



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

Solicitation

NUMBER
AUD133780

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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STATE AUDITOR'S OFFICE

BUILDING 1, ROOM W100
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0230 558-2251

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DATE PRINTED
03/22/2013

BID OPENING DATE:

05/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-68		
UNINTERRUPTABLE POWER SUPPLY SYSTEM						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE AUDITOR'S OFFICE, IS SOLICITING BIDS FOR A UNINTERRUPTABLE POWER SUPPLY (UPS), PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ AUD133780 ***** TOTAL:						

SIGNATURE		TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

April 24, 2013 at 1:30 PM. EST.

WV State Auditor's Office
Bld.1 Suite W-100 Conference Room
1900 Kanawha Blvd. East
Charleston, WV. 25305

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

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

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

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

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

Question Submission Deadline:

May 01, 2013 at 3:00 PM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@wv.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 16, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

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

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within thirty (30) days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

	for	

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

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

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

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- 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
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV State Auditor's Office (WVSAO) to establish a contract for the one time purchase of Eaton 9390-160kVA Uninterruptable Power Supply (UPS) or equal.
2. **DEFINITIONS:** The terms listed below must have the meanings assigned to them below.
 - 2.1 **"Desired Item":** Vendor to provide and install one Eaton 9390-160kVA Eaton 9390-160kVA Uninterruptable Power Supply (UPS) or equal.
 - 2.2 **"Bid Evaluation Page"** means the page upon which vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as AUD133780.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet *or* exceed the mandatory requirements as defined within Exhibit B. Pricing on Exhibit A is to include freight & installation for items 3.1.1 through 3.1.3.

Note: Vendor is responsible for any measurements related to the installation and placement of new equipment (defined in sections 3.1.1 – 3.1.3). This also applies to removal of existing System 80 equipment (defined in section 3.1.7).

3.1.1 Item #1 1 each Eaton 9390 Model 160kVA/144kW, 480 input, 480V output or equal.

Including:

Output rated at: 160kVA at .9pf (144kW) leading or lagging.
 Input Voltage: 480V 3-Phase, 3 or 4 wire plus ground.
 UPS Output Voltage: 480V 3-Phase, 3 or 4 wire plus ground.
 System Output Voltage: 120/208V 3-Phase, 4 wire plus ground.
 Local Emergency Power Off (EPO).
 Double Conversion Topology.
 Load Power Factor Range- .9 lagging to .9 leading
 Scalable Parallel Architecture (parallel capability up to 5 modules)
 Advanced Battery Management Technology (ABM)
 Low Input Harmonic Distortion (<4.5% THD)

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English Display and Manuals with Software Suite CD.
9390 100-160kVA Installation & Operation Manual
9390 IDC Distribution Cabinet Installation & Operation Manual
9390 IBC Battery Cabinet Installation & Operation Manual
Reverse Transfer with Energy Saver System
Power Xpert UPS Communications Card (SNMP, Modbus TCP/IP, Email & Text). Environmental Monitor Probe

As defined in "Part 2 - Products" of Exhibit B
Any related pricing must be reflected as Item 1 on (Exhibit A)

3.1.2 Item #2 QTY: One (1) each IDC-160 Integrated Distribution Cabinet or equal.
Including:

Maintenance Bypass with two breaker design (MBP + MIS), 35kAIC rated.
Interlock between MIS and MBP.
Line Up and Match Installation with other UPS cabinets.
Top and Bottom Cable entry.
K13 Output Isolation Transformer 480V Primary, 120/ 208V Secondary.
Three (3) 3P 250AF/Adjustable Trip 100-250A Sub Feed Breakers 208V 3Phase.
One (1) 225A 42Pole Panel with Main Breaker, 120/208V 3Phase, For use with Eaton C-H Bolt-on Circuit Breakers Model BAB (10kAIC) or QBHW (22kAIC) .

As defined in "Part 2 - Products" of Exhibit B.
Any related pricing must be reflected as Item 2 on (Exhibit A).

3.1.3 Item #3 QTY: Four (4) each Integrated Battery Cabinets or equal.
Including:

Line Up and Match Configuration with other UPS cabinets.
Valve regulated, Lead Acid Battery, Flame retardant Jars.
Each Cabinet to include Internal DC disconnects and interconnect cables to UPS.
Battery Runtime: 72 Minutes at Full Load, 120 Minutes at Current Load + 10 Ton Computer Room Air Conditioning (CRAC).

As defined in "Part 2 - Products" of Exhibit B.
Any related pricing must be reflected as Item 3 on (Exhibit A).

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3.1.4 Item #4 **Services & Deliverables:**

1 - Service Protection Plan, 7x24 Coverage, with 8 hour Response.
Exhibit A.

As defined in "Part 3 - Execution" of **Exhibit B.**
Any related pricing must be reflected as Item 4 on (**Exhibit A.**).

3.1.5 Item #5 **Services & Deliverables:**

1 - Standard Startup Package, 7x24 Coverage
Exhibit A.

As defined in "Part 3 - Execution" of **Exhibit B.**
Any related pricing must be reflected as Item 5 on (**Exhibit A.**).

3.1.6 Item #6 **Freight**

Note: Batteries must be shipped separately. No freight elevator is available at the WV State Capitol. There is a loading dock in the basement of the West Wing of Building 1 of the main Capitol. Standard passenger elevators are available in the West Wing of Building 1.

Any related pricing must be reflected as Item 5 on (**Exhibit A.**).

3.1.7 Item #7 **Installation:**

Tasks to be completed as defined in "Part 3 - Execution" of **Exhibit B.**
Any related pricing must be reflected as Item 6 on (**Exhibit A.**).

3.1.8 Item #8 **Removal & Disposal of existing UPS & Battery Cabinets:**

Upon completed installation and WVSAO acceptance of Eaton 9390 or equal, the Batteries will to be removed from WVSAO and disposed of. The Cabinets will be retired as Surplus for pick up.

Description of Powerware System 80 components to be removed:

- 1 Each - Exide, 65.0 KVA, Three Phase UPS, serial # H01F028390DGH.
Dimensions: (36"W x 72" H x 31.5" D)
- 2 Each - Battery Cabinets, each with 40 batteries (80 batteries total).
Dimensions: (36" W x 72" H x 31.5" D) per cabinet to be retired Surplus and picked up.

As defined in "Part 3 - Execution" of **Exhibit B.**

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Any related pricing must be reflected as Item 7 on (Exhibit A).

3.1.9 Item #9 Training:

Operator Training and documentations

As defined in "Part 3 – Execution" of Exhibit B.

Any related pricing must be reflected as Item 8 on (Exhibit A).

3.1.10 Item #10 Maintenance

First year price

As defined in "Part 1 – General" of Exhibit B.

Any related pricing must be listed as Item 9 on (Exhibit A).

3.1.11 Item #11 Maintenance

Years 2 for future renewals and budgeting purposes

As defined in "Part 1 – General" of Exhibit B.

Any related pricing must be listed as Item 9 on (Exhibit A).

3.1.12 Item #12 Maintenance

Years 3 for future renewals and budgeting purposes

As defined in "Part 1 – General" of Exhibit B.

Any related pricing must be listed as Item 9 on (Exhibit A).

3.1.13 Item #13 Product Enhancement

Notification of available upgrade service offerings

As defined in "Part 1 – General" of Exhibit B.

Any related pricing must be listed as Item 10 on (Exhibit A).

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Desired Items. The Contract must be awarded to the vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A).

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page by – (See section 2.2). Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

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Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor must accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor must deliver the Desired Items within 30 working days after receiving a purchase order or notice to proceed. *Notice to proceed for installation* will be mutually determined between vendor and WVSAO. The UPS is critical to the data center operations of WVSAO. Therefore, the installation of the new and the removal of the old UPS' must be a coordinated effort between the vendor, WVSAO and any other parties related to the installation and de-installation. As such, these efforts will include after normal business hour (M-F 0800-1800) and/or weekend and possibly holiday time frames. Installation must be completed in 30 days. Desired Items must be delivered to Agency to the following address below:

WV State Auditor's Office
Attn: Mike Barker
1900 Kanawha Blvd. E.
Bldg. 1 Room W-130
Charleston, WV 25305

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

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

6.3 Delivery Payment/Risk of Loss: Vendor must deliver the Desired Items F.O.B. destination to the Agency's location as defined in 6.1.

6.4 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired Items must be returned to the vendor at vendor's expense and with no restocking charge. Vendor must either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items must be F.O.B. the Agency's

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location. The returned product must either be replaced, or the Agency must receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. vendor's location. Vendor must not charge a restocking fee if returned products are in a resalable condition. Items must be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition must be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

6.6 Acceptance: WVSAO acceptance shall be defined as the vendor providing verification and documentation for all criteria defined below and as specified in the said references has been met.

6.6.1 All modes of UPS operation as defined within section 1.02, part B of Exhibit B have been successfully tested and documented.

6.6.2 All options purchased within the terms of this contract have been configured, successfully tested and documented.

6.6.3 Where applicable, any and all configuration, demonstration and successful testing of any options and procedures as defined within section 2.08 of Exhibit B titled "Communications".

6.6.4 All criteria as defined within section 3.01 of Exhibit B titled "Installation/Deinstallation" have been met. Deinstallation equipment details are provided on this document under section 3.1.7, Item #7 – "Removal & Disposal of existing UPS & Battery Cabinets".

6.6.5 All steps as defined within section 3.02 of Exhibit B titled "Commissioning" have been completed and documented.

6.7 Maintenance/Service Plans:

6.7.1 Maintenance shall be incorporated as a separate Change Order to this Purchase Order.

6.7.2 Maintenance effective date(s) shall commence upon the expiration of manufacturer warranty(s).

6.7.3 All maintenance offerings offered by vendor/manufacturer must be included and pricing reflected on Exhibit A. Pricing must reflect first year price, then years 2 and 3 for future renewals and budgeting purposes. Where applicable, any uplifts for services required during warranty periods must be included on Exhibit A.

6.7.4 WVSAO will determine which maintenance/service plan best fits our needs and choose from the vendor provided offerings and pricing as reflected on Exhibit A.

6.7.5 Maintenance shall be billed on a "Quarterly in Arrears" basis.

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EXHIBIT B

**STATIC UNINTERRUPTIBLE POWER SUPPLY
GUIDE SPECIFICATION
Model Eaton 9390-160 kVA**

PART 1 - GENERAL

1.01 SUMMARY

- A. This specification describes a three-phase continuous duty, on-line, double conversion, solid-state uninterruptible power system, hereafter referred to as the UPS. The UPS must operate in conjunction with the existing building electrical system to provide power conditioning, back-up and distribution for critical electrical loads. The UPS must consist of, as required by the project: a 160kVA UPS module, battery cabinets for a minimum of 72 minutes of back-up run-time, three-breaker wrap-around maintenance bypass and an accessory cabinet with a K-13 rated transformer with 480V Primary / 120/208V Secondary with integral 3-breaker maintenance bypass and three (3) 250A 3P Adjustable Trip 100-250A load breakers.

1.02 UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEM DESCRIPTION

- A. UPS System Components: The UPS system must consist of the following main components:
1. UPS module containing a Rectifier, Inverter, Battery Charger, Static Bypass, and associated Control and Monitor Panel.
 2. Battery strings in Line-and-Match Battery Cabinets.
 3. Line-and-Match accessory cabinets for transformer, maintenance bypass, and distribution applications.
- B. UPS Module Modes of Operation: The UPS Module must operate as an on-line, fully automatic system in the following modes:
1. Normal: Utilizing commercial AC power, the critical load must be continuously supplied by the Inverter. The Inverter must power the load while regulating both voltage and frequency. The Rectifier must derive power from the commercial AC source and must supply DC power to the Inverter. Simultaneously, the Battery Charger must charge the battery.
 2. Battery: Upon failure of the commercial AC power, the critical load must continue to be supplied by the Inverter, which must obtain power from the batteries without any operator intervention. There must be no interruption to the critical load upon failure or restoration of the commercial AC source.
 3. Recharge: Upon restoration of the AC source, the Charger must recharge the batteries and simultaneously the Rectifier must provide power to the Inverter. This must be an automatic function and must cause no interruption to the critical load.
 4. Bypass: If the UPS module must be taken out of the Normal mode for overload, load fault, or internal failures, the static bypass switch must automatically transfer the critical load to the commercial AC power. Return from Bypass mode to Normal mode of operation must be

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automatic. No-break transfer to and from Bypass mode must be capable of being initiated manually from the front panel.

5. **Energy Saver:** The UPS must continuously monitor the voltage and frequency of the bypass source. When the source parameters are within acceptable limits, the UPS will utilize a minimal/optimal combination of its internal subsystems to ensure acceptable power is always delivered to the critical load, at a system efficiency of 99% or greater, over the range of 10% to 100% load. The Energy Saver System must be enabled by the user, and must be adjustable. It must incorporate a "High Alert Mode" to automatically (without user intervention) provide maximum power conditioning any time bypass source variation levels exceed preset, adjustable limits. When Energy Saver System is utilized, the UPS must attenuate ANSI C62.41-type line transients to within IEC and ITIC limits. The Energy Saver System must be able to distinguish between upstream (utility) faults and downstream (load) faults, and react appropriately to protect and support the critical load, without interruption.

1.03 PRODUCT PROVIDED STANDARDS

- A. UL 1778 (Underwriters Laboratories) – Standard for Uninterruptible Power Supply Equipment. Product safety requirements for the United States.
- B. CSA C22.2 No 107.1(Canadian Standards Association) – Commercial and Industrial Power Supplies. Product safety requirements for Canada.
- C. NEMA PE-1 – (National Electrical Vendors Association) – Uninterruptible Power Systems standard.
- D. IEC 62040-1-1 (International Electrotechnical Commission) – Uninterruptible power systems (UPS) – Part 1-1: General and safety requirements for UPS used in operator access areas.
- E. IEC 62040-1-2 (International Electrotechnical Commission) – Uninterruptible power systems (UPS) – Part 1-2: General and safety requirements for UPS used in restricted access locations.
- F. IEC 62040-3 (International Electrotechnical Commission) – Uninterruptible power systems (UPS) – Part 3: Method of specifying the performance and test requirements.
- G. IEEE 587 (ANSI C62.41) Category A & B (International Electrical and Electronics Engineers) – Recommended practices on surge voltages in low voltage power circuits.
- H. CISPR 22: FCC Rules and Regulations 47, Part 15, Class A (Federal Communications Commission) – Radio Frequency Devices (prior to Feb 16, 2006).
- I. MIL-HDBK-217E (Military Handbook) – Reliability prediction of electronics equipment

1.04 SUBMITTALS

- A. The UNINTERRUPTIBLE POWER SUPPLY (UPS) must be supplied with sufficient documentation, including the following manuals:
 1. **Installation and Operation Manual:** One copy of the installation and operation manual must be furnished upon delivery. The manual will enable the owner's, technicians, or representatives to install and operate the UNINTERRUPTIBLE POWER SUPPLY (UPS) equipment and accessories. The manual must include the following major items:
 - a) UPS description
 - b) UPS site planning and unpacking
 - c) UPS installation
 - d) Optional accessory installation
 - e) UPS theory of operation

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- f) Operating procedures
- g) System events
- h) UPS maintenance
- i) Performance and technical specifications
- j) Wiring requirements and recommendations
- k) Physical features and requirements
- l) Cabinet dimensions

1.05 QUALIFICATIONS

- A. A list of installed UPS systems of the same type as the vendor proposes to furnish for this application must supply solicitation.
- B. The vendor must have ISO 9001 certification for engineering/R&D, manufacturing facilities and service organization. Verification of this certification must be included upon request.
- C. The vendor must maintain a staffed 7x24x365 call center for technical and emergency support.
- D. Installation/Maintenance: The vendor must provide factory certified nationwide field service department staffed by factory-trained field service engineers dedicated to startup, maintenance, and repair of UPS equipment. On site Field Engineer response must be provided within 24 hours. Third-party maintenance will not be accepted.
- E. Spare Parts Support: Spare parts during the warranty period and once under maintenance contract must be available and onsite within 24 hours.
- F. Product Enhancement Program: The vendor must notify WVSAO of available feature upgrade service offerings to all users as they are developed. These upgrades must be available as optional field-installable kits.
- G. Maintenance Contracts: A complete range of preventative and corrective maintenance contracts must be provided and offered with the proposal. Under these contracts, the vendor must maintain the user's equipment to the latest factory revisions. WVSAO requires 7 X 24 minimum coverage offering.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. The UPS must withstand any combination of the following external environmental conditions without operational degradation.
 - 1. Operating Temperature: 0 degrees C to + 40 degrees C (32 degrees F to 104 degrees F) without de-rating (excluding batteries).
 - 2. Storage Temperature: - 25 degrees C to + 60 degrees C (-13 degrees F to 140 degrees F).
 - 3. Relative Humidity (operating and storage): 95% maximum non-condensing.

1.07 SAFETY

- A. The UPS must be certified by Underwriters Laboratories in accordance with UL 1778.

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- B. The UPS must be certified by the Canadian Standards Association in accordance with CSA C22.2 NO.107.1-M91.

PART 2 - PRODUCTS

2.01 UNINTERRUPTABLE POWER SUPPLY (UPS) MODULE STANDARD FEATURES

The UPS module must consist of the following standard components:

- A. Rectifier/Charger: The rectifier/charger must convert incoming AC power to regulated DC output for supplying the inverter and for charging the battery. The rectifier/charger must be a high-frequency pulse-width modulation (PWM) design, using Insulated Gate Bi-polar Transistors (IGBTs). Mean time to repair (MTTR) for the rectifier/charger module must be no more than 30 minutes in order to return UPS to normal mode. The rectifier/charger module must also provide the following:
1. The rectifier must be capable of drawing power from the utility with a power factor of 0.99 under nominal conditions.
 2. The rectifier must feature protection circuitry that prevents the IGBTs from sourcing current in excess of their published ratings.
 3. An option must be provided to allow the rectifier to be capable of operating from a delta transformer output or high impedance grounded transformer (480V systems only).
- B. Inverter: The inverter must feature an IGBT pulse-width-modulation (PWM) design with high speed switching. The inverter must also have the following features:
1. The inverter must be capable of providing the specified quality output power while operating from any DC source voltage (rectifier or battery) within the specified DC operating range.
 2. The modular design of the UPS must permit safe and fast removal and replacement of the inverter module. Mean time to repair (MTTR) for the module must be no more than 30 minutes in order to return UPS to normal mode.
 3. The inverter must feature protection circuitry that prevents the IGBTs from sourcing current in excess of their published ratings.
- C. Static Bypass: The bypass must serve as an alternative source of power for the critical load when an abnormal condition prevents operation in normal mode. The bypass must consist of a fully rated, continuous duty, naturally commutated static switch for high-speed transfers. The bypass must feature the following transfer and operational characteristics.
1. Transfers to bypass must be automatically initiated for the following conditions:
 - a) Output overload period expired.
 - b) Critical bus voltage out of limits.
 - c) Internal over temperature period expired.
 - d) Total battery discharge.

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- e) UPS failure.
 - 2. Uninterrupted automatic re-transfer must take place whenever the inverter is capable of assuming the critical load.
 - 3. Uninterrupted automatic re-transfers must be inhibited for the following conditions:
 - a) When transfer to bypass is activated manually or remotely.
 - b) In the event of multiple transfers/re-transfer operations the control circuitry must limit "cycling" to three (3) operations in any ten-minute period. The fourth transfer must lock the critical load on the bypass source.
 - c) UPS failure.
 - 4. Uninterrupted manual transfers must be initiated from the control panel. Uninterrupted manual transfers to bypass and from bypass must be possible with the inverter logic. During manual transfers to bypass mode, the inverter must verify proper bypass operations before transferring the critical load to the bypass.
 - 5. All transfers to bypass must be inhibited for the following conditions:
 - a) Bypass voltage out of limits (+/- 10% of nominal)
 - b) Bypass frequency out of limits (+/- 3 Hz, adjustable, factory set)
 - c) Bypass out of synchronization
 - d) Bypass phase rotation / installation error
 - 6. Static transfer time: No break, complete in less than 4ms.
 - 7. The bypass must be manually energized using the control panel or remotely through a building alarm input.
- D. Monitoring and control components: The following components must provide monitor and control capability:
- 1. Control panel with status indicators.
 - 2. Alarm and metering display.
 - 3. Building alarm monitoring.
 - 4. Communication ports.
- E. Battery management system: The UPS must contain a battery management system which has the following features:
- 1. The battery management system must provide battery time remaining while operating in normal mode and battery mode. Battery time available information must be displayed real-time, even under changing load conditions. Upon commissioning, battery runtime information must be available.
 - 2. The battery management system must automatically test the battery string(s) to ensure that the battery is capable of providing greater than 80% of its rated capacity. Testing the batteries must not jeopardize the operation of the critical load. Upon detection of the battery string(s) not capable of providing 80%, the UPS system will alarm that the battery needs attention/replacement. The battery test must be able to detect the following:
 - Open battery string

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Shorted battery string

Battery capacity (runtime) less than 80% of "new" battery capacity

3. The UPS must communicate battery test and monitoring data to the VENDOR's remote monitoring site. Battery life remaining, capacity, and number of on-battery events must be provided in a monthly report.
 4. A temperature sensor must be provided to monitor the ambient temperature internal to the battery cabinet. If the ambient temperature increases, the UPS system charger must automatically reduce the charging voltage to a level recommended by the battery vendor. If the ambient temperature is decreased the UPS must automatically increase the battery charge voltage to that recommended by the battery vendor.
- F. Wiring Terminals: The UPS module must contain mechanical compression terminals (adequately sized to accommodate 90°C wiring) for securing user wiring to the following locations:
1. Rectifier/charger input connections 3-wire plus ground
 2. Bypass input connections 3-wire plus ground for 480VAC
 3. DC link connections for battery cabinets (positive and negative).
 4. UPS AC output connections 3 wires plus ground.

2.03 UNINTERRUPTABLE POWER SUPPLY (UPS) MODULE OPTIONS AND ACCESSORIES

The UPS system must consist of the following options and accessories as required:

- A. Integrated Maintenance Bypass, Distribution Cabinet(s): Integrated Line-and-Match cabinet(s) must be provided that include(s):
 1. All hardware and interconnecting cable for connection to UPS module.
 2. Manual wrap-around three-breaker maintenance bypass to isolate UPS module from commercial AC input and critical load. Switch must provide complete isolation of UPS for servicing and, if necessary, complete removal and replacement of UPS while still providing bypass power to critical load. Bypass must be make-before-break, interlocked between UPS and bypass to prohibit improper operation.
 3. K-13 rated output isolation transformer.
 4. Three (3) 250A 3P Adjustable Trip (100-250A) Output Circuit Breakers to feed customers panels.
- B. SNMP Network Adapter and UPS Power Monitoring Software: SNMP adapters must provide a communications interface between the UPS module and SNMP-compatible network management systems. This capability must allow the unit to be monitored remotely over an Ethernet network using a standard web browser.

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1. UPS Power Monitoring Software: This system must continuously monitor critical power elements associated with the UPS, using the communications port on each module and a customer furnished PC. The system must automatically alarm if any problems arise and notify local or remote personnel of the alarm condition via email, page, or text message.
- C. Battery Cabinets: The battery cabinet must feature valve regulated, high-rate discharge, lead-acid batteries which provide energy to the support the critical load during a momentary loss of input power to the rectifier. The batteries must be flame retardant in accordance with UL 94V2 requirements. The battery cabinet must have the following features:
1. The battery cabinets must be the same depth and height as the UPS module.
 2. The battery cabinets must feature a mechanical enclosure of like appearance to the UPS module and must feature casters. Each battery cabinet must require front access only for installation, service and maintenance. The battery cabinets must provide top and bottom cable entry.
 3. Power wiring internal to each battery cabinet must be factory provided. Each battery cabinet must feature battery trays which can be individually disconnected from the battery cabinet power wiring with quick disconnect devices. Each battery tray must be firmly secured to the battery cabinet frame with fasteners. Each battery tray must be removable from the front of the battery cabinet.
 4. Each battery cabinet must feature a DC rated circuit breaker. The circuit breaker within the battery cabinet must only provide protection to the battery string within that battery cabinet. For battery configurations involving multiple battery cabinets, a battery string in one battery cabinet may be isolated from the DC link via its circuit breaker without removing other battery strings from the DC link and the UPS module.
 5. The circuit breaker in each battery cabinet must feature an A/B auxiliary switch. The UPS module must be capable of monitoring and alarming an open battery cabinet circuit breaker condition.
 6. The circuit breaker in each battery cabinet must feature a 48VDC under voltage release device. The UV device must operate to trip the battery breaker(s) for an emergency power off command or battery disable command.
 7. Power and Control wiring between the battery cabinet and the UPS must be factory provided with compression type connectors between cabinets.
 8. The batteries must be configured with sense leads to each jar to facilitate the future addition of a battery monitoring system.
 9. Expected battery life: 200 complete full load discharge cycles when operated and maintained within specifications.

2.05 UNINTERRUPTIBLE POWER SUPPLY RATINGS AND OPERATING CHARACTERISTICS

- A. UPS Continuous Ratings. The UPS must be rated:

UPS Rating (max)
160kVA/144kW

UPS Rating (max) is the maximum output possible from the UPS (for a load power factor range of 0.9 lagging to 0.9 leading). The UPS must not require de-rating when supporting a leading power factor load of 0.9 or greater.

- B. Rectifier/charger input:

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1. Nominal three phase input voltage: 480 VAC:
3-wire plus ground for 3-wire plus ground output configuration
2. Operating input voltage range: +10%, -15% of average nominal input voltage without battery discharge.
3. For 60Hz systems, operating input frequency range must be 55 to 65Hz.
4. Input power factor 0.99 lagging.
5. Normal input current limit: The UPS must have the following programmable input current limit settings while operating in normal mode:
 - a) Rectifier/charger input current limit must be adjustable from 100 to 115% of full-load input current.
 - b) Battery input current limit must be adjustable from 10% to 15% of the UPS full load input current regardless of the actual load on the UPS.
6. On generator input current limit: The UPS must have the following programmable input current limit settings while operating in normal mode on generator:
 - a) Rectifier/charger input current limit must be adjustable from 100% to 115% of full-load input current.
 - b) Battery recharge input current limit must be adjustable from 10% to 15% of the UPS full load input current regardless of the actual load on the UPS.
7. Input current total harmonic distortion (THD) must be less than 4.5%.
8. Power walk-in: Ramp-up to full utility load adjustable from 3 seconds to 60 seconds.

C. Bypass input:

1. Synchronizing bypass voltage range must be +/- 10% of average nominal input voltage.
2. Synchronizing bypass frequency range is centered on the nominal frequency.
3. Bypass and rectifier inputs can be supplied from out of phase sources if required.
4. Input surge withstand capability: The UPS must be in compliance with IEBE 587 (ANSI C62.41), category A & B (6kV).

D. Rectifier/charger output:

1. Nominal DC voltage must be variable between 432VDC to 480VDC for 480V input.
2. Steady state voltage regulation must be +/- 0.5%.
3. Voltage ripple must be less than 0.5% (peak-to-peak).
4. Capacity: The rectifier/charger must support a fully loaded inverter and recharge the battery to 90% of its full capacity within 10 times the discharge when input current limit is set at maximum.
5. Low line operation: The rectifier/charger must be capable of sharing the DC load with the battery when the input voltage falls below the specified operation input voltage range. The on battery indicator must enunciate operation in this mode.
6. DC sensing: Redundant DC voltage sensing methods must be incorporated for providing battery over-voltage protection.
7. Battery charger characteristics: The UPS battery charging system must have the following characteristics:

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- a) The charger must be capable of being configured for several charge modes including:
 - (1) A charging mode that increases battery life by allowing the battery to rest, reducing positive plate corrosion
 - (2) A charging mode floating the battery at a set level, which can be adjusted via software, used for flooded cell applications
 - (a) Nominal Float Voltage: 2.25 V per cell.
 - (b) Equalizing Voltage: 2.38 V maximum per cell (adjustable).
 - (c) Automatic (time based) or manual (user initiated) equalization available
- b) UPS module will automatically adjust battery shutdown based upon loading and battery capacity.
 - (1) The UPS module must automatically adjust the final discharge voltage between 1.67 and 1.75 Volts per cell based on the existing load and the rate and length of discharge.
 - (2) The absolute minimum operational voltage is 1.67 V per cell (adjustable).
- 8. To protect and prevent battery damage, the UPS module must automatically disconnect the battery system in case of full battery discharge followed by prolonged utility AC voltage failure. The time window before battery disconnection occurs must be programmable for both time and voltage.

E. UPS output in normal mode

- 1. Nominal output 480V, 3-phase, 3-wire plus ground at the output of the Integrated Distribution and Bypass cabinet. Output wiring configuration is based upon input wiring configuration for systems without internal transformers.
- 2. Steady-state voltage regulation (in inverter) must be within +/- 1% average from nominal output voltage.
- 3. Transient voltage response must be < +/- 5% from nominal voltage for 100% load step, full load re-transfers and full load drop on battery.
- 4. Transient voltage recovery must be 25ms to within +/- 1% of steady state.
- 5. Linear load harmonic distortion capability: Output voltage THD of less than 2% for 100% linear load.
- 6. Non-linear load harmonic distortion capability: Output voltage THD of less than 5% for 100% non-linear load when tested using the non-linear load described in IEC 62040-3 connected line to neutral.
- 7. Manual output voltage adjustment must be +/- 3% from nominal.
- 8. Line synchronization range must be +/- 3Hz, adjustable to +/- 5Hz.
- 9. Frequency regulation must be +/- 0.01Hz free running.
- 10. Frequency slew rate must be 1 Hz/second maximum (adjustable).
- 11. Phase angle control:
 - a) Balanced linear load must be +/- 1 degree from nominal 120 degrees
 - b) Unbalanced linear loads must less than +/- 5 degrees from average phase voltage for 100% load unbalance.
- 12. Phase voltage control:

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- a) Balanced linear loads must be +/- 1% from average phase voltage
- b) Unbalanced linear loads must be less than +/- 5% for 100% load unbalanced
- 13. Overload current capability (with nominal line and fully charged battery): The unit must maintain voltage regulation for up to 110% of resistive/inductive load for 10 minutes, up to 125% for 30 seconds, and up to 150% for 10 seconds.
- 14. Fault clearing current capability: 150% phase-to-phase for 10 cycles; 300% phase-to-neutral for up to 10 cycles
- 15. Static transfer time: No break, completed in less than 4ms.
- 16. Common mode noise attenuation:
 - a) -65dB up to 20kHz, -40db up to 100kHz
 - b) > 100dB with isolation transformer
- 17. Acoustical noise: Noise generated by the UPS under normal operation must not exceed 65dbA at one meter from any operator surface, measured at 25 degrees C (77 degrees F) and full load.
- 18. EMI Suppression: The UPS must meet FCC rules and regulation 47, part 15, for Class A devices prior to Feb 16, 2006, CISPR .
- 19. Electrostatic discharge (ESD): The UPS must meet IEC 801-2 specifications. The UPS must withstand a 25 kV pulse without damage and with no disturbance or adverse effect to the critical load.
- 20. Efficiency: The UPS efficiency must be up to 94%.

F. UPS Output with Energy Saver System option

- 1. The Energy Saver System acts to optimize the internal components of the UPS power train to maximize system efficiency when the bypass source is within the following (adjustable) limits: Voltage: +/-10%, and Frequency: +/-3Hz.
- 2. Nominal output voltage 480V, 3-phase, 3-wire plus ground at the output of the Integrated Distribution and Bypass cabinet. Output wiring configuration is based upon input wiring configuration for systems without internal transformers.
- 3. Steady-state voltage regulation must be within +/- 10% from nominal output voltage.
- 4. Line synchronization range must be +/- 3Hz, adjustable to +/- 5Hz.
- 5. Frequency regulation must be +/-3Hz when bypass source is within the limits in (1) above, and +/- 0.01Hz free running,
- 6. Overload current capability (with bypass source within the limits of (1) above) 1000% for 20msec, 600% for 50 ms
- 7. Static transfer time: No break, completed in less than 2ms, including detection time.
- 8. Acoustical noise: Noise generated by the UPS under normal operation must not exceed 65dbA at one meter from any operator surface, measured at 25 degrees C (77 degrees F) and full load.
- 9. EMI Suppression: The UPS must meet FCC rules and regulation 47, part 15, for Class A devices prior to Feb 16, 2006.
- 10. Electrostatic discharge (ESD): The UPS must meet IEC 801-2 specifications. The UPS must withstand a 25 kV pulse without damage and with no disturbance or adverse effect to the critical load.
- 11. Efficiency: The UPS efficiency must greater than 99%, over the range of 10 to 100% load.

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2.06 MECHANICAL DESIGN

- A. Enclosures: The UPS must be housed in free-standing double front enclosures (safety shields behind doors) equipped with casters and leveling feet. The enclosures must be designed for computer room applications. Front doors must have locks to prevent unauthorized entry.
- B. Ventilation: The UPS must be designed for forced-air cooling. Air inlets must be on the front of the unit. Air outlets must be on the top. Eighteen inches of clearance over the UPS outlets must be required for proper air circulation. Air filters must be commonly available sizes.
- C. No back or side clearance or access must be required for the system. The back and side enclosure covers must be capable of being located directly adjacent to a wall.
- D. Cable entry: Standard cable entry for the UPS cabinet must be through either the enclosure bottom or top. A dedicated wire way must be provided within the UPS cabinet for routing user input and output wiring.
- E. Front access: All serviceable subassemblies must be modular and capable of being replaced from the front of the UPS (front access only required). Side or rear access for installation, service, repair or maintenance of the UPS system must not be required.
- F. Service area requirements: The 208Vac system must require no more than thirty-six (36) inches of front service access room and must not require side or rear access for service or installation. The 480Vac system must require no more than forty-two (42) inches of front service access room and must not require side or rear access for service or installation.

2.07 CONTROLS AND INDICATORS

- A. Microprocessor controlled circuitry: The UPS controls must have the following design and operating characteristics:
 - 1. Fully automatic operation of the UPS must be provided through the use of microprocessor controlled Digital Signal Processing. DSP must eliminate variances from component tolerance or drift, and provide consistent operational responses.
 - 2. All operating and protection parameters must be firmware controlled, thus eliminating a need for manual adjustments. The logic must include system test capability to facilitate maintenance and troubleshooting. Printed circuit board replacement must be possible without requiring calibration.
 - 3. Start-up and transfers must be automatic functions.
- B. Digital Front Panel Display: The UPS control panel must be a digital front panel display that features a backlit LCD display. The LCD must display UPS status, metering, battery status, alarm/event queue, active alarms and UPS configurations. The front panel display must show a system mimic diagram with an outlined power path, current operating mode and event logs.
- C. Control Panel Indicators: The UPS control panel must provide the following monitoring functions with indicator LED's:
 - 1. NORMAL: This must indicate that the commercial AC utility or generator source is supplying power to the rectifier and the inverter is supporting the critical load. A text message must indicate if the bypass line is not within tolerance.

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2. BYPASS: This must indicate that the UPS has transferred the load to the bypass circuit.
 3. BATTERY: This must indicate that the commercial AC utility or generator source has failed and the battery is supplying power to the inverter, which is supporting the load. A text message must indicate if the battery charge is low or if the battery is installed but disconnected.
 4. ALARM: This must indicate that the UPS detects an alarm condition, outlined in detail in the operator's manual.
- D. Control Panel Controls: The UPS control panel must provide the following functions from front panel push buttons:
1. EVENTS: Displays the list of Active System Events and a historical log of system events. Historical logs must include a detailed time stamped list of the latest events.
 2. METERS: Displays performance meters for the system or critical load. When selected, the front display must show individual screens of input parameters, output parameters or bypass parameters including; voltage, current and frequency. In addition, the battery display must show runtime remaining.
 3. CONTROLS: Displays a System Controls screen. Allows selection of operating mode, normal, bypass, charger on/off and Power Module on/off.
 4. SETUP: Allows display contrast, date and time information serial communication port configuration and display of firmware revision numbers.
 5. RETURN: Confirms selection or returns to previous screen.
- E. Interface panel: The UPS must be equipped with an interface panel, located behind a protective cover, which provides the following signals and communication features in a Class 2 environment:
1. Alarm contact: A dry contact for annunciating a summary alarm must be provided for customer use. This contact must be Form "C" capable of supplying both N/O and N/C contacts. Contact ratings must be 5A max at a voltage not to exceed 28VDC or 277VAC.
 2. RS232 (EIA / TIA-232) communications interface: Circuitry must be provided for one RS232 (EIA / TIA-232) communication port for connection to automated service department diagnostic tools. This port may be used with simple ("dumb") terminals to gain remote access to all unit operation information.
 3. Building alarms: Two inputs must be provided for monitoring the status of external dry contacts. Building alarms must be set up through the UPS configuration mode function on the RS232 (EIA / TIA-232) port.
 4. External EPO contacts: Must be provided to connect an external remote emergency power off switch to shut down the UPS and de-energize the critical load.
 5. Battery control contacts: Contacts must be provided to connect the battery UVR and auxiliary signals from a battery breaker or battery disconnect switch.
 6. External bypass indicator connection: A connection point must be provided to acknowledge that an external maintenance bypass has been closed around the UPS, placing the critical load on utility power.

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- A. Communications Bay: The UPS must be equipped with field configurable communications bays that will accommodate four (4) communication devices
- B. Remote Monitoring:
 - 1. Optional WEB/SNMP communication capabilities will be available for all systems. This will provide WVSAO the ability to remotely monitor via web interfaces and be notified of systems status and alerts via email.
 - 2. The UPS must be able to be monitored remotely via communications devices. VENDOR must provide optional communications devices capable of communicating via various industry standard protocols such as RS232 and ModBus. Monitoring of UPS status may also be performed through isolated dry contact Form C relays.
 - 3. Remote monitoring of the UPS must also be possible through status indicators elsewhere in the same facility through a device that replicates these indicators.

The UPS communication capability should be able to integrate into any industry standard Building Management System (BMS) and/or Network Management System (NMS). The UPS must also be able to be monitored via any standard Internet browser (i.e. Internet Explorer and Netscape).

To prevent interruptions to WVSAO equipment, all optional hardware interfaces must be "Hot-swappable" (UPS maintains power to critical applications while changing interfaces).
- C. Shutdown:
 - 1. There must be a mechanism that provides graceful, orderly, unattended, sequential shutdown of one or multiple computers powered by one UPS. This shutdown must be performed via in-network or out-of-network means. The order of shutdown must be user-defined, allowing the maximization of runtime on battery for more critical systems.
 - 2. The UPS must also be capable of interfacing with an operating system's built-in shutdown routine, e.g. Windows NT. This must be done through a cable connection to the optional serial port on the UPS.
- D. Notification:
 - 1. There must be a mechanism to send alerts to key personnel via email or SNMP traps. An alarm notification may also be sent by a network message.
 - 2. Dial-out to a computer for alarm notification may be performed. The user may respond by dialing-in to retrieve alarm history and a summary of current meter status.
 - 3. Management: A remote battery test may be performed via an Ethernet network. The UPS must be tested through invoking a single command.

2.08 UNINTERRUPTABLE POWER SUPPLY (UPS) MODULE PROTECTION

- A. Rectifier/Charger and Bypass protection must be provided through individual fusing of each phase.
- B. Battery protection must be provided by thermal-magnetic molded-case circuit breakers in each battery cabinet (if standard battery pack is provided) or external protective device for an external battery.
- C. Electronic current limiting circuitry and fuses in the Inverter circuit must provide output protection.
- D. To comply with agency safety requirements, the UPS module must not rely upon any disconnect devices outside of the UPS module to isolate the battery cabinet from the UPS module.

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PART 3 - EXECUTION

3.01 INSTALLATION/DEINSTALLATION

- A. Install in accordance with vendor's instructions.
- B. The vendor who is awarded the bid must work with the WV State Auditor's designated electrician(s) to coordinate the installation, startup and commissioning of the new UPS.
- C. This designee will assist the vendor with any required or related electrical work associated with the installation of the new UPS in the Data Center located at the Capitol Complex room W130.
- D. Upon successful completion and cutover to the new UPS, this designee will assist the vendor with any required or related electrical work associated with the de-installation and dispose of batteries. The cabinets will be retired Surplus for pickup of the existing System 80 UPS in the Data Center located at the Capitol Complex room W130.
- E. The designee will act as a consultant to both WV State Auditor's Office and the winning vendor during the course of the planning, delivery and installation of the new UPS.

3.02 COMMISSIONING

- A. Factory start-up must be provided on a 7 x 24 basis. Start-up service must be provided at no extra charge and must include one visit to perform all procedures and tests specified within UPS Installation and Operation manual. UPS vendor must also offer the following services:
 - 1. Pre-energize visit to inspect installation and provide guidance to installers as required.
 - 2. Post-start-up visit for alarm notification configuration, operator training, generator testing, etc.
- B. The following procedures and tests must be performed by Field Service personnel during the UPS startup:
 - 1. Visual Inspection:
 - a) Visually inspect all equipment for signs of damage or foreign materials.
 - b) Observe the type of ventilation, the cleanliness of the room, the use of proper signs, and any other safety related factors.
 - 2. Mechanical Inspection:
 - a) Check all the power connections for tightness.
 - b) Check all the control wiring terminations and plugs for tightness or proper seating.
 - 3. Electrical Pre-check:
 - a) Check the DC bus for a possible short circuit.
 - b) Check input and Bypass power for proper voltages and phase rotation.
 - c) Check all lamp test functions.
 - 4. Initial UPS Startup:
 - a) Verify that all the alarms are in a "go" condition.

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- b) Energize the UPS module and verify the proper DC, walkup, and AC phase on.
 - c) Check the DC link holding voltage, AC output voltages, and output waveforms.
 - d) Check the final DC link voltage and Inverter AC output. Adjust if required.
 - e) Check for the proper synchronization.
 - f) Check for the voltage difference between the Inverter output and the Bypass source.
 - g) Optional on site full-load, step-load, and battery discharge tests using supplier furnished load bank, must also be offered.
5. Operational Training: Before leaving the site, the field service engineer must familiarize responsible personnel with the operation of the UPS. The UPS equipment must be available for demonstration of the modes of operation. Any operational training costs must be noted and included in the bid price.

3.03 WARRANTY

All components of the UPS system must be covered by a standard one-year limited factory warranty and service protection package.

One-year limited factory warranty must include replacement coverage for the UPS parts for a period of 18 months from shipment or 12 months from start-up, whichever occurs sooner.

One-year service protection package must include 7x24 on-site repair/replacement labor for UPS parts and batteries; 7x24 technical support coverage; and 7x24 remote monitoring service (with monthly reports for UPS and battery performance). Standard response time must be 8 hours from receipt of call. Vendor must also offer, as an option, 7x24 on-site service support, with guaranteed response times of 4, or 2 hours from the time a service call is placed. Additional preventive maintenance visits must be available as an option for both UPS and battery components.

Vendor must also include Start-up services consisting of: 5x8 Start-up service of UPS and batteries, with an option for 7x24 Start-up. On-site user training, Site Audit, installation and commissioning of monitoring service, and validation of one-year limited factory warranty will be performed during the start-up.

Vendor must also offer a service plan to provide 7x24 on-site coverage (preventive and corrective) for UPS and batteries, guaranteed response time, remote monitoring, Web access to service site history, annual Site Audit, UPS and battery preventive maintenance visit, and discounts on upgrade and modification kits. Vendor must also provide an optional battery service plan to provide parts-and-labor coverage for partial and full battery strings, either with preventive maintenance or replacement coverage.

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EXHIBIT A SPECIFICATIONS FOR EATON 9390-160 KVA (OR EQUAL)

Item	Qty.	Style	Description	UNIT \$	Ext Total
1	1	Eaton 9390, Model 160	160kVA/144kW, 480 input, 480V output		
2	1	IDC-160	Integrated Distribution Cabinet, 160kVA, 480V In, 208V Out		
3	4	IBC-L	Integrated Battery Cabinets		
4	1	Services & Deliverables	7/24 Coverage with 8 hour response, and price all service options		
5	1	Standard Start Up Package	7/24 Standard Startup Package		
6	1	Freight	Dock to Dock freight charges, FOB:Destination for Batteries per Section 3.1.5		
7	1	Installation	Install in accordance with manufacturer's instructions		
8	1	Removal/Disposal	Existing Powerware System 80 (UPS) upon completed installation of Eaton 9390-160		
9	1	Training	Operator Training		
10	1	Maintenance	First Year Price		
11	1	Maintenance	Year 2 for future renewal for budgeting purposes		
12	1	Maintenance Renewals	Year 3 future renewal for budeting purposes		
13	1	Product Enhancement	Notification of available upgrade service offerings		

Company Name

Representative Signature

Representative Printed

Phone/Fax

Contractor License#

Date

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

(A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)

(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.

(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)_____ of _____(D)_____, _____(E)_____,
as Principal, and _____(F)_____ of _____(G)_____,
_____(H)_____, a corporation organized and existing under the laws
of the State of _____(I)_____ with its principal office in the City of
_____(J)_____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of _____(K)_____
(\$ _____(L)_____) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____(M)_____

NOW THEREFORE.

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

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee 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 hereto and these presents to be signed by their proper officers,
this _____(N)_____ day of _____(O)_____, 20 _____(P)_____.

Principal Corporate Seal

(R)

_____(Q)_____
(Name of Principal)
By _____(S)_____
(Must be President or
Vice President)
_____(T)_____
Title

(U)
Surety Corporate Seal

_____(V)_____
(Name of Surety)

_____(W)_____
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

Agency _____
 REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
 _____ of _____, _____, as Principal, and _____
 _____ of _____, _____, a corporation organized and existing under the laws of the State of _____
 _____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
 of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

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

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
 _____ day of _____, 20____.

Principal Corporate Seal

 (Name of Principal)

By _____
 (Must be President or
 Vice President)

 (Title)

Surety Corporate Seal

 (Name of Surety)

 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
 must be affixed, a power of attorney must be attached.**

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD133780

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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