



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

# Request for Quotation

BID NUMBER  
**ISCL0048**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO A PORTION OF  
**KRISTA FERRELL**  
**304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

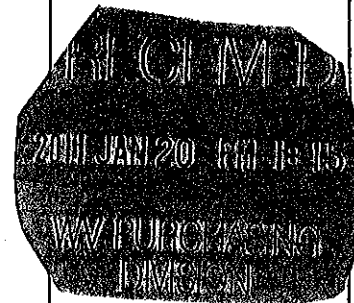
City Electric Company  
 P.O. Box 6550  
 Charleston WV, 25362

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		287-54		\$ 134,900.00
<p>THREE PHASE UNINTERRUPTIBLE POWER SUPPLY</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE AND INSTALL ONE (1) NEW LEIBERT SERIES 80KVA NX THREE PHASE UNINTERRUPTIBLE POWER SUPPLY, MODEL 38SA081A0A00 (OR EQUAL) PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, DECEMBER 22, 2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>NOTICE TO PROCEED: THE INSTALLATION OF THE EQUIPMENT SHALL BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE RECEIVED PURCHASE ORDER SHALL SERVE AS THE NOTICE TO PROCEED.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Chris Whitbeck</i>	TELEPHONE 304-345-6150	DATE 1-20-2011	
TITLE <i>Estimator</i>	FEIN 55-0608144	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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  
 ISCL0048

PAGE  
 2

ADDRESS CORRESPONDENCE ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR RESPONSE

RFQ COPY

TYPE NAME/ADDRESS HERE

City Electric Company  
 P.O. Box 6550  
 Charleston WV, 25362

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: 01/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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**NOTICE**

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: KRISTA FERRELL-FILE 21

RFQ. NO.: ISCL0048

BID OPENING DATE: 01/12/2011

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-345-6151

CONTACT PERSON (PLEASE PRINT CLEARLY): Chris Whitlock

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Whitlock</i>	TELEPHONE 304-345-6150	DATE 1-20-2011
------------------------------------	---------------------------	-------------------

TITLE <i>Estimator</i>	FEIN 55-0608144	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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# Request for Quotation

RFQ NUMBER  
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PAGE  
 3

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

City Electric Company  
 P.O. Box 6550  
 Charleston WV, 25362

SUPPLIER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: 01/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
Chris Whitlock						
***** THIS IS THE END OF RFQ ISCL0048 *****						TOTAL: \$134,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Chris Whitlock TELEPHONE 304-345-6150 DATE 1-20-2011

TITLE Estimator FEIN 55-0608144 ADDRESS CHANGES TO BE NOTED ABOVE

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

## **West Virginia office of Technology Request for Quotation (RFQ)**

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

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

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

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

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

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

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

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

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

- Two (2) External Battery Cabinet(s) model number: 38BP120XWX1BNS or equal
- Battery Cabinets are shipped separately and include side panels.
  - Battery interconnect cable kit type: Left Side of UPS
  - Battery Cabinet cable kits include DC wiring as well as control interface wiring.

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

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

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

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

## **ADDITIONAL SERVICES TO BE PROVIDED BY THE VENDOR**

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

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

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

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

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

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

### **INSTALLATION ADDRESS**

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

### **HOURS OF WORK**

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

### **PERSONNEL**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **CONDUCT AND MANAGEMENT**

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

## **SMOKE FREE / DRUG FREE / ALCOHOL FREE**

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

## **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

## **METHOD OF PAYMENT / COMPENSATION**

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

## **SUPPORT**

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



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

Total Cost Quote: \$ 134,900.<sup>00</sup>

Chris Whitlock  
Print Name

Chris Whitlock / Estimator  
Signature/ Title

City Electric Company  
Vendors Name



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

# Request for Quotation

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 ISCL0048

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

City Electric Company  
 P.O. Box 6550  
 Charleston WV, 25362

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/22/2010				

BID OPENING DATE: 01/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ADD A MANDATORY PRE-BID MEETING PER THE ATTACHED		
				2.) EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS FROM		
				DECEMBER 22, 2010 TO JANUARY 10, 2010 AT THE CLOSE		
				OF BUSINESS.		
				3.) EXTEND THE BID OPENING DATE FROM JANUARY 12, 2011		
				TO JANUARY 20, 2011 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	EA		287-54		
				THREE PHASE UNINTERRUPTIBLE POWER SUPPLY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Chris Whitlock* TELEPHONE 304-345-6150 DATE 1-20-2011

TITLE Estimator FEIN 55-0608144 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
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15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

To add the following language:

A mandatory pre-bid meeting will be held on Wednesday, January 5, 2011 at 11:00 am at the agency's location at the Disaster Recovery Center located at 89 Richard D. Munnich Drive in Sutton, WV. Interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in the disqualification of the bid. No one person may represent more than one bidder.

An attendance sheet will be made available for all potential bidders to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in disqualification of the bid. The State will not accept any other documentation to verify attendance. The bidder is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the State agency will not assume any responsibility for a bidder's failure to complete the pre-bid attendance sheet. In addition, we request that all potential bidders include their e-mail address and fax number.

All potential bidders are requested to arrive prior to the starting time for the pre-bid. Bidders who arrive late, but prior to the dismissal of the technical portion of the pre-bid will be permitted to sign in. Bidders who arrive after the conclusion of the technical portion of the pre-bid will not be permitted to sign the attendance sheet.



State of West Virginia  
 Department of Administration  
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# Request for Quotation

RFQ NUMBER
ISCL0048

PAGE
1

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

VENDOR

City Electric Company  
 1219 Pennsylvania Ave  
 Charleston WV 25302

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/10/2011				

BID OPENING DATE: 01/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) PROVIDE CLARIFICATION AS STATED BELOW,		
				"THE ISOLATION TRANSFORMER MUST BE SUPPLIED BY THE VENDOR AS STATE IN THE PRE-BID CONFERENCE ON 01/05/2011."		
				3.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION, ISCL0048.		
				BID OPENING DATE REMAINS: 01/20/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	EA		287-54		
				THREE PHASE UNINTERRUPTIBLE POWER SUPPLY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Chris Whiduck</i>	304-345-6150	1-20-2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Estimator	55-0608144	

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

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ISCL0048

Date: January 5 2011

Project Description: Three Phase Uninterruptible Power Supply

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Vericon  
 Firm Address: 827 Fairmond Rd  
 Suite 205  
 Montgomery, MD 20851  
 Representative Attending: Lawrence Host  
 Phone Number: 301-287-0502  
 Fax Number: 301-287-0500  
 Email Address: lawrence.host@vericonbusiness.com

Firm Name: System Packaging (USA) Inc  
 Firm Address: 515 Pegasus Ct  
 Suite D  
 Hickory MD 21044  
 Representative Attending: Charles Davis  
 Phone Number: 410-671-9601  
 Fax Number: (410) 671-9608  
 Email Address: Charles@system.com

Firm Name: Hickman Electric Corp  
 Firm Address: 201 N Oak St  
 Suite 101 21601  
 Representative Attending: Rodney I. Hickman  
 Phone Number: 304-765-5176  
 Fax Number: 304-765-5886  
 Email Address: rhickman@electriccorp.com

Firm Name: Market Service And Atlanta  
 Firm Address: PO Box 2017  
 Elmore WA 20011  
 Representative Attending: Pat Smith  
 Phone Number: 304-636-8170  
 Fax Number: 304-636-8200  
 Email Address: pat@msa.com

Firm Name: Adri-Zet Electronics  
 Firm Address: 103 Schuler Rd  
 Suite 105  
 Cal, OH 43721  
 Representative Attending: Michael Reagon  
 Phone Number: 614-864-7507  
 Fax Number: 614-318-0897  
 Email Address: mreagon@adrizet.com

Firm Name: Alison & Barry  
 Firm Address: 101 Spidway Drive  
 St Albans VT 05478  
 Representative Attending: Cara Bader-John  
 Phone Number: 304-561-8703  
 Fax Number: 304-755-4010  
 Email Address: carab@alisonandbarry.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ISCL0048

Date: January 5, 2011

Project Description: Three Phase Uninterruptible Power Supply

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Kessler Electric</u>
Firm Address:	<u>2315 Willow Ave Rt 4 PA 15235</u>
Representative Attending:	<u>Chris Kessler</u>
Phone Number:	<u>412-344-6707</u>
Fax Number:	
Email Address:	<u>ckessler@kesslerelectric.com</u>

Firm Name:	<u>Santa Charleston Elec</u>
Firm Address:	<u>High "F" Street So. Charleston WV</u>
Representative Attending:	<u>Danny Vaughan</u>
Phone Number:	<u>724-83803</u>
Fax Number:	
Email Address:	

Firm Name:	<u>City Electric Company</u>
Firm Address:	<u>1219 Paradise Valley Ave Charleston WV 25302</u>
Representative Attending:	<u>Chris Winfield</u>
Phone Number:	<u>304-245-6150</u>
Fax Number:	<u>winfield@cityelectricsv.com</u>
Email Address:	

Firm Name:	<u>IBM</u>
Firm Address:	<u>145 Summers St. Charleston WV</u>
Representative Attending:	<u>Michael Tempel</u>
Phone Number:	<u>Ball Tempel 304 754 7669</u>
Fax Number:	
Email Address:	<u>mpempel@us.ibm.com</u>

Firm Name:	<u>Office of Register Board</u>
Firm Address:	<u>Capital Complex Charleston WV</u>
Representative Attending:	
Phone Number:	<u>304 957-3102</u>
Fax Number:	
Email Address:	<u>Tom R. Bryant @ Gov. Col.</u>

Firm Name:	<u>WVDT</u>
Firm Address:	<u>Capital Complex Charleston WV 25308</u>
Representative Attending:	<u>Brian Post</u>
Phone Number:	<u>304-957-8285</u>
Fax Number:	<u>304-558-1444</u>
Email Address:	<u>Brian.S.Post@wv.gov</u>

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 15CL0048

Date: January 5 2011

Project Description: Three Phase Uninterruptible Power Supply

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Power Systems Engineering  
 Firm Address: 1401 W. 11th St  
 Charleston WV  
 Representative Attending: Frank Koush  
 Phone Number: 304-241-1113  
 Fax Number: 304-241-1116  
 Email Address: Frank@pseng.com

Firm Name: Office of Technology / OSD  
 Firm Address: Bldg. 5, 10th Floor  
 Charleston  
 Representative Attending: Rob Morouse  
 Phone Number: 304-257-8157  
 Fax Number:  
 Email Address: Robert.A.Morouse@wv.gov

Firm Name: Donald Electric  
 Firm Address: P.O. Box 2126  
 Ches. W. Va.  
 Representative Attending:  
 Phone Number: 304-204-413  
 Fax Number: 304-204-1116  
 Email Address: Phone 330001 call

Firm Name: WVOT  
 Firm Address: Bldg. 5, 10th Floor  
 Charleston, WV 25305  
 Representative Attending: Linda Harper  
 Phone Number: 304-957-6837  
 Fax Number:  
 Email Address: Linda.B.Harper@wv.gov

Firm Name: American Power Line  
 Firm Address: P.O. Box 3241  
 S. CHARLESTON WV  
 25303  
 Representative Attending: LEONARD VANDER  
 Phone Number: 304-546-1177  
 Fax Number: 304-546-2425  
 Email Address: LEONARD.VANDER@APLINC.COM

Firm Name:  
 Firm Address:  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

D...o



**ADDENDUM # 2,  
TECHNICAL QUESTIONS AND ANSWERS  
RFQ#: ISCL0048**

- Q1. Does the state have standard dock facilities and equipment to off load heavy pallets from a large truck or will inside delivery be required?
- A. NO, truck with its own lift is necessary.
- Q2. If inside delivery is required, please provide detailed information regarding any obstacles that will need to be negotiated, such as stairs or narrow doorways less than 36" wide. If inside delivery is required, please provide the approximate distance from where the requested equipment will be off loaded and the final delivery location. Please elaborate about any possible difficulties in moving the equipment inside the building.
- A. No stairs. On first floor, approximately 150 Feet from off load to final delivery.
- Q3. This RFQ request installation of one new Liebert Uninterruptible Power Supply. If installation of this equipment by a licensed electrician is required, I will need to schedule a site visit to determine length of run of wire, conduit and obtain other logistic parameters. Can you provide me with this site contact name and phone number so I can schedule this visit?
- A. Pre-bid conference 01/05/2011.
- Q4. If site visit is not possible, can you provide me with an approximate distance between the governments input electrical panel that will feed the new UPS and the location where this UPS will be installed. Also, I need an approximate distance between the output distribution panel and the location where the new UPS will be installed.
- A. Pre-bid conference 01/05/2011.

- Q5. What is ability to offload this ups and equipment? (Tractor high loading dock street level, etc.)
- A. No loading dock.
- Q6. Able to take equipment to final location using elevators? Pallet jack available?
- A. No elevator needed. No pallet jack available. On first floor, approximately 150 Feet from off load to final delivery.
- Q7. Existing wiring sufficient for new equipment?
- A. Can be seen at pre-bid conference 01/05/2011.
- Q8. Is there an existing ups unit to remove? Disposal needed?
- A. No existing equipment installed at this location, everything will need to be installed new.
- Q9. Ship to address on RFQ not same as install site at Sutton. What is delivery location? Delivery location will be
- A. BRAXTON TECHNOLOGY CENTER, 89 Richard D. Minnich Dr., Sutton WV 26601.
- Q10. A site visit would be very desirable.
- A. Site visit 01/05/2011.
- Q11. Are there building drawings available? If not:
- A. Brochure attached with pictures of the building and 2<sup>nd</sup> floor plan, not to scale.
- Q12. What is the existing doorframe sizing?
- A. Standard 6'X6' 8" doors.

Q13. How new/old is the building?

A. Constructed 2006.

Q14. General construction; walls, ceilings, etc.?

A. In what location of the building.

Q15. What floor is the "data center" on?

A. First floor.

Q16. What floor is the service entrance and/or the power for this new UPS on?

A. In the same room.

Q17. How far from the power to the UPS?

A. Around 10 feet.

Q18. Is the available power 480v or 208v?

A. 208v.

Q19. Is there a loading dock?

A. No.

Q20. Is the data center on the same level as the loading dock?

A. There is no loading dock.

Q21. If not; is there an adequate elevator to get the UPS to the floor of the data center?

A. The Data Center is on the first floor, ground level.

Q22. Does the DC have ramp access?

A. See above questions.

Q23. Will we need to protect existing floors during delivery?

A. Any damage to the building caused by the contractor installing this UPS will be responsible for repairs.

Q24. Will rigging be required?

A. That is up to the Contractor.

Q25. Can WV provide a one-line of the existing/proposed system?

A. Do not understand this question.

Q26. Are we replacing an existing UPS system or is this an additional system?

A. New Install.

Q27. If WV has an existing system for the UPS to tie into, should IBM include configuration of that system on that existing system?

A. New System, new install.

Q28. Are there existing panels/loads to refeed?

A. The Main Output Panel is already installed and must be feed.

Q29. Other than electrical panels that may need to be re-fed, are there dedicated circuits already provisioned for the UPS and if so, what age?

A. NO.

Q30. WV will coordinate all genset phasing and grounding issues?

A. This is part of the UPS Installation, contractor's responsibility.

Q31. Will IBM be responsible for EPO tie-in?

A. IBM has nothing to do with installation.

Q32. Will an onsite load bank be required?

A. NO.

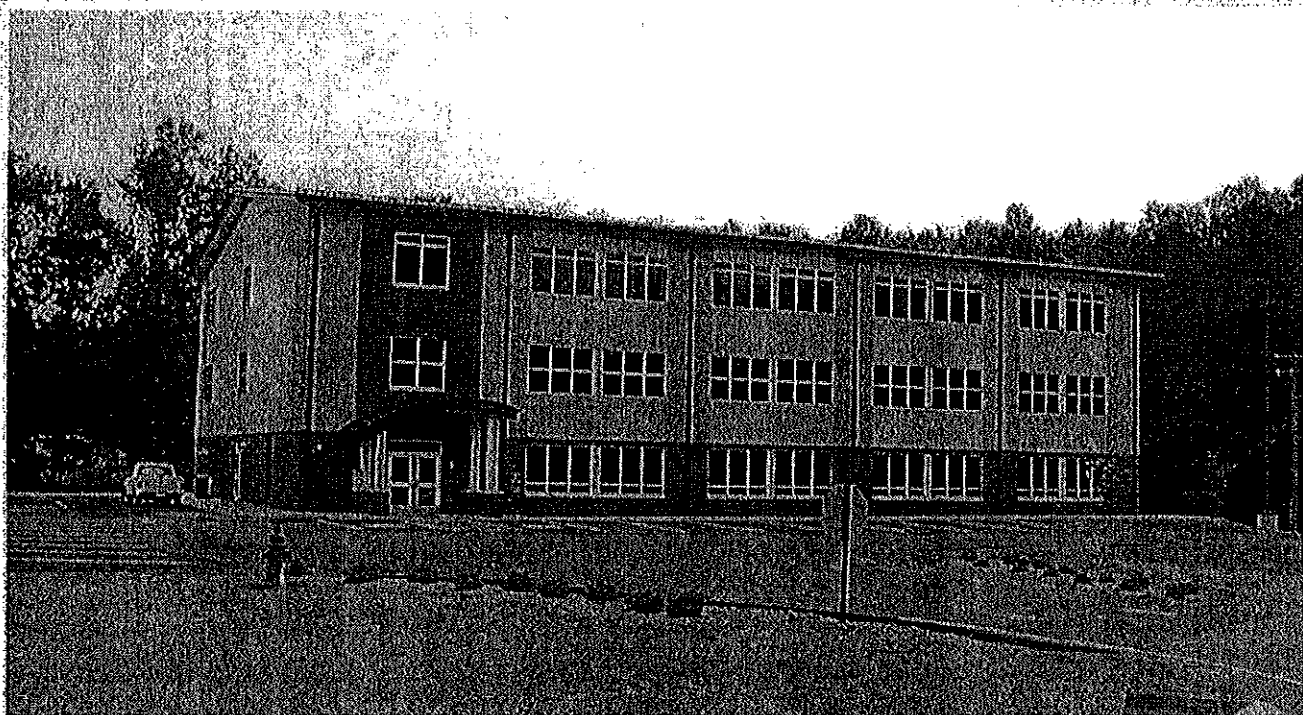
Q33. What is WV's preference for installation? (day or weekend?)

A. Days.

Q34. Since the UPS is 80/120kva does WV plan to expand to 120kva?

A. Maybe at a later date.

## AVAILABLE SPACE BRAXTON TECHNOLOGY CENTER



### LOCATION

Address: 89 Richard D. Minnich Drive  
Sutton, WV 26601

Zoning: None

County: Braxton

### SIZE

Total Square Feet Available: 4,579

Number of Floors: 3

Available Square Feet per Floor: 1st Floor: 0  
2nd Floor: 4,579  
3rd Floor: 0

Will Owner Subdivide Space? Yes

Acreage: 4

### SPECIFICATIONS

Former Use of the Building: New Construction

If Former Call Center, how many Work Stations: N/A

Broadband Service Available: Verizon and Fibernet  
provide fiber to the building

Proximity to Point of Presence (POP): Adjacent to  
building

Number of Parking Spaces: 61

Redundant Power Supply: Backup generator & UPS

Redundant Telephone Service: Yes

Security System Installed: Yes

Sprinkler System Installed: Yes

Date of Construction: 2006

Elevators: One passenger

### Handicap Accessibility:

Restrooms: Yes

Ramping: Yes

HVAC System: Forced Air, Carrier Heat Pumps, Gas  
Furnace

Build-Out Required: Yes, Part of 1st Floor, All of 2nd &  
3rd Floors

Ceiling Height: 8' 1st Floor

Flood Zone: None

Annual Taxes:

### UTILITIES

Electricity: Allegheny Power

Gas: Dominion

Water: Flatwoods Canoe Run PSD

Sewer: Flatwoods Canoe Run PSD

Telephone: Verizon, Fibernet, Micrologic Inc.

### FOR SALE/LEASE

Lease Rate: \$18.00/sf/year, negotiable depending on  
build-out, all inclusive, except telephone service; 3-year  
lease

Availability: Immediate

### FOR FURTHER INFORMATION CONTACT

Terrill Ellis:

Braxton County Development Authority

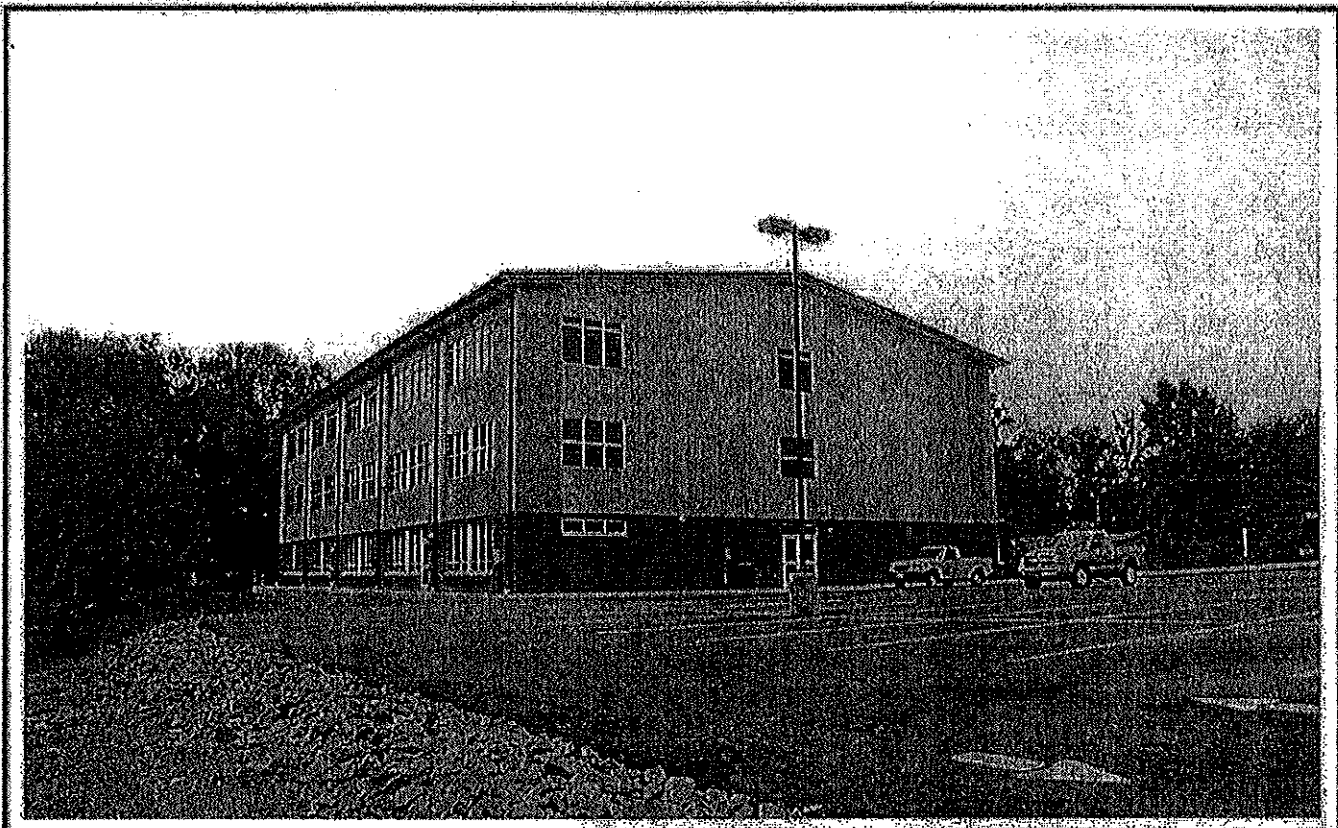
PO Box 486

Sutton, WV 26601

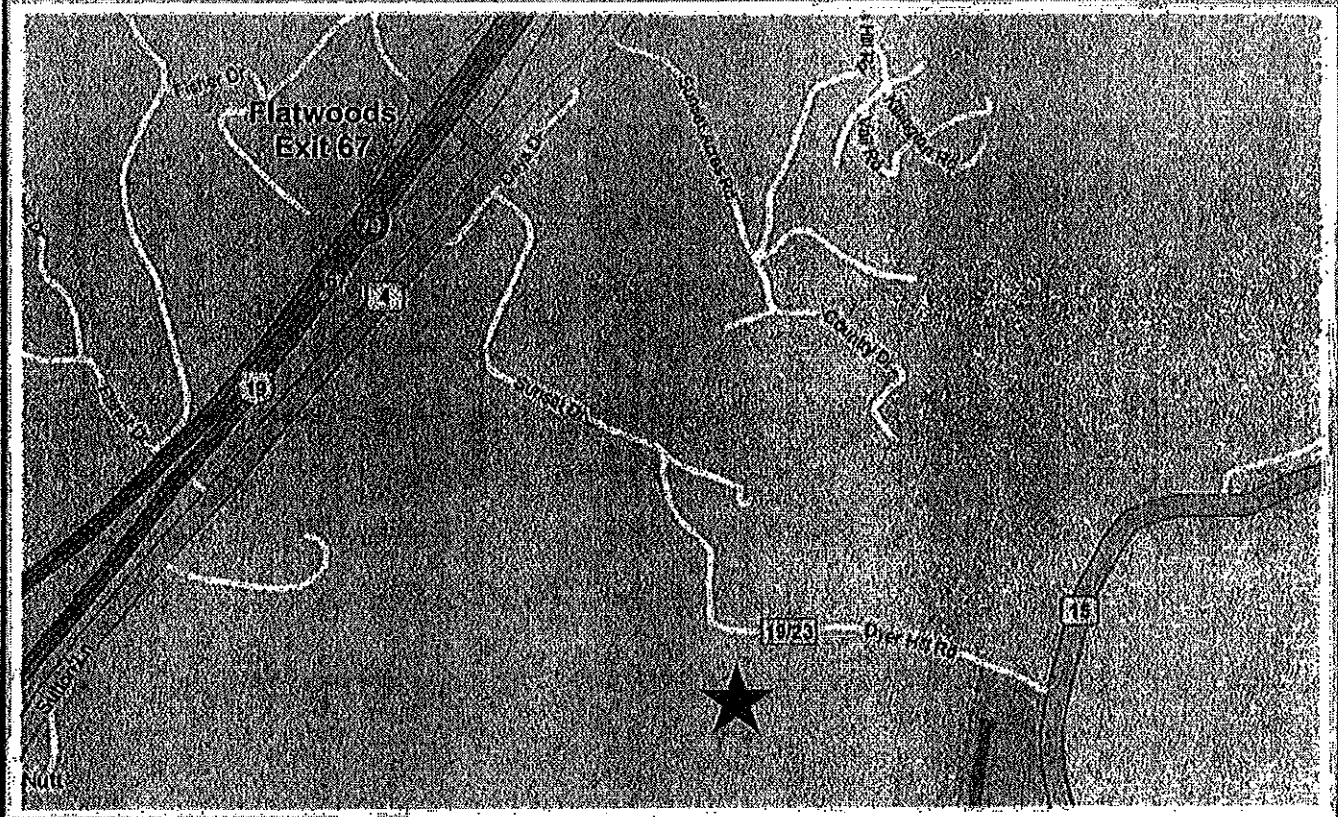
Phone: (866) 832-3535

Fax: (304) 342-1689

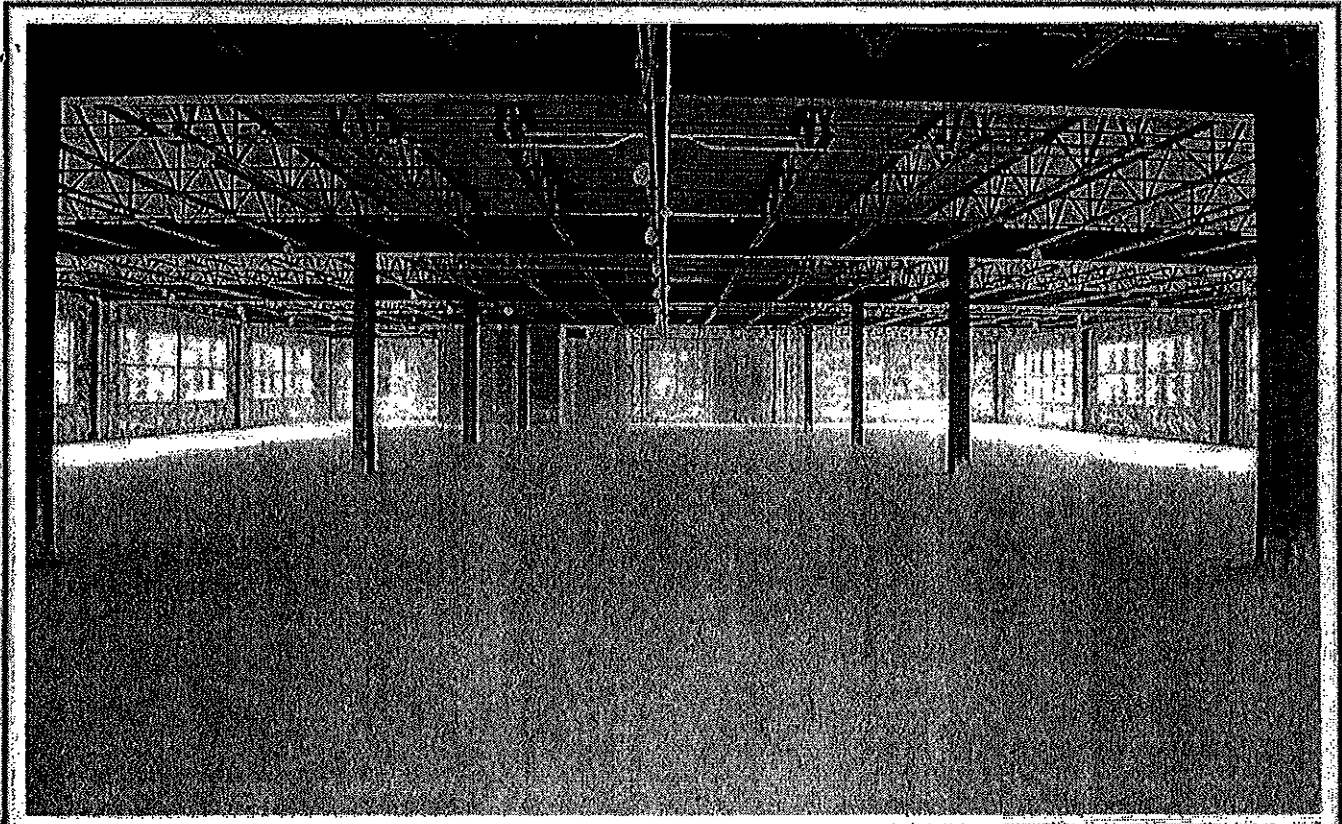
Email: tbeassoc@aol.com



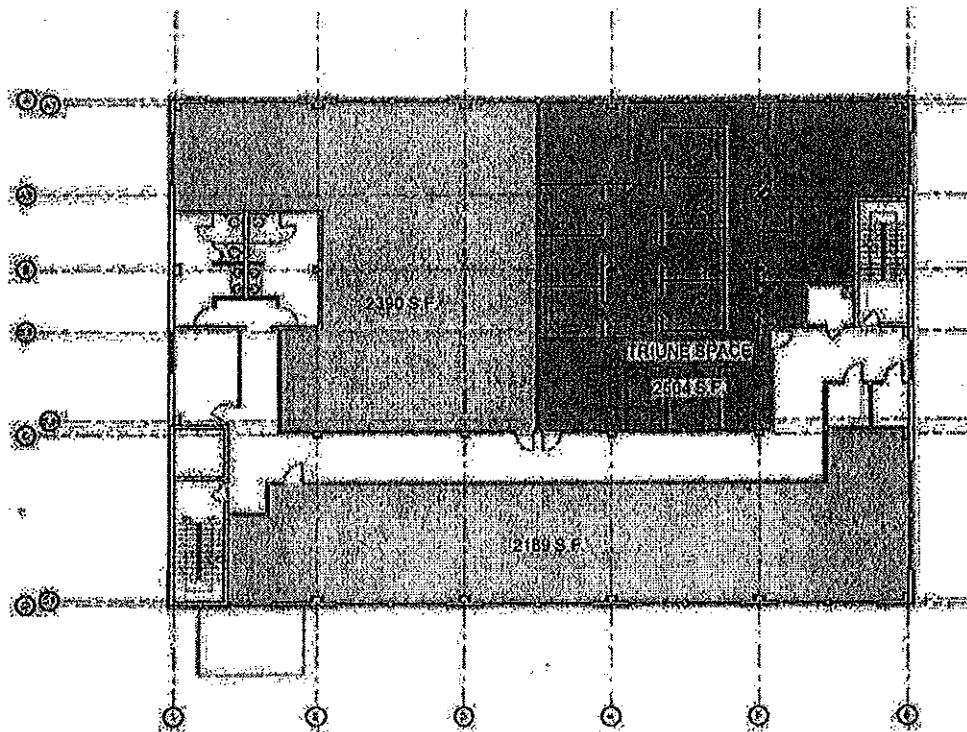
REAR OF BUILDING SHOWING PARKING LOT



SUTTON, WEST VIRGINIA



2ND FLOOR (4,579 SQ. FT. AVAILABLE)



2ND FLOOR PLAN (NOT TO SCALE)



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Electric Company  
of Charleston, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, 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  
RFQ ISCL0048 Uninterruptible Power Supply for Disaster Recovery Center - 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 Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
20th day of January, 2011.

Principal Corporate Seal

City Electric Company  
(Name of Principal)  
By: [Signature]  
(Must be President or  
Vice President)  
Alan Myres President  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)  
By: [Signature]  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$\*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature] Daniel P. Aguilar, Vice President

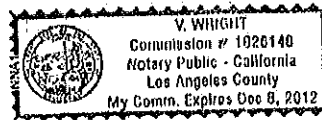
State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of January, 2011.

Corporate Seals



[Signature] Jeannie J. Kim, Assistant Secretary

Bond No. B2D Agency No. 12116

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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: CITY ELECTRIC CO. Signed: Chris Jones
Date: 1/20/2011 Title: VICE-PRESIDENT

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. FSC L0048

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**West Virginia Code §6A-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 exceeds 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: City Electric Company

Authorized Signature: Chris Whitlock Date: 1-20-2011

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of January, 2011.

My Commission expires July 23, 2020.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Kelli Myres

