



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

**Request for
 Quotation**

RFQ NUMBER
MMB90008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**ROBERTA WAGNER
 304-558-0067**

***407103539 304-541-6913**
SIEMENS ENERGY & AUTOMATION IN
418 SKYLINE DRIVE
CHARLESTON WV 25302

HEALTH AND HUMAN RESOURCES
MILDRED MITCHELL-BATEMAN
HOSPITAL
1530 NORWAY AVENUE
HUNTINGTON, WV
25705 304-525-7801

DATE PRINTED 06/05/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/19/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: MMB90008</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

RECEIVED
 2008 JUN 16 P 12:59
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304 541-6913** DATE **6/16/08**

TITLE **Sales** FEIN **#39-128-0256** ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR

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SHIP TO

HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2008				

BID OPENING DATE: **06/19/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-86		
	TRANSFORMER	REPLACEMENT				
***** THIS IS THE END OF RFQ MMB90008 ***** TOTAL:						\$76,474.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 541-6913	DATE 6-16-08
TITLE Sales	FURN #39-128-0256	ADDRESS CHANGES TO BE NOTED ABOVE

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

Question 1

What is the physical location of the transformer?

Answer

The physical location of the transformer is behind building 4 on an existing pad at Mildred Mitchell-Bateman Hospital at 1530 Norway Ave., Huntington, WV 25709.

Question 2

Who is to dispose of the old transformer?

Answer

The old transformer has already been removed. We are renting a transformer.

Question 3

What is the kva rating and weight of the existing transformer?

Answer

The kva rating was 1000 and the weight was 8500 lbs.

Question 4

Will there be oil disposal requirements?

Answer

No.

Question 5

Will existing cables be used?

Answer

Yes.

Question 5a

Will existing cable require testing prior to energizing?

Answer

No.

Question 6

Is the new transformer required to be UL listed?

Answer

Yes.

Question 7

Transformer delivery may exceed the 45 calendar day requirement. Will this be extended to allow for longer delivery time?

Answer

Yes, if need be.

Question 8

What roof penetrations and/or roofing will be required that a two year maintenance bond on the roofing system is required per page 4 of the RFQ?

Answer

The transformer will not be located on the roof. It will be located on a concrete pad that is already in place. The transformer will not require a roof.

Question 9

Who is the contact person to look over the conditions?

Answer

Randy Fetty. 544-7226

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

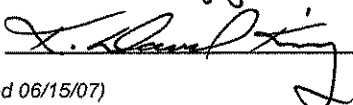
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

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

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

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

Vendor's Name: SIEMENS ENERGY & Automation, INC.

Authorized Signature:  Date: 6-16-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Siemens Energy and Automation
of 418 Skyline Dr., Charleston, WVA, as Principal, and Federal Insurance Company
of 15 Mountain View Rd., Warren, NJ, a corporation organized and existing under the laws of the State of IN
with its principal office in the City of Warren, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the* (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.
*amount bid

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
Turnkey Transformer Replacement

NOW THEREFORE,

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

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

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
29 day of MAY, 20 08

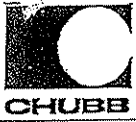
Principal Corporate Seal

Siemens Energy and Automation
(Name of Principal)
By [Signature]
(Must be President or Vice President)
Exec. VP & CFO
(Title)

Surety Corporate Seal

Federal Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
Jeanette Porriani

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.



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jeannette Porrini and Stacy Rivera of Farmington, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business; and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 4th day of October, 2005

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

John P. Smith
John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 4th day of October, 2005

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me

known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Karen A. Eder
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

5/29/2008



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

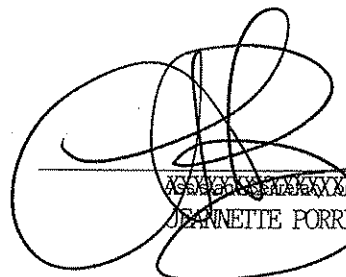
DECEMBER 31, 2007

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 268,650	Outstanding Losses and Loss Expenses....	\$ 11,665,892
United States Government, State and Municipal Bonds	11,760,927	Unearned Premiums	3,576,372
Other Bonds	3,748,134	Reinsurance Premiums Payable	388,475
Stocks	1,228,819	Provision for Reinsurance	152,814
Other Invested Assets	<u>1,813,473</u>	Other Liabilities	<u>1,010,325</u>
 TOTAL INVESTMENTS	 <u>18,820,003</u>	 TOTAL LIABILITIES	 <u>16,793,878</u>
 Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc.	2,488,838	Paid - In Surplus.....	3,106,790
Pacific Indemnity Company	1,842,863	Unassigned Funds.....	<u>9,749,409</u>
Chubb Insurance Investment Holdings Ltd....	886,556	 SURPLUS TO POLICYHOLDERS	 <u>12,877,179</u>
Executive Risk Indemnity Inc.	820,609		
CC Canada Holdings Ltd.	567,070		
Great Northern Insurance Company	374,275		
Chubb European Investment Holdings SLP..	304,522		
Chubb Insurance Company of Australia	178,307		
Vigilant Insurance Company	150,317		
Other Affiliates	257,152		
Premiums Receivable	1,552,350		
Other Assets	<u>1,428,195</u>		
 TOTAL ADMITTED ASSETS	 <u>\$ 29,671,057</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	 <u>\$ 29,671,057</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$478,269,830 are deposited with government authorities as required by law.

A CORRECT STATEMENT:



 Jeannette Porcini
 Attorney - in - Fact

SIEMENS

June 16, 2008

Randy Fetty
Mildred Mitchell-Bateman Hospital
1530 Norway Ave.
Huntington, WV.

**Subject: Supply and Install New Transformer -- RFQ MMB 90008
Siemens Energy & Automation Inc. Negotiation No. BNE-2008-03-014 KDKRev.1**

Dear Mr. Fetty:

Siemens Energy & Automation Inc. is pleased to submit your review and consideration, this proposal to supply a new transformer and installation.

New Transformer Specifications:

1 each, 1000 kVA PADMOUNT transformer, three phase, OIL (type 2) filled, 65 degree C rise, ONAN, 60 HZ, **COPPER** windings, 30 degree C average ambient. High voltage 12470 delta, 95 kV BIL, with 2 - 2.5% FCAN & 2 - 2.5% FCBN taps, and 6.2% nominal (5.74% - 6.67%) impedance. Low voltage 208Y/120 (XO bushing with ground strap), 30 kV BIL, (DY1 vector connection). Live front, radial feed high voltage with eyebolt bushings. Six hole spade low voltage bushings. Padmount green paint color.

ACCESSORIES:

thermometer
liquid level gauge
pressure vacuum gauge
gas sample valve
non-PCB label
1 inch drain valve and sampler
pressure relief valve
standard industrial enamel paint with one quart touch-up paint
pentahead locking device
seismic zone 4 hold downs
15 kV live front distribution class arresters

Retrofit design:

27"W HV / 31"W LV compartments
36" HV / 41" LV bushing heights
56" max depth (excluding radiators)
65" max height
5 position tap changer

Siemens Energy & Automation Inc.

418 Skyline Drive
Charleston, WV. 25302

Tel: (304) 541-6913
Fax: (304) 344-3009

SIEMENS

Shipment would be made within **10-12 weeks** after receipt of the purchase order, here at the factory and/or return of approved construction drawings. If required, allow 3 to 4 weeks for approval drawings. **NOTE: Approval drawings must be approved & returned within 30 days of receipt. If not received in this time period, the order will be subject to possible additional charges.**

Record drawings will be provided 4 weeks prior to shipment.

Customer Responsibility:

- Make all equipment available upon arrival of Siemens Energy & Automation Inc. personnel, including removal from service, to permit continuous progression of work.
- Provide or authorize Siemens Energy & Automation Inc. to obtain a source of auxiliary power for operation of the oil processor trailer.
- * Set transformer back on the concrete pad for installation and supply a bucket truck and electrical for arial hookup.

Scope of Work:

- Siemens energy & Automation Inc. will provide engineer, technicians and tools, to test the transformer and install it.
- Perform insulation resistance test to transformer
- Doble Power Factor test bushings and transformer
- Perform turns ratio test.
- Issue report on all findings and test results.

Siemens Energy & Automation Inc. will provide the necessary Engineering Service Engineers, Technicians, tools, materials and approved test equipment to inspect, service and test the purchaser's electrical equipment as described herein. All work is to be done in place.

Siemens Energy & Automation Inc. Responsibility

- All safety equipment and documentation as necessary.
- A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

SIEMENS

Pricing

The price for the new unit is ----- **\$57,153.00**

Optional price for the installation is ----- **\$19,321.00**

Please reference Siemens Energy & Automation Inc. Negotiation number BNE-2008-03-014KDKRev.1 on purchase order for this order.

Upon arrival of Siemens Energy & Automation Inc. personnel, Siemens Energy & Automation Inc. will be allowed continuous access to the jobsite. Delays in performing the work out of the control of Siemens Energy & Automation will be considered and billed as extra work.

Safety Training of Siemens Industrial Services Field Personnel

All Siemens Industrial Services field personnel completed internal annual safety training. Furthermore, all Siemens Energy & Automation Inc. field personnel received training to comply with the new OSHA CFR1910.269 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts).

Additional Work and Replacement Parts

Replacement parts and additional labor required to affect any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization. Any authorized additional work will be accomplished in compliance with the Siemens Energy & Automation Inc. Price List 49-020, Dated October 10, 2007.

Terms of Payment

An invoice in the amount of the above firm price plus billing for any extra work or delay time will be issued upon completion of the defined scope of work. Payments are due and payable net within (30) thirty days from the date of each invoice.

Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Siemens Energy & Automation Inc. Selling Policy 49-000 dated October 1, 2007 (Copy can be supplied upon request) . This offer limits acceptance to the terms contained herein, including the referenced selling policy.

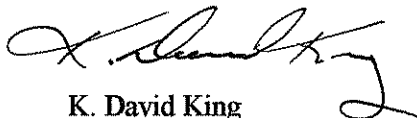
SIEMENS

Offer Validity

This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Siemens Energy & Automation Inc. The return of a purchase order or any other reasonable manner of acceptance communicated to Siemens Energy & Automation Inc. during such validity period will be sufficient to form an agreement on the terms and conditions of this offer.

Thank you for the opportunity to be of service to you. If you have any questions, or if we may be of further service, please contact us at (304-541-6913). We look forward to working with you on this project.

Sincerely,



K. David King
Sales Representative

Attachment

mtd

Siemens Energy and Automation, Inc.
Process Solutions Division
418 Skyline Drive
Charleston, WV 25302

Tel (304) 541-6913
Fax (304) 344-3009