



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
S0S75108

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

SECRETARY OF STATE
BUILDING 1, ROOM 157K
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0770 558-6000

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/01/2007				

BID OPENING DATE: **11/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		287-54		
UNINTERRUPTABLE POWER SUPPLY TO FURNISH AND INSTALL A CENTRALIZED UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS SYSTEM) PER THE ATTACHED SPECIFICATIONS A MANDATORY ON-SITE PRE-BID WILL BE HELD IN THE GOVERNOR'S CONFERENCE ROOM OF THE MAIN CAPITOL BLDG. AT 10:00 AM ON 11/14/07. FAILURE TO ATTEND THE PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON CAN REPRESENT MORE THAN ONE BIDDER. WRITTEN QUESTIONS MAY BE SUBMITTED NO LATER THAN 4:00 PM ON 11/16/07 BY EITHER FAX OR E-MAIL TO: RON PRICE E-MAIL: RPRICE@WVADMIN.GOV FAX: 304-558-4115 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT, A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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



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				<p>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.</p> <p>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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. 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,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE</p>		

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3.						
<p>NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT</p>						

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<p>OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF</p>						

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<p>THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF 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</p>						

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<p>PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL</p>						

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<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

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<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p>						

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<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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: RP-41</p> <p>REQ. NO.: SOS75108</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ SOS75108 ***** TOTAL: _____</p>						

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



**West Virginia Secretary of State
Request for Quotation
Uninterruptible Power Supply Project**

UNITERRUPTIBLE POWER SUPPLY PROJECT

PART 1 - GENERAL INFORMATION

1.1 Purpose:

The West Virginia Secretary of State (WV-SoS) has initiated a Server Room Upgrade Project and has identified the need for a centralized Uninterruptible Power Supply System (UPS System) to support its server hardware that will be relocated to room MB-44 of the State Capitol within the next four (4) to six (6) weeks.

This project will involve the purchase of hardware and the necessary services to install and configure the hardware, along with training WV-SoS staff to operate and manage the UPS System.

1.2 Location:

WV-SoS is located at State Capitol Complex, Building 1, Suite 157-K, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305.

1.3 Supporting Documents:

The WV-SoS has attached the following documents:

- WV-SoS Hardware, which provides a list of the hardware to be supported by the UPS System.
- Building One MB 44; a floor plan for the new server room that provides placement locations for the UPS System and other hardware.
- Architectural Plan; a drawing of how the new server room will be laid out within room MB 44.
- Electrical Plan; a drawing of the electrical layout for room MB 44.

1.4 WV-SoS Contacts:

Beth Ann Surber, Chief Information Officer
phone: (304) 558 – 6000 e-mail: bsurber@wvsos.com

Raymond Goings, System Administrator
phone: (304) 558 – 6000 e-mail: rgoings@wvsos.com

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PART 2 - PROJECT SPECIFICATIONS

2.1 General Requirements:

- Develop a timeline for the UPS System Project;
- Identify the components of the Uninterruptible Power Supply and the appropriate add-on components to meet the requirements detailed in this Request for Proposal;
- Deliver the UPS System;
- Install the Uninterruptible Power Supply;
- Conduct an Operational Trial;
- Evaluate the results of the Operational Trial and any information that might be collected during the installation;
- Train the WV-SoS on the proper use of the Uninterruptible Power Supply; and
- Provide all required documentation, including warranty and extended service documents.

2.2 Scope of Work:

2.2.1 Develop

The Vendor is to develop a timeline for the project, based on the date that the Vendor is awarded the contract for this project. Given that the award date will not be known to the Vendor until after the contract is awarded, the timeline should provide a discussion of any variables that might effect adversely affect the information included in the timeline.

At minimum, the timeline is to include the following information:

- The delivery “lead time” in weeks. How long it will take the OEM to manufacture the UPS System and deliver it to the Vendor for installation?
- Installation Start Date
- Installation End Date / Operational Trial Start Date
- Operational Trial End Date
- Staff Training Dates
- Go Live Date

The WV-SoS expects the project to be completed within one hundred twenty days (120) days from the award date of the contract. The Vendor proposal is to clearly identify any factors that may delay the project’s completion.

Once the contract is awarded, the Vendor has the obligation to immediately notify the WV-SoS of factors that arise during the project, that will delay its completion.

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2.2.2 Identify

The Specifications and Operational Requirements (section 2.3) are to be used by the Vendor, as a basis for selecting the appropriate Uninterruptible Power Supply and required add-on components.

2.2.3 Deliver

The Vendor must coordinate the delivery of the UPS System with the WV-SoS in advance and include the delivery schedule in the Project Plan. Failure to provide proper advance notice may result in the delivery being refused; in which case, the Vendor shall be responsible for all additional charges incurred.

Delivery is to occur during normal business hours, Monday through Friday, 8:30 AM to 5:00 PM.

The UPS System is to be delivered to:

West Virginia Secretary of State
State Capitol Complex, Building 1, MB-44
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

Room MB-44 is to be accessed via the West Dock of Building 1.

All deliveries, regardless of routing, must be sent "Adult signature required" and signed for by an authorized member of the WV-SoS.

Realizing that it is a common practice for some Vendors to pre-configure equipment prior to installation, the Vendor may have the equipment shipped directly to their technical staff for this purpose. However, the Vendor is responsible for the proper storage and handling, and all transportation costs related to having the UPS System delivered to the State Capitol Complex, as detailed above.

It is the Vendor's responsibility to ensure that the equipment is on-site at the scheduled time of installation.

2.2.4 Install

The UPS System will be installed in the new WV-SoS Server Room. The installation will include making all the necessary connections for the UPS System to be fully operational once the installation is complete.

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2.2.4.1 *Scheduling*

The Vendor is to coordinate the installation date and time with the WV-SoS.

2.2.4.2 *Connection to the Power Grid*

The Vendor is responsible for providing all of the necessary components to connect the UPS System to the building's power grid. An electrical service panel will be provided inside of the room where the UPS System is to be installed. Refer to the attached "Electrical Plan" drawing for more information.

The Vendor, in coordination with the WV-SoS and the General Services Division, shall route all cabling between the electrical service panel and the UPS System in the wiring trays that are provided for this purpose.

2.2.4.3 *Connection to WV-SoS Server Racks*

As stated in Section 2.4.5, the UPS System is part of larger project. Two (2) racks (see Bill of Materials) will be installed in the new WV-SoS Server Room by the WV-SoS; however, the WV-SoS hardware may not be placed into the racks until after the installation of the UPS System is complete.

The Vendor is to install the PDU's based on the layout information provided in Attachment A, with "Rack 1" designated as left-hand rack and "Rack 2" designated as right-hand rack.

2.2.4.4 *Component Identification*

The Vendor is to clearly label each major component of the UPS System, accurately identifying it on the outside of its case and include that information within the operational documentation referred to in section 2.2.7.

The following is a partial list of major components to be identified, additional items may be included as they are identified:

- Control Panel;
- Battery Tray (the individual batteries do not have to be labeled, but a layout map of each tray should be created);
- Electrical Connections (input and each output); and
- All Non-Standard components (vendor add-ons).

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2.2.5 Conduct

An Operational Trial shall be conducted on the UPS System immediately following the installation of the Hardware, for a minimum of seventy-two (72) continuous hours and is to be scheduled in coordination with the WV-SoS.

The Vendor is to include a detailed description of the Operational Trial in the Scope of Work. At minimum, the description is to include the following information:

- A description of the input source and output loads to be used for each test;
- A description of the actions to be taken to simulate various operating conditions, source load variations, and system malfunctions;
- A list of instruments and equipment to be used during each test;
- A list of indications, parameter values, and system responses that will be considered satisfactory for each test;
- A description of how the results of the tests will be recorded; and
- A description of how the results will be evaluated.

2.2.5.1 *Post-Installation Testing*

The following post-installation tests to be performed first:

- The proper operation of every control, indicator, sensor, alarm, protective device, etc. of the UPS System is to be tested.
- The various operational functions of the UPS System are to be tested.

2.2.5.2 *Operational Response Testing*

The following conditions are to be tested, with the Vendor providing the appropriate test load required to perform this series of tests:

- Full-load;
- Transient-load Response;
- Overload; and
- Power Failure Test.

2.2.5.3 *Burn-In Testing*

The WV-SoS will provide a test load to be connected to the UPS System in order to test its response under the following conditions:

- Power Failure – the test load is to be powered by the UPS System running on battery power only, for a minimum of thirty (30) minutes;

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- Charging – the test load is to be powered by the UPS System while the batteries are being recharged, following the Power Failure test; and
- Online – the test load is to be continuously powered by the UPS System, once the batteries are fully recharged, for a minimum of forty-eight (48) hours.

2.2.6 Evaluate

After the completion of the Operational Trial, the Vendor shall develop a written evaluation report, which is to include, at minimum, the following information:

- All of the information included in section 2.2.5;
- A description of any corrective actions performed during the tests and their results;
- Recommendations for further action to optimize the performance of the UPS System and the appropriate power quality for non-UPS System loads. Rank each of the recommendations and provide a cost estimate for each. At minimum, the following should be considered:
 - Suggestions for operating, adjusting, or revising the UPS System’s controls;
 - Suggestions for the alteration of UPS System installation;
 - Suggestions for revising the power distribution configuration; and
 - Suggestions for adjusting for revising the electrical loads, their connections, and / or controls.
- Copies of the measurements recorded during the tests, including any graphical output and / or charted results; and
- Copies of all comments, observations, and conclusions made by the technician performing the tests.

Section 2.3.1 specifies that the Vendor is to install the UPS System as a “turnkey” solution. If, during the evaluation of the Operational Trial, it is determined that items or configurations have been omitted that prevent the UPS System from functioning as a “turnkey” solution, the Vendor shall perform the necessary corrective actions to fully address the situation, at no additional cost to the WV-SoS.

2.2.7 Train

The Vendor is to provide a “Transfer of Knowledge” to the WV-SoS which includes, but is not limited to:

- Training the WV-SoS on the safe and proper operation of the UPS System. The training is to be conducted by an OEM certified instructor and include: how to perform all of the operational functions detailed within this Request for Proposal; the OEM’s standard

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- operating procedures; answering all questions asked by the WV-SoS; and any other information related to the safe and proper operation of the UPS System;
- Original copies of all documentation that is normally supplied by the original equipment manufacturer with the UPS System;
 - A copy of all documentation created by the Vendor related to the UPS System (installation notes, configuration settings, etc);
 - All operational information for the UPS System that is not found within the original documentation. This specifically includes all documentation related to any customization done by the Vendor to the UPS System and the routine operation of the UPS System;
 - Recommendations for routine maintenance and support; and
 - All other information deemed important by the Vendor.

2.2.8 Provide

The Vendor is to provide all project documentation and documentation for the Warranty (section 2.6.2) and Extended Service Contract (section 2.6.3).

2.3 Specifications And Operational Requirements:

2.3.1 Turnkey System

The Vendor is responsible for ensuring that their response includes all the components required for a “turnkey” UPS System. Should the Vendor fail to do so, the Vendor shall be required to supply the missing components at the Vendor’s expense.

2.3.2 Intended Use

Attachment A contains a complete list of equipment “Hardware” to be supported by the UPS System.

The UPS System must be suitable for installation in a server room, according to the specifications in this Request for Proposal and any associated, national compliance regulations, and of sufficient capacity to support the hardware that will be connected to it.

2.3.3 New Equipment

The Vendor shall only supply new equipment for the UPS System. Refurbished or reconditioned equipment is unacceptable.

2.3.4 Original Equipment Manufacturer

The Vendor is responsible for the entire UPS System installation.

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The Vendor must select a single, original equipment manufacturer (OEM) for the Uninterruptible Power Supply and its integral components.

The integral components of the Uninterruptible Power Supply are: System Unit; Battery Subsystem; Control Panels; and all other integral components of the Uninterruptible Power Supply, as specified by the OEM.

The Uninterruptible Power Supply for the UPS System included in the Vendor's response must be selected from the following list of original equipment manufacturers:

- American Power Conversion Corp.
- HDR Power Systems, Inc.
- International Computer Power
- International Power Machines Corp.
- Liebert Corporation
- MGE UPS Systems
- Mitsubishi Electric Automation, Inc.
- Toshiba International Corporation

Section 2.3.10 details the specifications for the Power Distribution Units (PDU's) that are required for the UPS System. Though not considered an integral component of the Uninterruptible Power Supply, it is essential that the PDU's be fully-compatible with it.

Therefore, the Vendor should obtain the PDU's from the same OEM as the Uninterruptible Power Supply. Should no compatible PDU be available from the OEM, the Vendor is to use an alternate supplier, authorized by the OEM to provide add-on components for the Uninterruptible Power Supply and the reason for the substitution is to be documented in the Vendor's response.

All other components are considered external to the Uninterruptible Power Supply and therefore, the single OEM requirement does not apply. However, the Vendor is to ensure that the external components they select are fully-compatible with the UPS System in the Vendor's Bid Submission. The Vendor is responsible for the interoperability of all the components included in the UPS System.

2.3.5 Physical Dimensions

The UPS System is to be installed in a location designated by the WV-SoS and the final, installed footprint of the UPS System must not exceed these dimensions:

Maximum Height, from the floor to the top of the UPS Cabinet	6.8 Feet
Maximum Width, side-to-side, of the UPS Cabinet	2.0 Feet
Maximum Depth, front-to-back, of the UPS Cabinet	3.0 Feet

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The location where the UPS System is to be installed will provide the following clearance for airflow and servicing the UPS System:

- Three Feet (3') in front of the UPS Cabinet
- Six Inches (6") behind the UPS Cabinet
- Two Feet (2') above the UPS Cabinet
- Six Inches (6") on either side of the UPS Cabinet

The total footprint, including hardware and airflow / service clearance, available for the UPS System:

Width = 3.0 Feet Depth = 7.0 Feet Height = 9.0 Feet

Prior to final installation and in order to move the UPS System components into the server room, the overall dimensions of the shipping crate / box of the UPS System must not exceed:

Width = 3.5 Feet (3 feet, 6 inches) Height = 7.0 Feet

The UPS System will be placed directly on a painted, concrete slab capable of supporting its weight.

2.3.6 Electrical Service

The server room will have an electrical service panel providing three-phase electrical power of sufficient capacity to supply the load requirements of the UPS System. Access to the electrical service panel will be arranged with the General Services Division.

The Vendor will be responsible for connecting the UPS System to the electrical service panel. Therefore, the Vendor must include the cost of any circuit breakers, cabling, labor, etc. that will be required to complete the connection, in the total installation cost for the UPS System.

2.3.7 Physical Security

The UPS System is to be secured from unauthorized access. Recognizing that the UPS System is comprised of multiple components, each of the following components is to be secured. This can be accomplished either individually or collectively:

- Uninterruptible Power Supply – System Unit
- Uninterruptible Power Supply – Battery Subsystem
- Uninterruptible Power Supply – Control Panels
- Uninterruptible Power Supply – Electrical Connections
- and all other integral components of the Uninterruptible Power Supply

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Any control panel built into the UPS System, that allows access to user-configurable settings, must be password secured. The password is not to be hardwired into the system. The WV-SoS requires the capability to change the password.

If the control panel is designed to display status messages, the password security requirement applies only to the user-configurable settings and not to the display of status messages.

The Vendor is to fully document the security features designed into the UPS System and provide that documentation to the WV-SoS as a part of the "Transfer of Knowledge", discussed in section 2.2.7.

2.3.8 Base Electrical Load

The Base Electrical Load for the UPS System is equal to one hundred and forty percent (140%) of the electrical power specification for the Hardware, as stated in Attachment A.

Example: For an electrical power specification of 1,000 watts, the base electrical load would equal 1,400 watts.

2.3.9 Minimum Run-Time

The minimum, acceptable run-time for the UPS System is 45 minutes (0.75 Hr), from the point of power failure until the batteries are exhausted.

The minimum run-time is to be calculated using the base electrical load (section 2.3.8).

2.3.10 Power Distribution Units

The UPS System provided by the Vendor must include the necessary PDU's to route the electrical load from the UPS System to the power supplies of the Hardware installed in each of the two (2) racks that are to be supplied with the UPS System. Refer to section 2.3.4, paragraph 5, for details on the OEM requirement for the PDU's.

The PDU's must be equipped with the following output connector type (outlet) IEC 320 C13 in order to accommodate the existing equipment.

The Vendor is to include sufficient power cables to connect the Hardware listed in Attachment A to the PDU's per these specifications:

- The cables are to be routed from the PDU to each Hardware component's power supply in a way that does not block the Hardware component's air flow nor prevents access to its rear connections. Only non-metallic cable ties are to be used for this purpose;
- The cables are to be no longer than necessary to meet the previous requirement.

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- Each end of every cable shall be clearly marked with a unique identifier; and
- The Vendor will not be responsible for connecting the power cables between the Hardware and the PDU's, this is to be accomplished by the WV-SoS when the Hardware is moved.

The Vendor must supply only switched PDU's, capable of individually and collectively controlling each outlet built into the PDU.

The switched PDU's are to be capable of monitoring the electrical load connected to each outlet.

The UPS System must be capable of supporting the switching and loading monitoring features of the PDU's so that these features are integrated into the Management Interface.

Most of the Hardware has dual / redundant power supplies. Therefore, the Vendor shall install redundant PDU's in each Dell Rack, so that should one PDU fail, a second PDU is available to support the electrical load until the first PDU is serviced.

- Refer to Attachment A, which lists the number of power supplies for each Hardware component, when calculating the total number of outlets required.
 - For the Hardware components with dual power supplies, the power supplies are to be connected to different PDU's, providing for a redundant power connection.
 - Include a minimum of six (6) spare outlets with each redundant PDU installed.

It is acceptable to install multiple PDU's in order to provide a sufficient number of outlets and / or to keep the total electrical load of each PDU within its operational specifications. If multiple PDU's are required, the six (6) spare outlets are to be distributed equally.

The Vendor must not connect the PDU's in series. Each PDU must have its input connected to the output of the UPS System.

The PDU's must be installed, using the integrated "Zero-U" mounts provided within the rack for this purpose.

Each redundant PDU's must be clearly identified. This identification shall include:

- Tagging each PDU's input, power coupling in a way that uniquely distinguishes it from the other PDU's.
- Tagging each PDU's case; using the same, unique marking.
- Tagging any cables that are used to extend the PDU's input power cable, in the same way.

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2.3.11 Automatic Transfer Switching

The UPS System must include an internal, self-contained Automatic Transfer Switch with a “make before break” configuration, to address the following conditions:

- **Online**

The UPS System is being supplied with external, electrical power. The input electrical feed is within standard operating specifications (line voltage / amperage / frequency / waveform / etc). The battery sub-system is on-line and fully charged.

- **Abnormal Supply**

The UPS System is being supplied external, electrical power that is outside the standard operating specifications (line voltage / amperage / frequency / waveform / etc). The battery sub-system is on-line and provides power to the UPS System so that the output electrical feed is maintained within the standard operating specifications.

- **Power Failure**

External, electrical power is not available. The battery sub-system is on-line and provides power to the UPS System.

- **Charging**

External, electrical power is restored and the input electrical feed is within standard operating specifications (line voltage / amperage / frequency / waveform / etc). The battery sub-system is on-line and charging.

- **Bypass – UPS System Failure**

External, electrical power is available and a failure occurs within the UPS System, so that the UPS System is unable to function within its normal operational specifications, the electrical load is transferred to external, electrical power until the failure has been corrected.

- **Bypass – Output Load Fault**

External, electrical power is available and a fault occurs within the Hardware. The electrical load is transferred to external, electrical power to protect the UPS System, until the fault can be corrected.

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Example: The Hardware fault creates an overload condition for the UPS System. The electrical load is transferred to external, electrical power, in order to prevent a failure of the UPS System.

2.4 System Management and Monitoring:

2.4.1 Controls And Indicators

The UPS System status indicators, and system controls are to be located on a common control panel on the front of the UPS System. Refer to section 2.3.7 for physical security requirements of the control panel.

The common control panel is to display all messages using plain English.

At minimum, the UPS System is to include the necessary components to monitor each of the following:

2.4.1.1 *Quantitative Indicators*

- Input Voltage, each phase
- Input Current, each phase
- Bypass Input Voltage, each phase
- Bypass Input Frequency
- System Output Voltage, each phase
- System Output Current, each phase
- System Output Frequency
- DC Bus Voltage
- Battery Current and Direction (charge / discharge)
- Elapsed Time Discharging Battery

2.4.1.2 *Operational Condition Indicators*

- Online
- Load-on Bypass
- Load-on Battery
- Inverter Off
- Alarm Condition

2.4.1.3 *Alarm Indicators*

- Bypass AC Input Over-Voltage or Under-Voltage
- Bypass AC Input Over-Frequency or Under-Frequency
- Bypass AC Input and Inverter Out of Synchronization

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Bypass AC Input Wrong Phase Rotation
 Bypass AC Input Single Phase Condition
 Bypass AC Input Filter Fuse Blown
 Internal Frequency Standard In-use
 Battery System Alarm
 Control Panel Failure
 Fan Failure
 Uninterruptible Power Supply Overload
 Battery Charging Control Failure
 Input Over-Voltage or Under-Voltage
 Input Transformer Over-Temperature
 Input Circuit Breaker Tripped
 Input Wrong Phase Rotation
 Input Single Phase Condition
 Approaching End of Battery Operation
 Battery Under-Voltage Shutdown
 Maximum Batter Voltage
 Inverter Fuse Blown
 Inverter Transformer Over-Temperature
 Inverter Power Supply Fault
 Inverter Transistors Out of Saturation
 Identification of Faulty Inverter Section / Leg
 Inverter Output Over-Voltage or Under-Voltage
 Uninterruptible Power Supply Overload Shutdown
 Inverter Current Sensor Fault
 Inverter Output Contactor Open
 Inverter Current Limit

2.4.1.4 *Battery Sub-System*

The UPS System is to be equipped with the necessary components to monitor the status of the battery subsystem. The monitoring and recording features described in this section are to be integrated into remote notification feature discussed in section 2.4.2. At minimum, the following conditions are to be monitored:

- The charge / discharge cycle history of the battery subsystem.
 - The duration of each discharge event is to be measured and recorded;
 - A classification system to categorize the discharge duration is to be developed, based on the OEM's operating standards. Each duration is to be categorized accordingly and included in the historical record;
 - The total number of discharge events is to be recorded;

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- The remaining battery life, according to the warranty criteria for the UPS System, is to be calculated after every discharge event and recorded; and
 - A method of displaying the remaining, warranted battery life on a display panel is to be integrated into the UPS System.
- Measure the total voltage at the battery terminals.
 - An alarm is to be triggered when the total voltage is outside of the standard, float-voltage level;
 - Keep a historical record of these events; and
 - Integrate a method of displaying the current, total voltage and the historical record into the UPS System.
 - Measure the ambient temperature at the battery.
 - An alarm is to be triggered when the temperature deviates from the acceptable, operating range;
 - Keep a historical record of these events; and
 - Integrate a method of displaying the current, total voltage and the historical record into the UPS System.

2.4.1.5 *System Controls*

The UPS System is to be equipped with the necessary components to support the operation and monitoring of the following system controls:

- Inverter On / Off
- Uninterruptible Power Supply Start
- Battery Test
- Alarm Silence / Reset
- Output Voltage Adjustment

2.4.1.6 *External Connectivity*

The UPS System is to be equipped with dry-form "C" contacts for the remote indication of the following Uninterruptible Power Supply conditions:

- Online
- On Battery
- Load-on Bypass
- In-alarm Condition
- Off (Maintenance Bypass Closed)

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The UPS System is to have an Emergency Power-Off Switch that is capable of being operated from the control panel and via the external dry contacts.

2.4.2 Event Logging And Remote Notifications

In addition to displaying status indicators on the control panel, the UPS System is to be capable of recording an event log and transmitting a remote notification for each item listed in sections 2.4.1.1 through 2.4.1.3.

The UPS System is to be configured to write a current status entry for each item listed in sections 2.4.1.1 through 2.4.1.3, to the event log on an hourly basis. The event log is to be capable of being manually exported in plain-text format and entries are to be retained for a minimum of two weeks, unless they have been automatically exported in plain-text format first.

The UPS System is to be configured to transmit a remote notification whenever an alarm condition occurs. Section 2.4.1.3 details the alarm indicators that are to trigger a remote notification. Remote notifications are to include the following formats:

2.4.2.1 Audible Alarm

The UPS System is to have a built-in, audible alarm that can be clearly heard by an average person standing 6 feet from the UPS System and in the same room.

The UPS System is to have a remote, audible alarm installed in MB-31. The remote alarm is to have an alarm silence / reset switch installed that will silence / reset built-in and remote alarms.

2.4.2.2 Server Notification

Manufacturer-supplied, client software for the Microsoft Windows Server Operating System, version 2000 Standard or higher, licensed for installation on either: A) a minimum of 20 servers, or B) an unlimited number of servers. The client software should provide the following capabilities:

- Receive Event Notifications from the UPS System;
- Monitor the status of the UPS System; and
- Automatically react to an Event Notification and / or an unfavorable change in status, so that the server can initiate a controlled shutdown while sufficient battery power is available to power the UPS System.

2.4.2.3 System Administrator Notification

Manufacturer-supplied, client software for the Microsoft Windows Desktop Operating System, version 2000 Professional or higher, licensed for installation on either: A) a minimum of 4

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desktops, or B) an unlimited number of desktops. The client software should provide the following capabilities:

- Receive Event Notifications from UPS System;
- Monitor the status of the UPS System; and
- Access the management functions of the UPS System, allowing remote access of the features available on the UPS's control panel. This capability must have user-configurable, password protection to prevent unauthorized changes.

2.4.2.4 *Call For Help*

Manufacturer-supplied components that enable the UPS System transmit notifications in the follow formats:

- An audible alarm, loud enough to be heard outside of the room where the UPS System is installed;
- E-mail message, via Microsoft Exchange Server, to a distribution group setup and maintained by the WV-SoS. The message content is to include: Date and time of the event, Type of event, Duration of the event, as applicable, Remote Monitoring; and
- Telephone message; via a direct, analog "POTS" connection to the telephone service provider; to a call-list of at least 8 persons. The call-list is to be maintained by the WV-SoS. The message content shall include: Date and time of the event, Type of event, Duration of the event, as applicable, Remote Monitoring.

2.4.3 Remote Monitoring

The UPS System is to include the necessary, original equipment manufacturer components to allow the WV-SoS to remotely monitor the UPS System. This capability is to be provided in one or both of the following formats:

2.4.3.1 *Internal Web Server*

This is the preferred method for remote monitoring the UPS System, where the WV-SoS can directly access the current status of the UPS System and review the historical statistics.

2.4.3.2 *Client Desktop Access*

This is the only acceptable alternative to the UPS System being configured with an Internal Web Server. The client software for this option must support installation on Microsoft Windows 2000 Professional or higher.

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The features and functionality of the Remote Monitoring solution must include, at minimum, the ability to gather and display the information for each item listed in sections 2.4.1.1 through 2.4.1.3.

2.4.4 Management Interface

The UPS System is to include the necessary, original equipment manufacturer components to allow the WV-SoS to manage all of the user-configurable options of the UPS System. Including, but not limited to, the settings for Event Notification; Remote Monitoring; Mode of Operation; and all other features built into the UPS System.

2.4.5 Interconnectivity

The UPS System is part of a larger project underway by the WV-SoS to move the WV-SoS Servers into a secure and environmentally controlled location. The WV-SoS is to finalize its review of an Environmental Monitoring Solution for the new WV-SoS Server Room, based on the UPS System purchased.

The Environmental Monitoring Solution will, in the future, provide the capability necessary to detect the following room conditions:

- Temperature;
- Humidity;
- External, electrical power; and
- Water

The Environmental Monitoring Solution is to operate independent of the UPS System, with its own backup power supply.

The UPS System is to include the following information:

2.4.5.1 *Management Information Base (MIB)*

MIB's for the UPS System that will allow third-party solutions (hardware / software) to communicate with the UPS System for Remote Monitoring. The Vendor is to provide the MIB's in one of the following ways:

- On the software media provided by the OEM with the UPS System;
- Downloadable from the OEM's support website. The Vendor is to include the Uniform Resource Locator (URL) and the proper user account / password required to access the downloadable MIB's; and
- On recordable compact disk media.

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2.4.5.2 *Manufacturer Supported Solutions*

A list of Environmental Monitoring Solutions that the UPS System manufacturer has tested and recommended for use with their UPS System.

2.5 Follow-Up:

Completion of the items detailed here are to be addressed during the follow-up period that will take place after the UPS System is brought online:

2.5.1 Documentation

The WV-SoS will review all documentation provided by the Vendor to ensure that it is accurate at the time of review. The project will not be considered completed, until the Vendor has provided to the WV-SoS, a written copy of all documentation specified within this RFQ.

2.5.2 Recommendations For Further Action

Section 2.2.6, bullet-point 3, states that the Vendor is to provide "Recommendations for further action..."

Each recommendation will be reviewed by the WV-SoS for possible implementation. The WV-SoS is under no obligation to implement any of the recommendations and reserves the right to implement only those recommendations that are deemed consistent with the needs of the WV-SoS.

Any recommendation(s) that is / are implemented is to be conducted separately from all other tasks related to the UPS System and the Vendor is to submit an invoice to the WV-SoS for costs related to the implementation of the recommendation(s). The WV-SoS will pay that invoice separate from all other invoices related to the UPS System.

2.5.3 Implementation Of The MIB's

Section 2.4.5, states: "The UPS System is part of a larger project..." and in section 2.4.5.1, the Vendor is to provide "MIB's for the UPS System..."

The WV-SoS may request that the Vendor assist with the integration of the MIB's into an "Environmental Monitoring Solution" during the follow-up period. If so, the integration would be conducted separately from all other tasks related to the UPS System and the Vendor would submit an invoice to the WV-SoS for costs related to the integration.

UNITERRUPTIBLE POWER SUPPLY PROJECT

2.6 Special Terms and Conditions:

2.6.1 Quality Assurance

2.6.1.1 *Standards*

The UPS System is to meet the requirements for all of the applicable standards; including, but not limited to:

- Underwriters Laboratories (UL Listed)
- Federal Communications Commission
- International Electrotechnical Commission
- National Fire Protection Association / National Electric Code
- National Electrical Manufacture's Association
- Occupational Safety and Health Administration

2.6.1.2 *Manufacturer Qualifications*

The Vendor is to select an Original Equipment Manufacturer who maintains a service center within four (4) hours travel time of the WV State Capitol Complex, which has a parts depot and the necessary support staff to provide warranty and extended service within an eight (8) hour response window.

The Vendor is provide written documentation in their proposal, that the OEM meets the above requirement.

2.6.1.3 *Installer Qualifications*

The Vendor is to ensure that the person or persons assigned to install the UPS System are trained and approved by the original equipment manufacture for both installation and maintenance of the Uninterruptible Power Supply being provided.

The Vendor is to include with their proposal, copies of all certifications and training that each installer has received and any other pertinent documentation on the installer's qualifications.

Connecting the UPS System to the building power grid shall be considered "Electrical Contracting"; therefore, the Vendor shall be responsible for ensuring that a registered electrician connects the UPS System to the electrical service panel that has been provided. The Vendor is also responsible for obtaining any permits that are required during the installation.

UNITERRUPTIBLE POWER SUPPLY PROJECT

2.6.1.4 *Quality Control*

The Vendor is to request the Original Equipment Manufacturer complete a factory test of the Uninterruptible Power Supply before shipping it. The tests performed are to include, at minimum:

- The operation of all functions, controls, indicators, sensors, and protective devices;
- Full-load Test;
- Transient-load Response Test;
- Overload Test; and
- Power Failure Test.

The testing procedure and results are to be fully documented and include, at minimum, the following information:

- Description of the input source and output loads used;
- Description of the actions taken to simulate various operating conditions, source load variations, and system malfunctions;
- List of indications, parameter values, and system responses considered satisfactory for each test;
- Tabulation of actual observations during each test;
- List of instruments and equipment used during each test.

2.6.2 Warranty

The Vendor is hereby notified that:

- The Warranty shall apply to all components of the UPS System;
- The UPS System is "Mission Critical" to the operation of the WV-SoS; and
- The documentation of the Warranty shall be provided when the UPS System is delivered as specified in section 2.2.3.

The Vendor shall include a Warranty that meets these specifications:

- Minimum duration: one (1) year;
- Includes parts and labor;
- 24x7x365, Same Day, On-Site, 4 Hour Response; and
- Local parts depot capable of delivering spare components on-site, within 2 hours of ordering.

Associated costs are to be detailed separately on the Bid Form (section 4.6).

UNITERRUPTIBLE POWER SUPPLY PROJECT

2.6.3 Extended Service Contract

The Vendor is to provide Extended Service information for the UPS System, using these criteria:

- Obtain the service contract from the OEM, with support to be provided by the OEM's authorized service provider;
- Provide a single service contract for the entire UPS System;
- Fully explain the reason for any deviation from the above two (2) specifications and detail why the alternative offering is equal or superior to what has been specified;
- For at least three (3) Terms of Coverage: One (1) year, three (3) years, and five (5) years;
- To include all parts and labor; and
- The UPS System is "Mission Critical" to the operation of the WV-SoS and the service contract is to provide 24x7x365, Same Day, On-Site, 4 Hour Response.

The Extended Service Contract information is designated as an optional purchase. Therefore, the WV-SoS is not under any obligation to purchase it when the bid is awarded to the winning vendor.

The Vendor is encouraged to provide for consideration, in addition to the above stated specifications, any options that are reasonable and customary for the type of UPS System being offered.

The cost for each Extended Service Contract option offered by the Vendor must be included on the Bid Form (section 4.7).

UNITERRUPTIBLE POWER SUPPLY PROJECT

PART 3 – BILL OF MATERIALS

3.1 General Information:

The following Bill of Materials presents the hardware, software, and materials that comprise the UPS System. However, the Bill of Materials does not include the hardware, materials, and miscellaneous items that will be required to complete the installation.

The Vendor must include in their bid submission, the costs for all items that will be required during the actual installation of the UPS System.

3.2 Substitution Of Materials:

The Vendor shall supply the hardware stated in the Bill of Materials. Substitution of alternate hardware is permissible, if all of the following requirements are fulfilled:

- Meets the requirements and specifications that are detailed within this RFQ,
- Meets or exceeds the performance specifications of the hardware it is replacing,
- And is fully compatible for use with all of the other hardware listed in the Bill of Materials.

Should the Vendor propose alternative hardware, the Vendor shall provide in their bid submission, documentation to prove that the above requirements have been met.

3.3 Bill Of Materials Listing:

Item 1 One (1) 30kVa / 24kW Liebert Npower Three Phase Uninterruptable Power Supply, model 37SA030C0C6AH83, with the following features and characteristics:

- AC Input voltage 208V (three-phase, four-wire plus ground)
- AC Output voltage 208V (three-phase, four-wire plus ground)
- Single input, true on-line, double conversion,
- Reverse transfer configuration
- Phase controlled rectifier/charger
- IGBT pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Internal maintenance bypass switch
- DSP (Digital Signal Processing) Controls
- Microprocessor based monitoring and control panel with mimic bus
- LCD Graphic Display with Alarm History Database
- Programmable battery load testing for added reliability

UNITERRUPTIBLE POWER SUPPLY PROJECT

- Open Comms – Discrete Input Option (Input Contact Isolator Board)
- Local E.P.O. with provision for remote E.P.O.
- Casters and leveling feet
- UL 1778, CSA

Item 2 One (1) Liebert Battery Power Pack rated for 53 minutes at a 24kW load, model 37BP030XPR1BNS, with the following features:

- Stand Alone Battery Cabinet, interconnecting cables supplied by others.
- Battery circuit breaker to isolate the battery during maintenance
- Valve regulated lead acid battery cells in flame retardant cases
- The battery is provided with a 3 year full and 7 year prorated warranty

Item 3 Two (2) Liebert Foundation Integration System, model RK7805000KV874, with the following features:

Internal Mounting Rails

- Full height, adjustable position, EIA hole/spacing.
- Front / Rear Rails – 2 sets (left / right) mounting rails
- Square Hole for cage nuts

Cooling Options

- XDA5B Door Mounted Horizontal Fan System

Enclosure Options

- Perforated Front Door - Sheet metal construction with perforated sheet metal ventilation inserts. Multi-point latching & key lock, removable & reversible
- Perforated Rear Door - Sheet metal construction with perforated sheet metal ventilation inserts. Multi-point latching & key lock, removable & reversible
- Side Panels - Sheet metal construction. Externally removable with internal security provisions
- Door and Side Panel Color - Z-0350.

Power Distribution Options

- Two (2) 24 IEC-C13 outlets; 20 Amp rated; Locking NEMA input; MP-M5036 per Rack

UNITERRUPTIBLE POWER SUPPLY PROJECT

General Enclosure Options

- Casters - Non-locking, rated 1000 lb. total

Monitoring Systems

- Door Ajar Sensor – Micro switches, Front and rear doors

- Item 4 One (1) NFORM Professional Edition (software)
- Item 5 One (1) NFORM-ANOTIFY (software)
- Item 6 One (1) IS-WEBLB (interface card)
- Item 7 One (1) MLLKG (software)
- Item 8 One (1) TMNET (sensor unit)
- Item 9 One (1) CCABLE15 (contact closer cable)
- Item 10 One (1) Liebert AccuVar Transient Voltage Suppressor System, model AII208D110RK, with the following features and characteristics:
- AC input voltage 208VAC, 3 Wire + Gnd (Three Phase)
 - Mode surge suppression L-G, L-L
 - 80kA/mode, 160kA/phase surge current capacity
 - NEMA 1, 12, 3R, 4, 4X and UL94-5V enclosure
 - Summary alarm contacts
 - UL 1449, UL 1283, and CSA listed

UNITERRUPTIBLE POWER SUPPLY PROJECT

PART 4 – BID FORM

Note to the Vendor: The Bid Form consists of three (3) pages; Page 1 details the Services related to the project, including items not found in the Bill of Materials, Page 2 is for all items listed on the Bill of Materials, and Page 3 includes the Warranty and Extended Service costs.

There must be a cost entry for every item listed on all three (3) pages in order for the Bid Form to be considered complete. For any item with a zero cost, enter a "0" or "N/A" in the appropriate space.

Incomplete Bid Forms will result in the automatic disqualification of your entire bid submission.

4.1 "Turnkey" Installation Costs: \$ _____

4.2 Operational Trial and Evaluation Costs: \$ _____

4.3 Documentation and WVSoS Staff Training Costs: \$ _____

4.4 Other Costs: \$ _____
(describe in detail, any and all costs not included elsewhere on the Bid Form)

Sub-Total from Section 4.5 (page 2): \$ _____

Sub-Total from Sections 4.6 & 4.7 (page 3): \$ _____

GRAND TOTAL FOR UPS SYSTEM: \$ _____

Vendor Signature (required)

FEIN

Phone Number

UNITERRUPTIBLE POWER SUPPLY PROJECT

4.5 Bill of Materials - See Section 3.3 for Bill of Materials Listing

The item numbers (Item #) listed below, correspond with the items specified in the Bill of Materials. If an alternative is proposed for any item, you must clearly state that in the description and provide the required, supporting documentation. Attach additional sheets as needed, referencing the item number in the description.

Item #	Qty	Description (including model number)	Price	Ext. Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Sub-Total: Bill of Materials				

UNITERRUPTIBLE POWER SUPPLY PROJECT

4.6 **Warranty Costs:** \$ _____
(If the cost is included in the price of the UPS System, please state that here, as well as providing the cost for the warranty)

4.7 **Extended Service Contract Options**

Term of Coverage – 1 Year: \$ _____

Term of Coverage – 3 Years: \$ _____

The actual term of coverage will be selected after all of the bid submissions have been evaluated and a winning vendor is chosen. For the purpose of comparing costs between the vendors, a Term of Coverage for three (3) years will be used.

Term of Coverage – 5 Years: \$ _____

Alternate Terms of Coverage

Term – ____ Years: \$ _____

Term – ____ Years: \$ _____

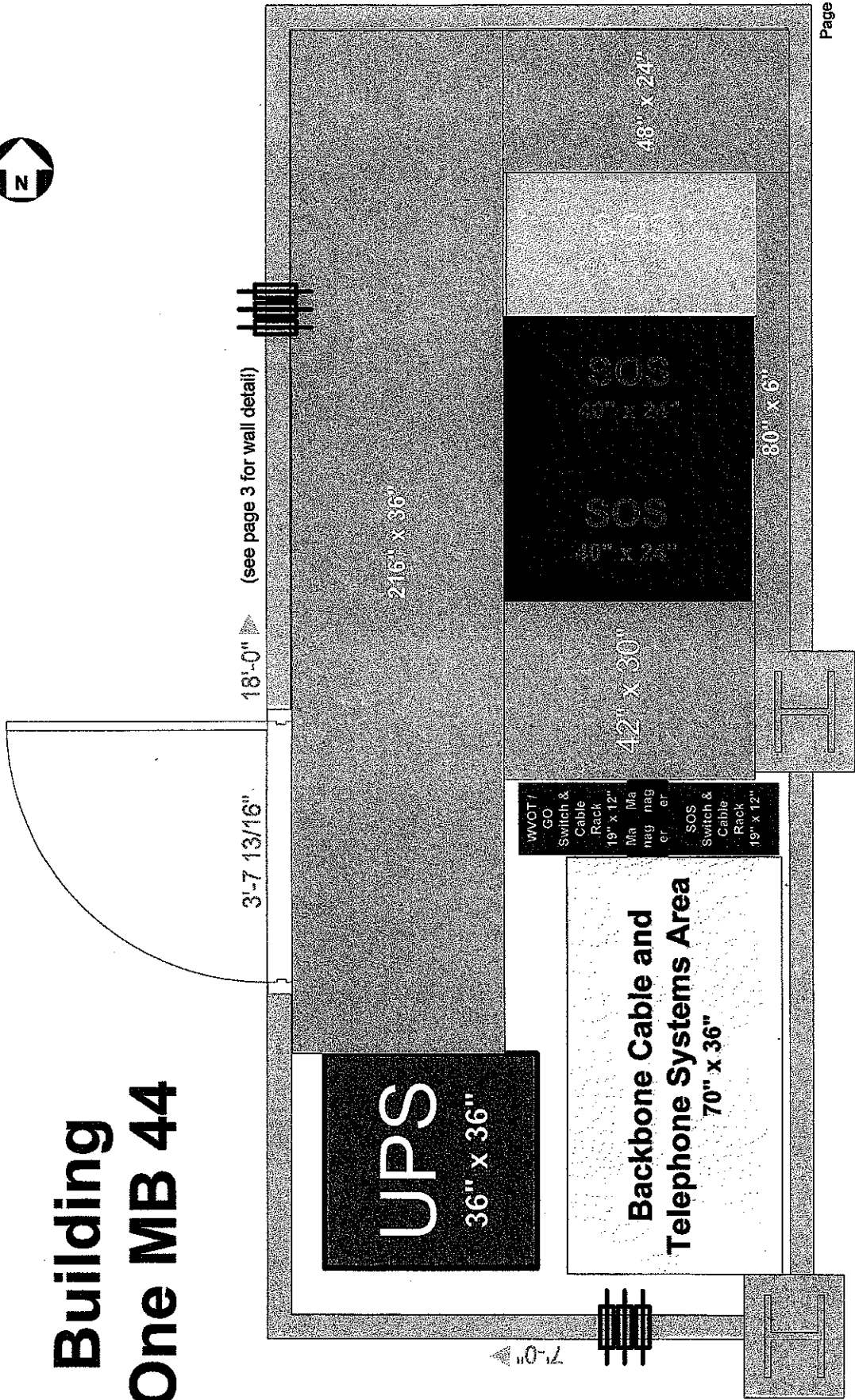
Term – ____ Years: \$ _____

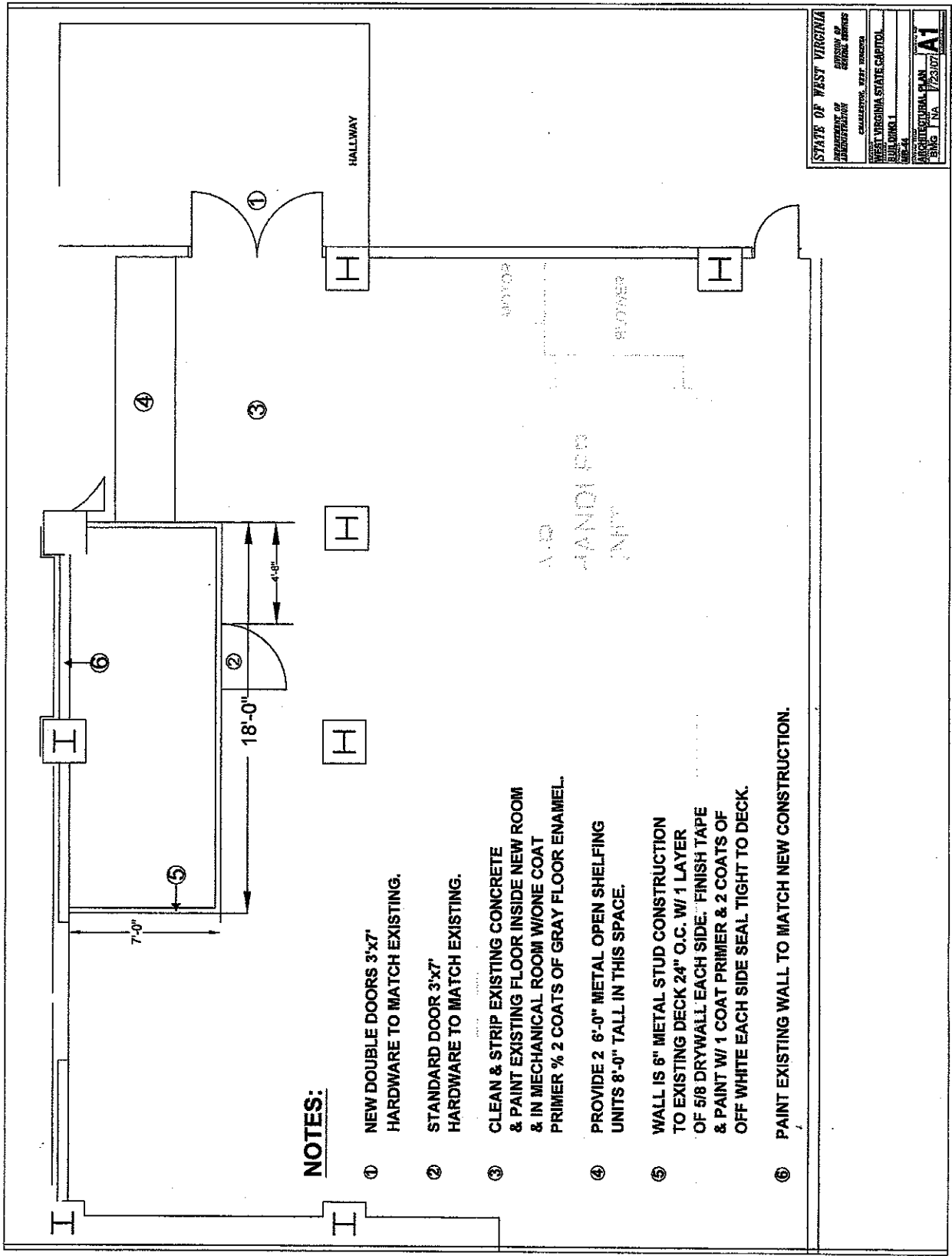
Sub-Total for Sections 4.6 & 4.7: \$ _____

WV-SOS Network Servers

Server Name	Mfg	Model	Misc Details	R U's	Voltage	Wattage	BTU/Hr	# PS
VOTER1	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
VOTER2	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
VOTER3	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
VOTER4	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
VOTER4T	Dell	PowerEdge 6650	Rack 1	4	110	900	3,073	2
VOTER6	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
Console w/17"	StarTech	DuraView LCD	Rack 1	1	110	23	79	1
ENTERPRISE	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
New DMZ Web	Dell	PowerEdge 1950	Rack 1	1	110	670	1,190	2
New DMZ Db	Dell	PowerEdge 1950	Rack 1	1	110	670	1,190	2
Vault Switch 1	Cisco	Catalyst 3560 - 48	Rack 1	1	110	590	690	1
Vault Switch 2	Cisco	Catalyst 3560 - 48	Rack 1	1	110	590	690	1
MB-31 Switch	Cisco	Catalyst 3560 - 24	Rack 1	1	110	540	534	1
New Firewall 1	Cisco	ASA 5520	Rack 1	1	110	190	648	1
New Firewall 2	Cisco	ASA 5520	Rack 1	1	110	190	648	1
New Switch	Cisco	Catalyst 4500	Rack 1	10	110	2,800	2,387	2
New Load Bal	Cisco	CSS 11501	Rack 1	1	110	860	2,936	1
				Total RU's		11,023	17,751	27
SOSDB1	Dell	PowerEdge 2650	Rack 2	2	110	500	614	2
SOSPDC	Dell	PowerEdge 2650	Rack 2	2	110	500	614	2
New AD DC 1	Dell	PowerEdge 1950	Rack 2	1	110	670	1,190	2
New AD DC 2	Dell	PowerEdge 1950	Rack 2	1	110	670	1,190	2
New File Share	Dell	PowerEdge 2950	Rack 2	2	110	1500	1,198	2
New Exchange	Dell	PowerEdge 1950	Rack 2	1	110	670	1,190	2
SOSMAIL	Dell	PowerEdge 2650	Rack 1	2	110	500	614	2
SOSBACKUP	Dell	PowerEdge 1850	Rack 1	2	110	550	2,130	1
SUPPORT	Dell	PowerEdge 1850	Rack 2	1	110	550	2,130	1
MISCOPS	Dell	PowerEdge 850	Rack 2	1	110	345	1,177	1
RAND	Dell	PowerEdge 850	Rack 2	1	110	345	1,177	1
BACKUP	Dell	PowerEdge 850	Rack 2	1	110	345	1,177	1
Hard Drive Array	Dell	PowerVault 220S	Rack 2	3	110	600	2,048	2
Console w/17"	StarTech	DuraView LCD	Rack 2	1	110	23	79	1
KVM	Dell	PowerEdge 2161DS	Rack 2	1	110	27	92	1
Tape Library	Dell	PowerVault 132T	Rack 2	4	110	90	307	1
SOSIMAGING	Dell	PowerEdge 2850	Rack 1	2	110	700	2,368	2
EMC Centera	EMC	Mid-range	Rack 2	9	208	1,200	3,924	7
				Total RU's		9,785	23,242	33
						Watts	20,808	

Building One MB 44

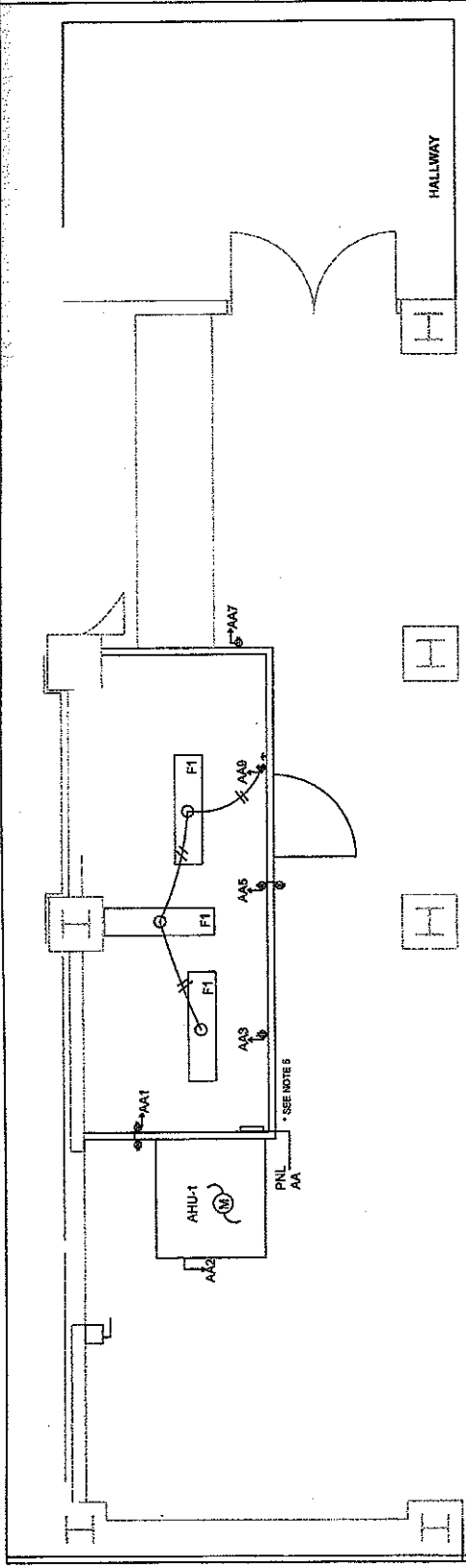




NOTES:

- ① NEW DOUBLE DOORS 3'x7'
HARDWARE TO MATCH EXISTING.
- ② STANDARD DOOR 3'x7'
HARDWARE TO MATCH EXISTING.
- ③ CLEAN & STRIP EXISTING CONCRETE
& PAINT EXISTING FLOOR INSIDE NEW ROOM
& IN MECHANICAL ROOM W/ONE COAT
PRIMER % 2 COATS OF GRAY FLOOR ENAMEL.
- ④ PROVIDE 2 6'-0" METAL OPEN SHELFING
UNITS 8'-0" TALL IN THIS SPACE.
- ⑤ WALL IS 6" METAL STUD CONSTRUCTION
TO EXISTING DECK 24" O.C. W/ 1 LAYER
OF 5/8 DRYWALL EACH SIDE. FINISH TAPE
& PAINT W/ 1 COAT PRIMER & 2 COATS OF
OFF WHITE EACH SIDE SEAL TIGHT TO DECK.
- ⑥ PAINT EXISTING WALL TO MATCH NEW CONSTRUCTION.

STATE OF WEST VIRGINIA
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF GENERAL SERVICES
 CAPITAL CONSTRUCTION
 WEST VIRGINIA STATE CAPITOL
 BUILDING 11
 APR-24
 ARCHITECTURAL PLAN
 BNG JNA 7/23/07
A1



ELECTRICAL NOTES

- THIS ELECTRICAL PLAN IS INTENDED TO SHOW ROUGH-IN LOCATIONS, CONNECTION TYPES, POSITIONS, FIXTURE TYPES, CIRCUITING, CONDUIT AND WIRE SIZES.
- THE CONTRACTOR, PRIOR TO EQUIPMENT INSTALLATION, SHALL CHECK ALL UTILITY ROUGH-IN LOCATION, COORDINATE FIELD CONDITIONS, AND CALL TO THE ATTENTION OF THE OWNER ANY AND ALL DISCREPANCIES BETWEEN THE ROUGH-IN PLANS, THE EQUIPMENT AS SPECIFIED, AND THE ROUGH-INS AS THEY OCCUR IN THE FIELD.
- FINAL CONNECTIONS TO ALL EQUIPMENT SHALL BE BY THE ELECTRICAL CONTRACTOR, INCLUDING ALL REQUIRED MATERIALS SUCH AS DISCONNECTS, BOXES, OUTLETS (EXCEPT AS FURNISHED AS PART OF THE EQUIPMENT), RIGID CONDUIT, FLEXIBLE CONDUIT, WIRING, ETC.
- THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL THE FOLLOWING:
 - ALL JUNCTION BOXES, ELECTRICAL OUTLETS, COVER PLATES, SWITCHES, ETC. NOT BUILT INTO FIXTURES OR EQUIPMENT. ALL OUTLET, JUNCTION BOXES, COVER PLATES, ETC.
 - SHUNT-TRIP CIRCUIT BREAKERS OR DISCONNECTS FOR EMERGENCY SYSTEM SHUT-OFF OF EQUIPMENT WITH ROOM AS REQUIRED BY LOCAL STATE/NATIONAL CODE.
 - DISCONNECTS AND MOTOR STARTERS OR OTHER DEVICES AS MAY BE REQUIRED BY LOCAL STATE/NATIONAL CODES.
- PROVIDE 200A 3 POLE SP CB FOR EXISTING PNL K LOCATED IN MAIN BASEMENT ELECTRICAL ROOM BEHIND ROOM 1688B.

PANEL AA
 LOCATION: MB-44
 FEEDER SIZE: 5 #3 W/4 GND IN 1.1/2" CONDUIT
 MAIN C.B. 2000 PH 5 WIRE

BRKR	DESCRIPTION	PHASE LOAD			CIRCUIT	DESCRIPTION	BRKR			
		A	B	C			A	B	C	
1	CONV. OUTLETS	1650	1440		1	AH-1	20	2		
2	CONV. OUTLETS			1050	2					
3	CONV. OUTLETS	8940		8800	3	UPS	100	3		
4	CONV. OUTLETS				4	SPACE				
5	CONV. OUTLETS				5	SPACE				
6	CONV. OUTLETS				6	SPACE				
7	CONV. OUTLETS				7	SPACE				
8	CONV. OUTLETS				8	SPACE				
9	CONV. OUTLETS				9	SPACE				
10	CONV. OUTLETS				10	SPACE				
11	CONV. OUTLETS				11	SPACE				
12	CONV. OUTLETS				12	SPACE				
13	CONV. OUTLETS				13	SPACE				
14	CONV. OUTLETS				14	SPACE				
15	CONV. OUTLETS				15	SPACE				
16	CONV. OUTLETS				16	SPACE				
17	CONV. OUTLETS				17	SPACE				
18	CONV. OUTLETS				18	SPACE				
19	CONV. OUTLETS				19	SPACE				
20	CONV. OUTLETS				20	SPACE				
21	CONV. OUTLETS				21	SPACE				
22	CONV. OUTLETS				22	SPACE				
23	CONV. OUTLETS				23	SPACE				
TOTALS					11520	1440	10500	TOTAL LOADS:		
								WATTS 23440		
								AMPS 66.5		

NOTES:
 1. PNL AA TO HAVE 200% NEUTRAL
 2. PNL TO HAVE SHUNT TRIP MAIN BREAKER
 3. PROVIDE FEEDER TO EXISTING PNL K IN MAIN BASEMENT ELECTRICAL RM.

SYMBOLS

- NON-USED DISCONNECT SWITCH
- ⬆ HUSHROOM PUSH-BUTTON SWITCH
- ⊗ MOTOR
- ⊕ STANDARD DUPLEX RECEPTACLE
- ⊕ 1X 4' FLUORESCENT LUMINAIRE
- ⊕ 7% CONDUIT IN WALL OR ABOVE CEILING
- ⊕ HOMERUN TO PANEL BOARD
- ⊕ SINGLE POLE SWITCH

LIGHT FIXTURE SCHEDULE

TYPE	LAMPS	VOLTAGE	DESCRIPTION	MOUNTING	ACCEPTABLE MANUFACTURE AND CATALOG NUMBER	REMARKS
F1	(2) 32W F2373 3500K	120	4" OPEN INDUSTRIAL, DIE-FORMED CHANNEL, BAKED WHITE ENAMEL FINISH ELECTRONIC BALLAST, HORIZONTAL LAMP CIRCUIT ON DIMMER, CLEAR TEMPERED GLASS LENS	CHAIN HUNG OR JOIST MOUNTED	METALLIX IA-292-120-EBB1-AYC-WG LITHONIA IA-292-AMVOLT-3EB-WGL-HC LIGHTOLIER KY443-232-12050-AWGAWCSP-AHSCSP	CHAIN HUNG FIREGUARD

STATE OF WEST VIRGINIA
 DEPARTMENT OF ADMINISTRATION
 CHIEF ELECTRICIAN
 WEST VIRGINIA STATE CAPITOL
 BUILDING 1
 MB-44
 ELECTRICAL PLAN
 DWG. NO. 17240Z
 DATE 07/20/07

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: _____

Authorized Signature: _____ Date: _____