to: _____

Revision Date: _____

DRUG TESTING

ESCOM is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks. To help ensure a safe and healthy working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.



CLINICAL REFERENCE LABORATORY

8493 QUIMRA • LENEXA, KANSAS 66215

HEALTH RESEARCH SYSTEMS



STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

SPECIMEN ID NO. 2033242829

A. Employer Name, Address, I.D. No. PH: 304-766-6277 B. MRO Name, Address, Phone and Fax No. MRO3019 DR CHARLES H MOOREFIELD 1990 W NEW HAVE AVE, SUITE 304 MELBOURNE, FL 32904 PH: 321-821-3383 FX: 321-216-3155

C. Donor I.D. No. Donor Name (F, MI, L) D. Reason for Test: Pre-employment Random Return to Duty Follow-up Reasonable Suspicion/Cause Post Accident Other (specify)

E. Drug Tests to be Performed: () P705 (5D8P)

F. Collection Site Name and Address: Name: Address: City, St, Zip: Collector Phone No. Collector Fax No.

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? Specimen Collection (CHECK ALL THAT APPLY) Urine Split Saliva Urine Single Blood Observed (Enter Remark)

REMARKS:

STEP 3: Collector affixes container seal(s) to container(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 4

STEP 4: COMPLETED BY DONOR

I consent to have my specimen collected by the named collector, analyzed, including drug analysis, by Clinical Reference Laboratory, Inc., its employees, agents, and/or representatives ("CRL"); and the results of that analysis made available to the above named Company/Employer and/or their designees.

Date of Collection (/ / 20) Daytime Phone No. Signature of Donor Date of Birth (/ /) Evening Phone No. SPECIMEN ID NO. 2033242829

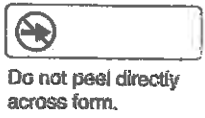
STEP 5: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section in step 4 of this form was collected, labeled, sealed and released to the Delivery Service noted.

Signature of Collector (/ / 20) AM PM SPECIMEN CONTAINER(S) RELEASED TO: Fed Ex UPS Courier Other

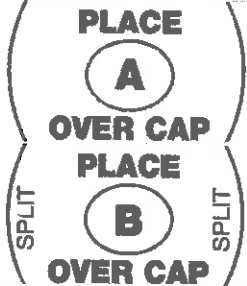
RECEIVED AT LAB Signature of Accessioner (/ / 20) Primary Specimen Container Seal Intact SPECIMEN CONTAINER(S) RELEASED TO: Yes No, enter remarks below

CRL INTERNAL USE ONLY Blood Received Serum Purple Top Grey Top Urine Also? Yes No



Date (Mo. Day Yr.) Donor's Initials

SPECIMEN CONTAINER SEAL



Barcode 2033242829 SPECIMEN ID NO. A

Barcode 2033242829 (SPLIT) SPECIMEN ID NO. B



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

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha **, TO-WIT:**

I, Neal Stone, after being first duly sworn, depose and state as follows:

- I am an employee of Electronic Specialty Company; and,
(Company Name)
- I do hereby attest that Electronic Specialty Company
(Company Name)

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

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

Printed Name: Neal Stone

Signature: *Neal Stone*

Title: Business Manager

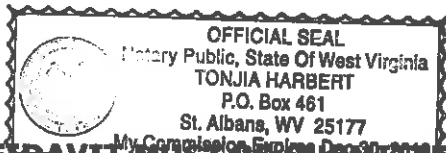
Company Name: Electronic Specialty Company

Date: June 7, 2016

Taken, subscribed and sworn to before me this 7 day of June, 2016.

By Commission expires December 30, 2019

(Seal)



Tonjia Harbert
(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.

SOLICITATION NUMBER: AGR160000022

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To extend the Question deadline to May 16, 2016 at 5:00 PM EST.
2. To extend the Bid Closing Date to June 7, 2016 at 1:30 PM EST.
3. To publish a copy of the pre-bid sign-in sheet.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

SIGN IN SHEET

Page _____ of _____

Request for Proposal No.

PLEASE PRINT

Date: _____

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BAY DIESEL</u>	<u>206 SADDLEBRED RD</u>	PHONE <u>304 546 7669</u>
Rep: <u>CHUCK WINBERG</u>	<u>SCOTT DEPOT WV 25560</u>	TOLL FREE
Email Address: <u>CHUCK.WINBERG@BAYDIESEL.COM</u>		FAX
Company: <u>Eastern Electric LLC</u>	<u>PO Box 92</u>	PHONE <u>304 872 4868</u>
Rep: <u>Chris Skaggs</u>	<u>MT Nebo, WV 26679</u>	TOLL FREE 304 872 4868
Email Address: <u>cskaggs@easternelectricllc.com</u>		FAX <u>304 872 3634</u>
Company: <u>CITY ELECTRIC CO.</u>	<u>P.O. Box 6550</u>	PHONE <u>304-345 6150</u>
Rep: <u>ALAN W. MYRES</u>	<u>CHAS WV 25362</u>	TOLL FREE
Email Address: <u>AMYRES@CITYELECTRICWV.COM</u>		FAX <u>304 345 6151</u>
Company: <u>CITY ELECTRIC</u>	<u>P.O. Box 6550</u>	PHONE <u>304-419-4590</u>
Rep: <u>SERENY COMER</u>	<u>CHAS WV 25362</u>	TOLL FREE
Email Address: <u>SERVICE1@CITYELECTRIC.COM</u>		FAX
Company: <u>ROGERS ELECTRIC</u>	<u>246 Business Park Dr.</u>	PHONE <u>304-363-5752</u>
Rep: <u>JERRY TUCKER</u>	<u>Fairmont, WV 26554</u>	TOLL FREE
Email Address: <u>JTucker@R-ELECT.COM</u>		FAX

SIGN IN SHEET

Page of

Request for Proposal No.

PLEASE PRINT

Date:

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Rogers Electrical</u>	<u>246 Business Park Dr.</u>	PHONE <u>304-677-2438</u>
Rep: <u>MARK Dalton</u>	<u>Farmington, WV 26554</u>	TOLL FREE
Email Address: <u>mdalton@R-ecci.com</u>		FAX
Company: <u>Electronic Specialty Company</u>	<u>1325 Dunbar Ave</u>	PHONE <u>304-741-5431</u>
Rep: <u>Roy Myers</u>	<u>Dunbar WV 25064</u>	TOLL FREE -
Email Address: <u>rmyers@electronic specialty.com</u>		FAX
Company: <u>GenTeck Power Solutions</u>	<u>244 B South Church St</u>	PHONE <u>304-372-1900</u>
Rep: <u>Edwin Boggess</u>	<u>PO Box 270</u>	TOLL FREE
Email Address: <u>genteckrepair@frontier.com</u>	<u>Burley WV 25271</u>	FAX <u>304-372-1990</u>
Company: <u>Jim Eber Kelly Generator</u>		PHONE <u>304 412-713-0371</u>
Rep: <u>Jim Eber</u>		TOLL FREE
Email Address: <u>jeber@KGE.com</u>		FAX
Company: <u>Maintain State Electrical Contractors</u>	<u>265 Clear Rd</u>	PHONE <u>(304) 841-4347</u>
Rep: <u>Chad Hamilton</u>	<u>Bridgetown, WV 26330</u>	TOLL FREE
Email Address: <u>chad@maintainstateelectrical.com</u>		FAX

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CUMMINS SALES & SERVICE</u>	<u>602 NEW GLEEF MT RD</u>	PHONE <u>304-389-3766</u>
Rep: <u>DAVID ROLINS</u>	<u>CROSS LANE WV 25313</u>	TOLL FREE
Email Address: <u>DAVID.M.ROLINS@CUMMINS.COM</u>		FAX <u>304-764-1022</u>
Company: <u>MCDANIEL ELECTRIC</u>	<u>1309 8th AVE.</u>	PHONE <u>304 522 8306</u>
Rep: <u>Howard Underwood</u>	<u>Huntington, WV 25701</u>	TOLL FREE -
Email Address: <u>Underwoodh@Comcast.net</u>		FAX <u>304 522 8307</u>
Company: <u>Nitro Electric Co.</u>	<u>4300 1st Ave 2nd fl</u>	PHONE <u>304-204-1500</u>
Rep: <u>Randy Witt</u>	<u>P.O. Box 879</u>	TOLL FREE
Email Address: <u>rwitt@nitro-electric.com</u>	<u>Nitro, WV 25143</u>	FAX
Company: <u>Walker Engine Power</u>	<u>112 Carbide Dr</u>	PHONE <u>304-949-1600</u>
Rep: <u>Jody Panley</u>	<u>Belle, WV 25018</u>	TOLL FREE
Email Address: <u>Jpanley@walker-cat.com</u>		FAX <u>304-949-7380</u>
Company: _____	Representative: <u>Mike Siemiaczko</u>	PHONE _____
Rep: _____	<u>Danhill Construction</u>	TOLL _____
_____	<u>PG-Box 685</u>	FREE _____
_____	<u>Gauley Bridge, WV 25085</u>	_____
Email Address _____	Phone: <u>(304) 632-1600</u>	FAX _____
_____	Project Estimator: <u>Mike Siemiaczko</u>	_____
_____	E-mail: <u>pollockinwv@hotmail.com</u>	_____
_____	Phone: cell <u>(304) 549-4044</u>	_____

SIGN IN SHEET

Page of

Request for Proposal No. _____

PLEASE PRINT

Date: _____

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Progressive Electric</u>	<u>P.O. Box 3615</u>	PHONE <u>304-345-1253</u>
Rep: <u>Randy Rhodes</u>	<u>Char. WJ 25336</u>	TOLL FREE
Email Address: <u>RRH0259@WetWireU.com</u>		FAX <u>304 345 1256</u>
Company: <u>Master Service</u>	<u>1945 Harrison Ave</u>	PHONE <u>304 636 820 8170</u>
Rep: <u>Pat Smith</u>	<u>ELKINS WV 26241</u>	TOLL FREE
Email Address: <u>Pat @ master service corp.com</u>		FAX <u>304 636 8206</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR160000022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Electronic Specialty Company

Company



Owen S. Higgins, II Vice Pres.
Authorized Signature

June 7, 2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

SOLICITATION NUMBER: AGR160000022

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To publish drawings of the old generator to be removed and location of the new generator.

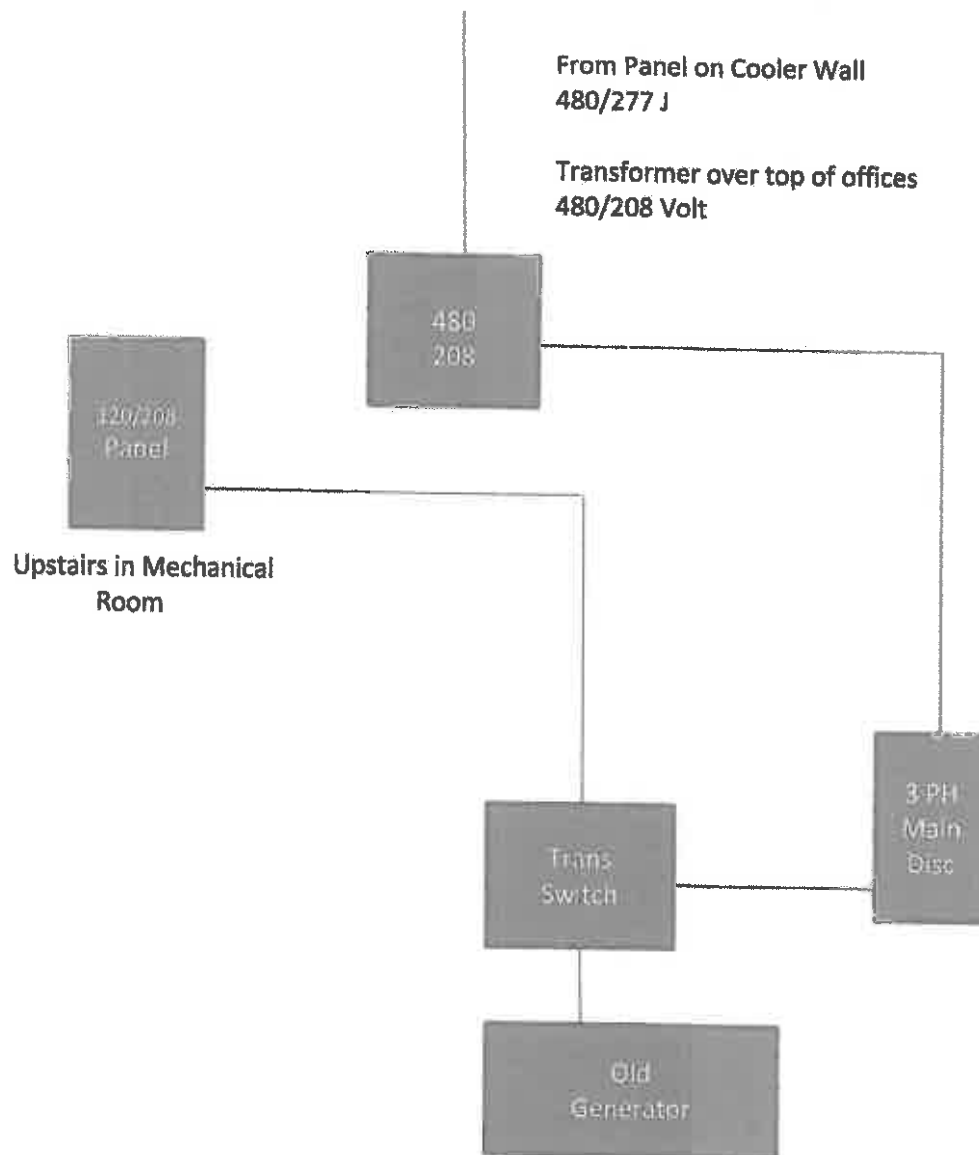
No other changes

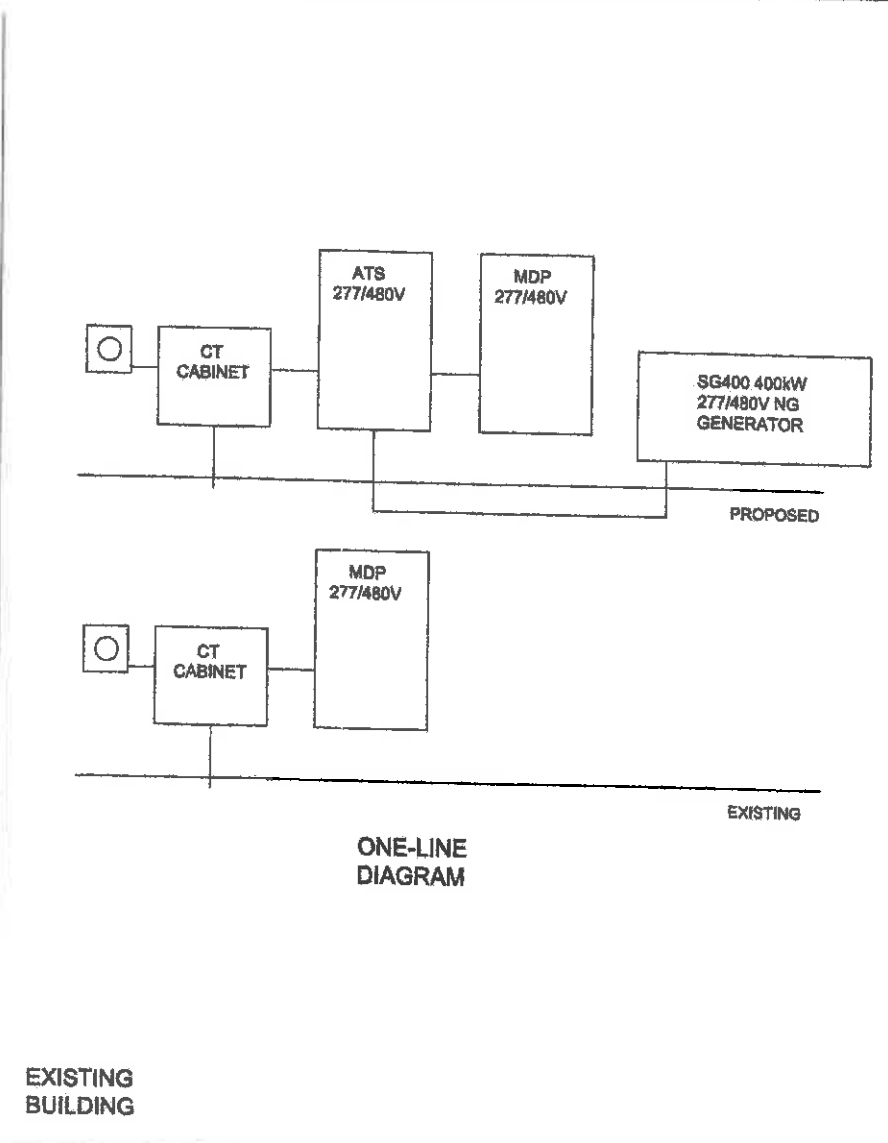
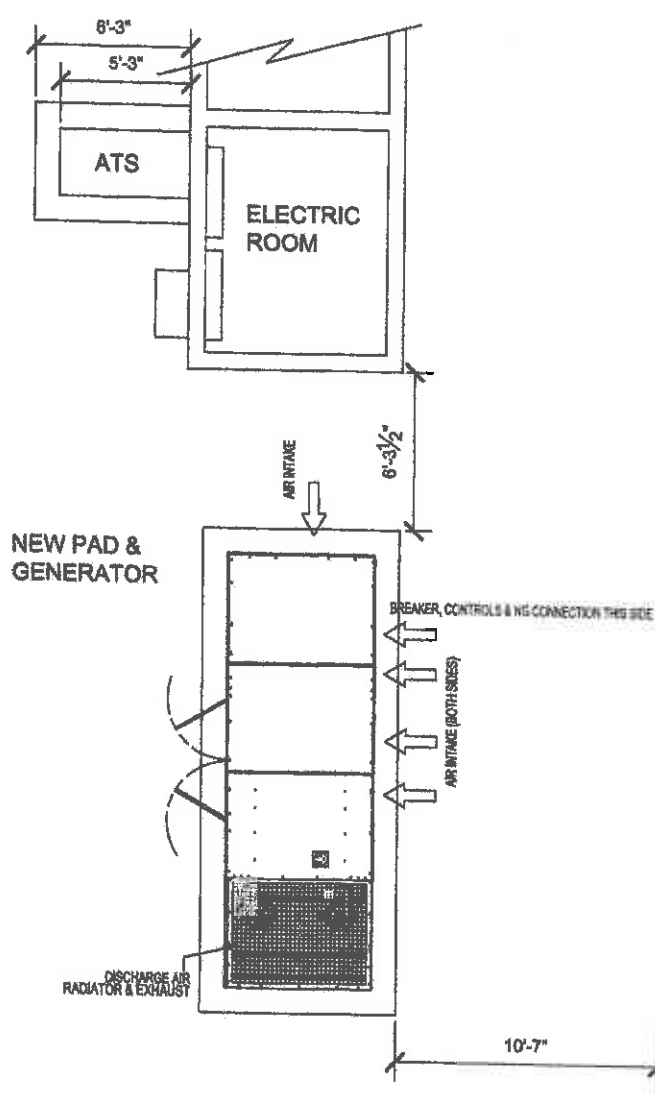
Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A





DRAWN BY: B. SWEITZER SCALE: CHECK BY: DATE: 05/05/16	PROPOSED HOME FOR WV DEPT. OF AGRICULTURE 4496 CEDAR LAKE ROAD RIPLEY, WV 25271	PLAN & ONE-LINE DRAWINGS
F-1 1 OF 1		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1600000022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Electronic Specialty Company

Company



Owen S. Higgins, II Vice Pres.

Authorized Signature

June 7, 2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

SOLICITATION NUMBER: AGR160000022
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Addendum 3 issued to publish the vendor questions and responses.

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

AGR1600000022

Installation of 400 KW Natural Gas Fueled Generator

Vendor Questions and Responses

- Q.1. What is to be demoed?
- A.1. Remove old 75kW generator, transfer switch, and wire and deliver to the Guthrie Agricultural Center, 419 Gus R. Douglass Ln, Charleston, WV 25312.
- Q.2. Can the Generator and ATS be on same concrete pad?
- A.2. No – Must be on separate pads.
- Q.3. Has anyone contacted Natural Gas Company about this project?
- A.3. Yes – The provider, Consumers Gas Utility Company, as provided documentation of the existing line (attached).
- Q.4. Has anyone contacted Power Company about this project?
- A.4. No – Not at this time.
- Q.5. How long can the facility be without power?
- A.5. Maximum of 3 hours – Depending on outside temperature at the time of the outage. Vendor must notify the agency in advance with the anticipated date and time of any outage so the necessary preparations can be made.
- Q.6. Can question deadline be extended due to not having prints available at this time?
- A.6. No – Prints were provided on May 9, 2016 via Addendum # 2.
- Q.7. What is the Amperage and Voltage on MDP?
- A.7. 1200 Amp and 480 Volts
- Q.8. When will prints be available?
- A.8. As noted in A.6. above, prints have already been made available.
- Q.9. Does Prevailing Wage apply to this Project?
- A.9. Per Item #20, PREVAILING WAGE, of the General Terms and Conditions of the CRFQ, "Vendor shall be responsible for ensuring compliance with the prevailing wage requirements and determining when prevailing wage requirements are applicable".

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Electronic Specialty Company

Signed:  _____
Owen S. Higgins, II

Title: Vice President

Date: June 7, 2016

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 Vendor Preference, if applicable.


1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Electronic Specialty Company
Date: June 7, 2016

Signed:  Owen S. Higgins, II
Title: Vice President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

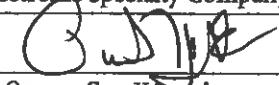
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Electronic Specialty Company

Authorized Signature:  Date: June 7, 2016
Owen S. Higgins, II, Vice President

State of West Virginia

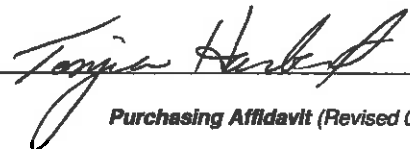
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7 day of June, 2016

My Commission expires December 30, 2019

AFFIX SEAL HERE

NOTARY PUBLIC


Purchasing Affidavit (Revised 08/01/2015)

