



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
BPH70348

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

FBN ENTERPRISES
WILLY CULLEY
130 SCHOOL STREET
WEIRTON, WV 26062

HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM
VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/03/2007				

BID OPENING DATE: 02/06/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		285-39	134,700.00	332,000.00
OPEN END CONTRACT TO PROVIDE AC POWER GENERATORS						
OPEN END CONTRACT						
TO ESTABLISH AN OPEN END CONTRACT FOR VARIOUS STANDBY AC POWER GENERATORS FOR THE STATEWIDE MEDICAL COMMAND MICROWAVE SYSTEM AND INTEROPERABLE RADIO SYSTEM FOR SUBDIVISIONS. THIS CONTRACT WOULD BE FOR PURCHASE OF THE GENERATORS, ACCESSORIES, DELIVERY AND INSTALLATION TO SPECIFIC TOWER SITES AS PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Willy B. Culley	1-304-748-1143	02-05-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	233-13-5121	

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Willy B Culley</i>	TELEPHONE	1-304-748-1143	DATE	02-05-07
TITLE	Owner	FEIN	233-13-5121	ADDRESS CHANGES TO BE NOTED ABOVE	

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FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, 1/12/07. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV						
EXHIBIT 6						
PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH						

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<p>PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: (✓) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 60 SIXTY DAYS AFTER THE EFFECTIVE DATE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Willy B Culley	TELEPHONE	1-304-748-1143	DATE	02-05-07
TITLE	OWNER	FEIN	223-13-5121	ADDRESS CHANGES TO BE NOTED ABOVE	

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CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF <u>NINETY</u> DAYS (90)						
() THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:						
.....						
.....						
.....						
.....						
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).						
A. APPLICATION IS MADE FOR 2.5% 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 HEAD-QUARTERS 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						

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SIGNATURE	<i>Wilma B. G</i>	TELEPHONE	1-304-748-1143	DATE	02-05-07
TITLE	OWNER	FEIN	233-13-5121	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(✓) 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	Owner	PEIN	233-13-5121	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>FBN Enterprises</u></p> <p>DATE: <u>02/05/07</u></p> <p>SIGNED: <u>Willy B. Culley</u></p> <p>TITLE: <u>Owner</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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<u>Owner</u>	<u>233-13-5121</u>	

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WEIRTON, WV 26062

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FBN ENTERPRISES

February 5, 2007

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

RE: RFQ BPH70348
BUYER 22

Dear Sir or Madam:

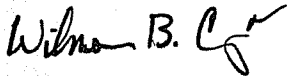
I WILLY CULLEY dba FBN ENTERPRISES under WV LICENSE # WV 028597

request the WV Vendor preference in accordance with the WV Code as specified under item 8.

of the General Terms & Conditions listed on the back of Page 1 for the above referenced

Request for Quotation.

Sincerely,



Willy Culley

OWNER – FBN ENTERPRISES

.....

A WEST VIRGINIA CONTRACTOR



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<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID.</p> <p>BUYER: ROBERTA WAGNER - 22</p> <p>RFQ. NO.: BPH70348</p> <p>BID OPENING DATE AND TIME: 02/06/2007@ 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 1-304-748-4903</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Willy Culley</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
** PLEASE ENCLOSE A CONVENIENCE COPY **						
***** THIS IS THE END OF RFQ BPH70348 ***** TOTAL:						332,000.00

EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88

O.K.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Willy Culley</i>	1-304-748-1143	02-05-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	233-13-5121	

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

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), State Trauma and Emergency Care System (STECS) desires to establish an open-end contract for the purchase of various **standby AC power generators** for the Statewide Medical Command communications and interoperable radio system as well as all state agencies and political subdivisions.

SPECIFICATIONS

1.0 General

- 1.1** Quoted price for each generator shall include delivery and installation of generator unit onto concrete pad at specified tower sites through out West Virginia. Vendor shall include in quote all materials, delivery, and installation costs including, automatic transfer switch, connection of generator to transfer switch with appropriate conduit and wiring, as well as start-up test of generator.
- 1.2** Quote shall be valid for a period of one year, with option to renew for two (2) additional one year periods.
- 1.3** All generator units must meet applicable UL,NFPA, ISA, IEC, CSA, and OSHA guarding, standards.
- 1.4** Successful bidder must be able to provide parts and maintenance for the units quoted.
- 1.5** Units quoted must have a minimum warranty on parts and labor of one (1) year.
- 1.6** Bidder to include copy of unit specifications to confirm compliance with bid specifications.

2.0 Mandatory Engine features

- 2.1** Liquid Propane (LP) fuel system
- 2.2** Heavy duty 4 cycle engine
- 2.3** Electronic distributorless ignition system
- 2.4** Liquid cooled
- 2.5** Electronic governor
- 2.6** 12 volt DC electrical starting system
- 2.7** Twist-on full flow cartridge oil filter
- 2.8** Dry Air cleaner with disposable element
- 2.9** Low oil pressure shutdown
- 2.10** Low coolant level shutdown
- 2.11** High coolant temperature shutdown
- 2.12** Easily accessible coolant and oil drains piped to edge of base

3.0 Mandatory Electrical Unit Features

- 3.1** Auto remote starting and stopping
- 3.2** Precise frequency and voltage regulation
- 3.3** Random voltage regulation of +/- 1%
- 3.4** Single phase 120/240 volts AC output
- 3.5** Gas pressure regulator
- 3.6** Radiator and cooling fan with guards
- 3.7** Volts adjust potentiometer
- 3.8** Safety shutdown and alarm indicators
- 3.9** Engine and generator instrumentation
- 3.10** Audible alarms for all faults
- 3.11** Auto start control panel

4.0 Mandatory Additional required features

- 4.1** Weather protective enclosure with anticorrosive heavy duty weather resistant paint
- 4.2** Skid base with vibration isolation
- 4.3** Engine coolant/oil heater
- 4.4** Remote monitoring and auto start functions
- 4.5** Must include operation and maintenance manual with wiring diagrams
- 4.6** Automatic transfer switch shall be inclusive within the price quoted for each generator.

5.0 Size and type of generator units

- 5.1** The following size generator units are being requested.

- a. 10 kW
- b. 15 kW
- c. 20 kW
- d. 30 kW
- e. 35 kW
- f. 45 kW
- g. 60 Kw

- 5.2** The ratings in item 5.1 are for "Standby" power as defined in ISO8528 and ISO 3046. Individual unit ratings may be +/- 2 kW, except 60 Kw unit may be +/- 5 Kw.

6.0 Bid Evaluation Sheet

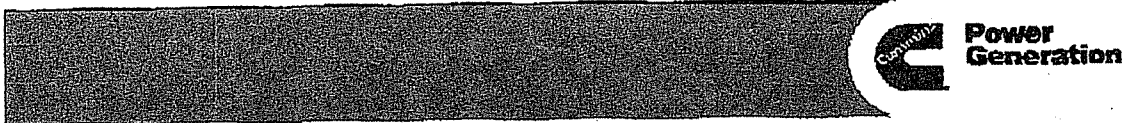
Bid will be evaluated based on the Grand Total Price listed below. Award will be based on the lowest Grand Total Price which meets all specifications in items 1.0 through 5.0.

Note: Vendors should take particular note of the specifications in General Section 1.0 to assure compliance.

Qty	Size	Description	Unit Price	Total Price
2	10 kW	LP Generator 20kw	17,600	35,200
6	15 kW	LP Generator 20kw	17,600	105,600
4	20 kW	LP Generator 20kw	17,600	70,400
2	30 kW	LP Generator 30kw	19,600	39,200
2	35 kW	LP Generator 35kw	19,300	38,600
1	45 kW	LP Generator 47kw	20,500	20,500
1	60 kW	LP Generator 60kw	22,500	22,500
			134,700	
GRAND TOTAL OF BID PRICE				332,000

Above quantities are for sample purposes only. Actual ordered amounts may be more or less.

END OF SPECIFICATIONS



Quotation

Cummins Bridgeway, LLC.
3 Alpha Drive
Pittsburgh PA 15238 United States
Direct: 412-820-8449

February 5, 2007

FBN Enterprises
Cell: 304-670-4673
Fax: 304-748-4903

Attention: Will Culley

Project Name: WV Statewide Medical Command Communications

Quotation: 10138-9822

Thank you for your inquiry. We are pleased to quote as follows:

Item	Description	Qty
	Spark Ignited Genset: 60Hz-20kW	
20GGMA	Genset-Spark Ign,60Hz,20kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
C099-2	Fuel System-LP Vapor Withdrawal	1
F216-2	Enclosure-Aluminum,Weather Protective,w/Exh System	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
B267-2	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C	1
H680-2	PCC1301 GenSet Controller	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
K796-2	Stop Switch-Emergency	1
KP80-2	Circuit Breaker Or Entrance Box-Right Side Only	1
KT18-2	CircuitBreaker-90A,Right,2P,240VAC,80%,UL	1
F207-2	Wind Rating-150MPH,Aluminum Housing	1
F179-2	Skidbase-Housing Ready	1
E126-2	EngineCooling-Enhanced HighAmbient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1

D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty-1 Year Base	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
PD-179-4720-03	LP Liquid Conversion	1
BE-0031-1	12VDC Engine Starting Battery - 750CCA	1
FA-0.75-NPT	Fuel Strainer and Flexible Fuel Line 3/4" NPT	1
AO-5000	Oil and Antifreeze Installed, Plus One (1) Set of O & M Manuals unless noted otherwise.	1

Transfer Switch-Electronic Control:40A/70A/125A

OTEC125	Transfer Switch-Electronic Control, 125Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
K001-7	Battery Charger-2 Amp, 12/24 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1
DC-4320-10	Delivery of Equipment to Jobsite.	1
TT-4320-8	Travel Time and Mileage to the Jobsite	1
SU-0200-5	Standard Emergency Generator Start Up during Normal Business Hours	1

Spark Ignited Genset: 60Hz-30kW

30GGMC	Genset-Spark Ign, 60Hz, 30kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
C099-2	Fuel System-LP Vapor Withdrawal	1
F216-2	Enclosure-Aluminum, Weather Protective, w/Exh System	1
R104-2	Voltage-120/240, 1 Phase, 3 Wire	1
B267-2	Alternator-60Hz, 12 Ld, Broad Rng, Full 1Ph Outp, 125C	1
H680-2	PCC1301 GenSet Controller	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
K796-2	Stop Switch-Emergency	1
KP80-2	Circuit Breaker Or Entrance Box-Right Side Only	1
KT24-2	CircuitBreaker-125A, Right, 2P, 240VAC, 80%, UL	1
F207-2	Wind Rating-150MPH, Aluminum Housing	1
F179-2	Skidbase-Housing Ready	1
E126-2	EngineCooling-Enhanced HighAmbient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1

E089-2	Extension-Engine Coolant Drain	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty-1 Year Base	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
PD-179-4720-03	LP Liquid Conversion	1
BE-0031-1	12VDC Engine Starting Battery - 750CCA	1
FA-0.75-NPT	Fuel Strainer and Flexible Fuel Line 3/4" NPT	1
AO-5000	Oil and Antifreeze Installed, Plus One (1) Set of O & M Manuals unless noted otherwise.	1

Transfer Switch-Electronic Control:40A/70A/125A

OTEC125	Transfer Switch-Electronic Control,125Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
K001-7	Battery Charger-2 Amp,12/24 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1
DC-4320-10	Delivery of Equipment to Jobsite.	1
TT-4320-8	Travel Time and Mileage to the Jobsite	1
SU-0200-5	Standard Emergency Generator Start Up during Normal Business Hours	1

Spark Ignited Genset: 60Hz-35kW

35GGFD	Genset-SpkIgn NatGas/Propane,60Hz,35kW-StandbyRtg	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
C053-2	Fuel System-LP Liquid Withdrawal	1
F182-2	Enclosure-Steel,Weather Protective,with ExhSys	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
B267-2	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C	1
H643-2	PCC 2100 GenSet Controller	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	1
KB19-2	Circuit Breaker-150A,2pole,240V,Thermo-Magnetic,UI	1
F179-2	Skidbase-Housing Ready	1
E074-2	Engine Cooling-Radiator, 50C Ambient	1
H389-2	Shutdown-Low Coolant Level	1

E089-2	Extension-Engine Coolant Drain	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty-1 Year Base	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
BE-0031-1	12VDC Engine Starting Battery - 750CCA	1
FA-0.75-NPT	Fuel Strainer and Flexible Fuel Line 3/4" NPT	1
AO-5000	Oil and Antifreeze Installed, Plus One (1) Set of O & M Manuals unless noted otherwise.	1

Transfer Switch-Electronic Control:150A/225A/260A

OTEC150	Transfer Switch-Electronic Control,150Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
K001-7	Battery Charger-2 Amp,12/24 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1
DC-4320-10	Delivery of Equipment to Jobsite.	1
TT-4320-8	Travel Time and Mileage to the Jobsite	1
SU-0200-5	Standard Emergency Generator Start Up during Normal Business Hours	1

Spark Ignited Genset: 60Hz-47kW 50Hz-35kW

47GGFE	Genset-Spark Ignited Propane,60Hz,47kW-StandbyRtg	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
C053-2	Fuel System-LP Liquid Withdrawal	1
F182-2	Enclosure-Steel,Weather Protective,with ExhSys	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
B267-2	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C	1
H643-2	PCC 2100 GenSet Controller	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	1
KB21-2	Circuit Breaker-200A,2pole,240V,Thermo-Magnetic,UI	1
F179-2	Skidbase-Housing Ready	1
E074-2	Engine Cooling-Radiator, 50C Ambient	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1

H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty-1 Year Base	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
BE-0031-1	12VDC Engine Starting Battery - 750CCA	1
FA-1.00-NPT	Fuel Strainer and Flexible Fuel Line 1" NPT	1
AO-5000	Oil and Antifreeze Installed. Plus One (1) Set of O & M Manuals unless noted otherwise.	1

Transfer Switch-Electronic Control:150A/225A/260A

OTEC225	Transfer Switch-Electronic Control,225Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
K001-7	Battery Charger-2 Amp, 12/24 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1
DC-4320-10	Delivery of Equipment to Jobsite.	1
TT-4320-8	Travel Time and Mileage to the Jobsite	1
SU-0200-5	Standard Emergency Generator Start Up during Normal Business Hours	1

Spark Ignited Genset: 60Hz-60kW 50Hz-50kW

60GGHE	Genset-SpkIgn NatGas/Propane.60Hz,60kW-StandbyRtg	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
C053-2	Fuel System-LP Liquid Withdrawal	1
F182-2	Enclosure-Steel,Weather Protective,with ExhSys	1
R104-2	Voltage-120/240,1 Phase,3 Wire	1
B267-2	Alternator-60Hz, 12 Ld,Broad Rng,Full 1Ph Outp,125C	1
H643-2	PCC 2100 GenSet Controller	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	1
KB23-2	Circuit Breaker-250A,2pole,240V,Thermo-Magnetic,UI	1
F179-2	Skidbase-Housing Ready	1
E074-2	Engine Cooling-Radiator, 50C Ambient	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1

H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty-1 Year Base	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
BE-0031-1	12VDC Engine Starting Battery - 750CCA	1
FA-1.00-NPT	Fuel Strainer and Flexible Fuel Line 1" NPT	1
AO-5000	Oil and Antifreeze Installed, Plus One (1) Set of O & M Manuals unless noted otherwise.	1
Transfer Switch-Electronic Control:150A/225A/260A		
OTEC260	Transfer Switch-Electronic Control,260Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A041-7	System-Single Phase, 2 Wire Or 3 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
K001-7	Battery Charger-2 Amp,12/24 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
DC-4320-10	Delivery of Equipment to Jobsite.	1
TT-4320-8	Travel Time and Mileage to the Jobsite	1
SU-0200-5	Standard Emergency Generator Start Up during Normal Business Hours	1

Please Note:

1. The equipment contained in this quotation may have to comply with new EPA emissions regulations for stationary GenSet applications that are being phased in between now and January 1, 2007. Depending upon the date this order is received, this quote must be verified to be compliant with these new EPA requirements prior to acceptance of the order.
2. This Proposal is based on the Project Specifications.
3. **The above prices do not include installation. Cummins Bridgeway cannot provide installation at any site.**
4. **Deliveries will be to an available drop off point near the sites if the sites are not accessible by flat bed trucks. The contractor will be responsible for off-loading a box truck. All equipment is skid mounted.**
5. **If any additional items are required or needs to be deleted, please advise for updated pricing.**

Terms of Sale:

The Above Price is Plus State & Local Taxes If Applicable.

Freight is FOB JobSite - Freight Allowed "Unloading by Others"

At this time we estimate Submittals can be provided within one (1) to two (2) weeks after a Purchase Order has been received.

Terms are Net 30 Days from date of invoice with prior credit approval. Start-Up will not be performed

A F F I D A V I T

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 owned 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: FBN Enterprises

Authorized Signature: Willy B. Culley Date: 02.05.07

No Debt Affidavit (Revised 10/13/06)



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
BPH70348

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

FBN ENTERPRISES
WILLY CULLEY
130 SCHOOL STREET
WEIRTON, WV 26062

HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM
VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/16/2007				
BID OPENING DATE: 02/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM #1*****						
1. ANSWERS TO VENDOR QUESTIONS AS PER ATTACHED.						
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.						
*****END OF ADDENDUM #1*****						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE <i>Willy B Culley</i>	TELEPHONE 1-304-748-1143	DATE 02-05-07
TITLE <i>Owner</i>	FEIN 233-13-5121	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
		#22	1	BPH70348
Vendor:		Spending Unit: Health & Human Resources		

FBN ENTERPRISES
WILLY CULLEY
130 SCHOOL STREET
WEIRTON, WV 26062

Requisition No.: BPH70348

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 ✓

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Willy B. Culley
Signature
FBN Enterprises
Company
02/05/07
Date

Exhibit 10
Rev. 11/96