



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

Request for Quotation

RFQ NUMBER:
 DBSM82214

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

Tri County Electric Company, Inc.
 300 Scottsdale Avenue
 Scottsdale, Pennsylvania 15683

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT

301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/04/2008				
BID OPENING DATE: 02/13/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV SCHOOLS FOR THE DEAF AND BLIND TO INSTALL A NEW FIRE ALARM SYSTEM IN THE GYMNASIUM BUILDING LOCATED IN ROMNEY, WV.</p> <p>ATTACHMENTS: INVITATION TO BID PURCHASING AFFIDAVIT</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 01/23/2008 AT 10:00 AM AT THE WV SCHOOL FOR THE DEAF AND BLIND LOCATED AT 301 EAST MAIN STREET, ROMNEY, WV.</p> <p>FAILURE TO ATTEND THIS PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 01/25/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE X <i>Paul Murrell</i>	TELEPHONE 724-887-9110	DATE 2-8-08
TITLE Vice-President	FEIN #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		340-16	76,136.00	76,136.00
FIRE ALARM SYSTEMS EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED AND COMPLETE BY MAY 30, 2008. THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Murray* TELEPHONE: 724-887-9110 DATE: 2-8-08

TITLE: Vice-President FEIN: #55-0516747 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE X <i>Paul Monyell</i>	TELEPHONE 724-887-9110	DATE 2-8-08
TITLE Vice-President	FEIN #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE X <i>Shelly Murray</i>	TELEPHONE 724-887-9110	DATE 2-8-08
TITLE Vice-President	FEIN #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE

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

FORM OF PROPOSAL

OWNER: WV School for the Deaf and the Blind
Romney, WV

PROJECT: Gymnasium Fire Alarm Renovations, Romney, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE BID: Seventy-six thousand, one hundred thirty-six
dollars \$ 76,136.00

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

UNIT PRICES: Bidders submitting a bid must complete the following unit pricing for their contract. Refer to Specifications for more detailed description of unit prices.

Item #E1: Addressable Pull Station, 3/4" conduit or wiremold
wiring up to 100 feet length, indoor protective shield. Each \$ 835.00

Item #E2: Addressable strobe, 3/4" conduit or wiremold
wiring up to 100 feet length. Each \$ 864.00

Item #E3: Addressable ceiling mtd. smoke detector, wiring
up to 100 feet length. Each \$ 891.00

Item #E4: Addressable heat detector, 3/4" conduit or wiremold
wiring up to 100 feet length. Each \$ 867.00

Item #E5: Addressable horn/strobe, 3/4" conduit or wiremold
wiring up to 100 feet length. Each \$ 899.00

Item #E6: Control Relay, 3/4" conduit or wiremold,
wiring up to 100 feet length. Each \$ 954.00

Item #E7: Addressable weatherproof strobe, 3/4" conduit or wiremold
wiring up to 100 feet length. Each \$ 877.00

Item #E8: Addressable weatherproof horn/strobe, 3/4" conduit or
wiremold, wiring up to 100 feet length. Each \$ 888.00

Item #E9: Addressable Weatherproof Pull Station, 3/4" conduit or Wiremold, wiring up to 100 feet length, indoor protective shield.

Each \$ 863.00

RESPECTFULLY SUBMITTED:

SIGNATURE: Travis Taylor DATE: 2/12/08

NAME: Travis Taylor

FIRM NAME: Tri-County Electric, Inc.

FIRM ADDRESS: 300 Scottsdale Avenue
Scottsdale, PA 15683

Corporate Seal
if Applicable

TELEPHONE: (304) 296-7033

CONTRACT TIME: Twelve weeks

Contractor's License Number: WV 000287

The Bidder, if successful and awarded a Contract, agrees that all work is to be Substantially Complete by **May 30, 2008** based on a receipt of the Owner's written Notice to Proceed and/or Purchase Order no later than Sixty days from bid opening date. The building must be operational for occupancy for the school years with systems operational to allow Owner's use of the building. The successful Bidder shall coordinate the actual dates the school will be vacated with the Owner for construction.

The Bidder may work when the school is occupied providing the work does not interfere with the Owner's use of the school. In general work can occur in the evenings and weekends before and after school starts or in areas where the Owner makes available to the Bidder (i.e. a room at a time) to work during normal school hours.

The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no written request for interpretation was made by the Bidder prior to the bid opening.

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.



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 Scottsdale, Pennsylvania 15683

SHIP TO

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED 01/04/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 02/13/2008		BID OPENING TIME: 01.30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS. :					
	NO. 1	.....	X	.....	
	NO. 2	.....	X	.....	
	NO. 3	.....	X	.....	
	NO. 4	.....	X	.....	
	NO. 5	.....	X	.....	
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					
	x	<i>Paul Mungell</i>			SIGNATURE	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE ix <i>Paul Mungell</i>	TELEPHONE 724-887-9110	DATE 2-8-08	
TITLE Vice-President	FEIN #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	Tri County Electric Company, Inc.			COMPANY		
	February 8, 2008			DATE		
	REV. 11/96					
	CONTRACTORS LICENSE					
	WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.					
	WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.					
	BIDDER TO COMPLETE:					
	CONTRACTORS NAME: Tri County Electric Company, Inc.					
	CONTRACTORS LICENSE NO.: #WV000287					
	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT					
	APPLICABLE LAW					
	THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE X <i>Paul M. M...</i>	TELEPHONE 724-887-9110	DATE 2-8-08
TITLE Vice-President	FAX #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SLM / FILE B1</p>						

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				BID OPENING DATE:		02/13/2008
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- 304- 296-7937 -----		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				----- Travis Taylor -----		
				***** THIS IS THE END OF RFQ DBSM82214 ***** TOTAL:		
						<u>76,136.00</u>

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SIGNATURE <input checked="" type="checkbox"/> <i>Paul Monzell</i>	TELEPHONE 724-887-9110	DATE 2-8-08
TITLE Vice-President	FEIN #55-0516747	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia

School for the Deaf and the Blind
Gymnasium Fire Alarm Renovations**INVITATION TO BID**

West Virginia Schools for the Deaf and the Blind located in Romney, WV invites proposals to provide all Work, including but not limited to labor, material, equipment supplies and transportation for:

West Virginia Schools for the Deaf and the Blind
301 East Main Street
Romney, WV 26757

**BID PACKAGE
FOR
FIRE ALARM UPGRADES FOR GYMNASIUM BUILDING**

All Bids must be submitted in accordance with the Specifications and Construction Drawings dated October 15, 2007. Construction Drawings may be obtained from:

ZDS DESIGN/CONSULTING SERVICES
91 SMILEY DRIVE
ST. ALBANS, WV 25177
Phone (304) 755-0075
Fax (304) 755-0076

Bidders and material suppliers may obtain a set of Specifications and Construction Drawings with a \$75.00 non-refundable fee paid for each set. UPS ground shipping is included in this fee. Checks shall be made payable to ZDS Design/Consulting Services. Only complete sets will be issued.

If the bidder finds discrepancies in, or omissions from the Drawings, Proposal Form, or Specifications, or if he is in doubt as to meaning, he should at once notify the Engineer who will send written instruction to all bidders. **The Engineer will not be responsible for any oral instructions.** No interpretation, oral or written, will be issued by the Engineer during the last 5 (five) days of the bidding period.

Sealed Bids will be received for the West Virginia Schools for the Deaf and the Blind at the location and time as specified in advertisement in accordance with the Instructions to Bidders and the Supplementary Instructions to Bidders. Provide copies as required.

A Mandatory Prebid Meeting is scheduled for:

Date: *As specified in Advertisement
Time: *As specified in Advertisement
Place: West Virginia Schools for the Deaf & the Blind
*As specified in Advertisement

Room: *As specified in Advertisement

Attendance is **mandatory**. The Bidders will go to the West Virginia Schools for the Deaf and the Blind the initial meeting to verify site conditions. All Prime Bidders **MUST** attend the prebid meeting and follow-up site walk-through to familiarize themselves with the Project location, site conditions and other relevant information. Any Prime Bidder who fails to attend the Prebid Meeting will cause that Bid to be disqualified.

END OF SECTION 00100

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.


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

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

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

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

Vendor's Name: Tri County Electric Company, Inc.

Authorized Signature: x  Date: February 8, 2008
Vice-President

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

NON-COLLUSION AFFIDAVIT

TO: SCHOOLS FOR THE DEAF AND THE BLIND, OWNER

IN THE STATE OF WEST VIRGINIA

The undersigned bidder, by its officers, agents, or representatives, being duly sworn, on their oaths say that neither they nor any of them, have, in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the **State of West Virginia** or **West Virginia Schools for the Deaf and the Blind** whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

Michael Mongell

(Bidder or Agent)

For: TRI-COUNTY ELECTRIC CO., INC.

(Firm or Corporation)

Subscribed and sworn to before me by Michael Mongell,

this 07th day of February ~~19~~ 2008.

My commission expires _____
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lynn Marie Brucker, Notary Public
Scottdale Boro, Westmoreland County
My Commission Expires June 7, 2011

Lynn Marie Brucker
(Notary Public)
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lynn Marie Brucker, Notary Public
Scottdale Boro, Westmoreland County
My Commission Expires June 7, 2011
Member, Pennsylvania Association of Notaries



CNA Plaza, Chicago IL 60685-0001

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we **Tri County Electric Co., Inc.**, Principal,
300 Scottdale Avenue, Scottdale, Pennsylvania 15683
and **Western Surety Company, 101 S. Phillips Ave., Sioux Falls, South Dakota 57117**, Surety, are held and firmly bound

unto **"STATE OF WEST VIRGINIA"**, Obligee,

in the sum of **Five Percent (5%) of Amount Bid**
Three thousand, eight hundred and seven Dollars (**\$ 3,807.00**),
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract
for **Hampshire Co., WV - WV Schools for the Deaf & Blind**
Bid: February 13, 2008 - RFQ #DBSM82214

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligee; or if
Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed, and dated this **8th** day of **February**, **2008**

Michael Kyzel
Asst. Secretary

TRI COUNTY ELECTRIC CO., INC.
Principal

By: *Paul Monzelle* (Seal)
Vice-President

WESTERN SURETY COMPANY
Surety

Lynn Brucker
Witness

By: *Kathleen A. Barrick* (Seal)
Kathleen A. Barrick, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Yvonne A Clark, Donald L De Furio, Joseph J Korpa, Kathleen A Barrick, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of November, 2003.



WESTERN SURETY COMPANY

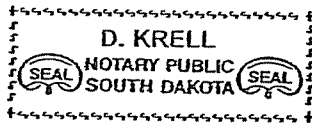
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of November, 2003, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2008



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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