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#13 Mercer Plaza

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

Request for Quotation

PSH11004

PAGE

ROBERTA WAGNER

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

304-558-0067

304-256-6600

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



VENDOR

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

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ROBERTA WAGNER

304-558-0067

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

304-256-6600

SHIP VIA F.O.B. FREIGHTTERMS DATE PRINTED TERMS OF SALE 07/22/2010 **BID OPENING DATE** BID OPENING TIME 01:30PM08/26/2010 CAT QUANTITY ITEM NUMBER UNIT PRICE AMOUNT LINE UOP DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY will not assume any responsibility for a bidder-s FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. INQUIRIES written questions shall be accepted through close of BUSINESS ON 8/12/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE SPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



ADDOCT

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL

25801

304-256-6600

105 SOUTH EISENHOWER DRIVE Ö BECKLEY, WV

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

Request for Quotation PSH11004

PSH11004

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

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BECKLEY, WV 25801

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

Request for Quotation

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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Request for
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ROBERTA WAGNER

304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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State of West Virginia

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

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation PSH11004

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ROBERTA WAGNER

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

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REQUEST FOR QUOTATION PSH11004

1. GENERAL INFORMATION:

- 1.1. Request for Quotation for a generator, transfer switch, steel reinforced concrete pad and installation of generator for Jackie Withrow Hospital (Formerly Pinecrest Hospital), 105 South Eisenhower Drive, Beckley, WV 25801 per recommendations. Vendor shall provide generator, transfer switch and installation of both; and construct a steel reinforced concrete pad. This is needed so that the facility will have a completely operational backup power system that adheres to all applicable state and local codes.
- 1.2. All items will be in compliance with the Fire Marshall, OHFLAC and NFPA regulations and all other building codes and industry standards. Payments will be withheld if any of the items are not 100% satisfactory. The award will be made to the overall low bid that complies with the specifications.
- 1.3. "Will, "must", and "shall" listed herein this document are a mandatory requirement.

2. REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2. It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health and Human Resources in writing, of conditions detrimental to proper and timely completion of the project.
- 2.3. A Mandatory Pre-bid Conference shall be conducted on the date and time specified August 10, 2010 at 2:00 P.M.

Said conference will be held at: Jackie Withrow Hospital (Formerly Pinecrest Hospital), 105 S. Eisenhower Drive, Beckley, WV 25801 in the 1B Conference Room. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

- 2.4. Technical questions concerning this solicitation must be submitted in writing to Roberta Wagner in the State Purchasing Division via Mail at the address showing in the body of this RFQ, via FAX at 304-558-4115, or via Email at Roberta.A.Wagner@WV.Gov. Deadline for technical questions is 8/12/10 at the close of business. Any technical questions received will be answered by formal addendum Issued by the Purchasing Division after the deadline has lapsed.
- 2.5. There will be a tour of the facility/work site/area during the pre-bid conference.



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TYPE NAME/ADDRESS HERE

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

Request for Quotation

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ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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

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

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

INSTRUCTIONS TO BIDDERS

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



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TYPE NAME/ADDRESS HERE

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

Request for Quotation
PSH11004

ADDRESS CORRESPON
ROBERTA WAGNER

804-558-0067

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BECKLEY, WV 25801

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ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF THE ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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3. SCOPE OF WORK:

GENERATOR

3.1. Vendor shall supply all materials and labor required to completely install a natural gas generator with a 150 kw rating that puts out 120/208 volts, 3 phase power at 60 hz with at least 520 amps. Generac Guardian Series liquid -cooled standby generator, model #QT15068GNSY or equivalent.

Vendor shall supply a matching transfer switch that can handle 120/208 3 phase, 600 amps, and has a NEMA-3 type enclosure. Generac HTS 200/400/600 Transfer switch or equivalent.

Vendor shall supply any/all materials and/or labor required to complete the installation of these components; including, but not limited to wiring, wire raceways and anything incidental to the provision and installation of the generator and transfer switch.

The vendor shall supply a temporary backup generator and do the installation in such a way that the facility will not be without backup power during any portion of the work.

The existing backup generator is to be left at the facility in a designated location.

3.2. Supply steel reinforced concrete pad of 4000 mix with the dimensions of: 6 ft wide x 12 ft. long, by no less than 5 inches thick.

4. INSPECTION:

- 4.1. Vendor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the vendor for any error or negligence on his part in connection with this requirement.
- **4.2.** The vendor shall inspect all elements subject to movement or damage prior to commencing work.

5. TEMPORARY FACILITIES:

- 5.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the vendor. However, the Owner provides no guarantee or warranty as to the system's condition or capabilities. The vendor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 5.2. Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the vendor at no expense to the owner.

6. COORDINATION OF WORK:

- 6.1. The vendor shall notify the Maintenance Supervisor regarding all work related to the preparation and installation of the generator. This is to ensure the safety of our employees, residents, vendors and visitors. In addition, this will ensure there are no issues related to the building/structure itself. In the event of conflict, the building employees shall prevail.
- **6.2.** The vendor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.

7. WARRANTY: (GUARANTEE)

- 7.1. The vendor shall warrant to the Owner all materials and equipment will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- **7.2.** All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable.

8. PERMITS:

The vendor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

9. CLEAN UP:

The vendor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the vendor to dispose of (with the exception of the existing generator - reference Item 3.1) at a landfill or location authorized to accept the items as waste or recycled parts.

10. WAGE RATES:

The vendor and any sub-contractors shall pay the higher of the U.S. Department of Labor minimum wage rates or of the West Virginia Department of Labor wage rates as established for Raleigh county pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:

11. PAYMENT SCHEDULE:

- 11.1. The vendor shall submit to the Owner one original invoice for the generator, transfer switch and installation of both once the work has been completed in its entirety and upon inspection and approval by the Owner.
- 11.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or is sub-standard in any way; or, if the amount requested is not within the agreed upon terms of the contract.

12. TERM OF WORK:

All work shall be completed within 120 calendar days after receipt of purchase order.

13. DELAYS AND EXTENSION OF TIME:

If the vendor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed the Owner, or by changes in the work, or by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, the contract time may be extended by written approval of the Owner.

14. TOOLS AND EQUIPMENT STORAGE:

Vendor may set a trailer or temporary storage building on the site for all equipment and tools. The vendor is responsible for his tools, equipment and materials.

15. SAFETY EQUIPMENT:

The vendor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

16. SCHEDULE OF BID RESPONSES

Bidders shall submit one bid addressing each required item as outlined in "SCOPE OF WORK" with a dollar amount. In addition, please note that this project will be awarded to the vendor with the lowest bid that meets all of the specifications.



Southern Air, Inc

#13 Mercer Plaza Bluefield, WV 24701

Jesse Pack

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

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ALTENTION OF ROBERTA WAGNER
804-558-0067

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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Addendum – PSH11004 August 12, 2010

Questions from Pre-Bid Meeting

Question #1. What is the number of hours the facility can be without an emergency backup generator — while we are in the process of switching from the old generator to the new one?

Answer #1. The maximum number of hours the facility could be without backup generator coverage is 12 hours.

Question #2a. Will all the conductors need to be changed out? Answer #2a. Yes Question #2b. If so, will it need to be copper or aluminum? Answer #2b. Copper

Questions that were submitted to Purchasing.

Question #3. What size fuel supply line are they installing and what is the volume of fuel supply?

Answer #3. A 2" intermediate pressure line

Question #4. Also, there is not an actual electrical spec or riser for removal of old generator electrical system and new generator electrical system. I was wondering if there will be or can a spec for the installation to make sure that everyone is bidding the same job, equipment, code and requirements?

Answer #4. Vendor will not have to remove the existing generator or existing electrical system. Specifications for the equipment is contained in Section 3 — Scope of Work. Vendors shall follow the NEC code/regulations.

Question #5. What code requirement does the facility go by as in how many seconds the building must be converted from utility to generator power.

Answer #5. NFPA 99 for Health Care Facilities - conversion within 10 seconds.

Question #6. I noticed an annunciator for the old generator system. Is there supposed to be the same set up for the new system.

Answer #6. Yes.

SIGN IN SHEET

Generation - PSH 11004
Page 1 of 2

Request for Proposal No.

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Page _____ of _____ Date: <u>\$//0//0</u>

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FREE 304-252-4339	Beckley, WU 25801	Rep: Travis Hicks
PHONE 304-870-0134	198 Prosperity Rd	company. Alpha Contacting Inc
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MASTER SERVICE MID ATLANTIC

PATRICK A SMITH, P.E. Vice President

1945 Harrison Avenue Elking, WV 2624 i patamitk@mastersorvicema.com WV Contractors Ucehas #010533 Business: (304) 436-6170 Cell: (304) 878-9065 Home: (304)637-6306 Fex: (304) 836-8208

General Contractor
Commercial/Industrial Electrical Contractor



KEN TURNER

BLUESTONE ELECTRIC

ELECTRICAL CONTRACTORS 394-252-9102 1-800-764-0028

P:O. Box 575 Beaver, WV-25813

408 Larew Ave. Beckley, WV 25801



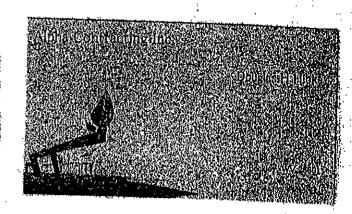
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STATE OF WEST VIRGINIA Purchasing Division

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 vender or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: Southern Air Inc	
Authorized Signature: \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	Date: 8-24-10
State of West Wingustia	
County of 11/P (CEC 10-WIT:	A
Taken, subscribed, and sworn to before me this 24 da	ay of August 2010.
My Commission expires 05	
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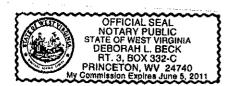




State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

	STATE OF West Victions
The second secon	COUNTY OF MERCEC TO-WIT:
· · · .	I, <u>lesse Pack</u> , after being first duly sworn, depose and state as follows:
	1. I am an employee of Swithern Air Tix; and, (Company Name)
	2. I do hereby attest that Southern An Time (Company Name)
	maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
	The above statements are sworn to under the penalty of perjury.
	Southern Air I NC.
	By: (Company Name)
	Title: Project Marage
•	Date: 8-24-10
•	Taken, subscribed and sworn to before me this 24 day of August.
	By Commission expires $\frac{5}{400}$ $\frac{5}{200}$ $\frac{1}{100}$
į	(Seal) Who Singled
	(Notary Public)

COMPLY WITH WY CODE PROVISIONS, FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



Rev March 2009

Adency	Department of Administration, Purchasing Division	
	O# <u>PSH11004</u>	

BID BOND

KNOW ALL	MEN BY THESE PR	RESENTS, That we	, the undersigned, \underline{S}	Southern Air	r, Inc.	
of Lynchb		VA	, as P	rincipal, and	Hartford Accident	and Indemnity Company
of Hartfo	ord,	CT	, a corporation or	ganized and	existing under th	e laws of the State of
CTwit	h its principal office i	in the City of	Hartford	_, as Surety,	are held and firm	nly bound unto the State
of West Virginia, as C	bligee, in the penal	sum of Five Perc	ent of Amount Bid	(\$_	<u>5%</u>)	for the payment of which,
well and truly to be m	ade, we jointly and s	everally bind ourse	elves, our heirs, adm	inistrators, ex	keculors, succes	sors and assigns.
	on of the above oblig					
•						contract in writing for
RFQ No. PSH110						
Reinforced Concre	ete Pad at Jackie '	Withrow Hospita	I (Formerly Pinecr	est Hospita	i) located at 10	05 South
Eisenhower Drive	, Beckley, WV 25	801				
NOW THER	EEORE					
	id shall be rejected,	or				
(b) If said b	id shall be accepted	and the Principal s	hall enter into a con	tract in accor	dance with the b	id or proposal attached
hereto and shall furnis	sh any other bonds a	and insurance requ	ired by the bid or pro Ibligation shall be no	posal, and sl Il and void, ol	hall in all other re therwise this obli	gation shall remain in full
force and effect. It is	expressly understoo	d and agreed that	the liability of the Su	rely for any a	nd all claims her	eunder shall, in no event,
exceed the penal amo	ount of this obligation	n as herein stated.				
The Surety t	for the value receive	d. hereby slipulate	s and agrees that the	e obligations	of said Surety ar	nd its bond shall be in no
way impaired or affec	ted by any extension	of the time within	which the Obligee m	ay accept su	ch bid, and said	Surety does hereby
waive notice of any su	ich extension.					
IN WITNESS	WHEREOF, Princip	pal and Surety hav	e hereunlo set their l	hands and se	eals, and such of	them as are corporations
have caused their cor	porate seals to be af	ffixed hereunto and	I these presents to b	e signed by t	heir proper office	ers, this
26th day of	·	2010				
Principal Corporate S	eal			Southern A		Dalmata att
				1/21	(Name of I	Ancipai)
				By Bu	(Must be E	resident or
<u>.</u>					Vice Presi	dent)

					(Title)
Surety Corporate Sea	ı			4		
anieth morbhigte mea	'			Hartford Ad		lemnity Company
					(Name of	ourely)
				m	$M \sim M$	φ_{a}
				Mollie D. Lo	Mu D.	dern
				MOHIG D. L	Cvali	Attorney-in-Fact

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

ACKNOWLEDGEMENTS

Acknowledgement by Principal if individual or Partnership

. STATE OF			
. County of			to-wit:
, I,			a Notary Public in and for the
county and state aforesaid, do hereb whose name is signed to the foregoin	y certify that ng writing, hes this day	acknowledged the same before	e me in my said county.
Given under my hand this			
Notary Seal	7	(Notary F	
My commission expires on the	-		*
knowledgement by Principal If C			
STATE OF Virginia			
. countrel Lynchbur	-		
., Valarie S	Farmer		, a Notary Public in and for the
county and state aforesald, do herei	by certify that <u>Rec</u>	n Wilkinson	·
. who as, Vice Presid	len+		signed the foregoing writing for
has the day, in my abjor county, before	Air INC		a corporation,
has this day, in my abjor county, before the county before the cou	re me, acknowledged t	the said writing to be the act an $ riangle$	d deed of the said corporation.
Given un Grinny Happe this	day of_	Hugust	<u> 2010</u> .
Notary Seal	17	Value 3 ta	whicj
OBLIGATION 3	1 St. House	Newsomber.	2010
mowledgement by Surety	02y 01		
STATE OF Virginia			
Gounty of Koanoke			to-wit:
Theresa S. Stump			, a Notary Public in and for the
county and state aforesaid, do hereb	y certify thatMollie	D. Levan	
who se, Attorney-In-Fact			eigned the foregoing writing for
Hartford Accident and Inder			a corporation,
has this day, in my said county, before	-	-	a /
. Given under my hand this $\frac{26}{2}$	Sth day of _	August,	2010
Notary Seal	27 Theresa 3: Stur Registration No		rublic)
. My commission expires on the	31stday of	A	2010
fficiency in Form and Menner Execution Approved	-	Attorney General	**************************************
isday of	1	Ву	
		(Assistant Atto	mey General) z 30

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-4

ONE HARTFORD PLAZA HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835 Agency Code: 14-730214 & 14-730836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
 X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

E. Bruce Wilsie, Theresa S. Stump, Keith F. Young, Deanna W. Sparks, Sherrie B. Denison, Matthew D. Kerr III,
Vickie H. Bibee, Mollie D. Levan of Roanoke, VA; Robert M. Coon, Susan F. Westbrook, Linda P. Greenway of Greensboro, NC;
William B. San Soucie, Joanna M. Carson, Lindsey M. DeJarnette, Stephen B. Dolin, Cary A. McFadden, Cara Brown of Lynchburg, VA;
Latimer Williams, Tambri Doby of Charlotte, NC; Windy Lebbad of Raleigh, NC;

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall of Richmond, VA

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 8th day of April, 2010, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka Notary Public My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 26, 2010 Signed and sealed at the City of Hartford.

















Gary W. Stumper, Assistant Vice President



RFQ COPY

TYPE NAME/ADDRESS HERE

Southern Air, Ixa

#13 Mercer Plaza

Bluefield, WV 24701

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

Request for Quotation

PSH11004

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ROBERTA WAGNER

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HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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WH	ÈN RÉ	\$PON	IDING	TO RFQ	, INSER	T NAME AND	ADDRESS	IN SPACE	E ABOVE LA	BELE	D 'VENDOF	₹'

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

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

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

INSTRUCTIONS TO BIDDERS

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



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

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ROBERTA WAGNER 804-558-0067

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RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV 25801

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PLEASE PRINT

Generator - PSH 1100;

Date: 8/10/10

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD-

Company: Alpha Contractor Inc.	MAILING ADDRESS	TELEPHONE & FAX NUMBERS PHONE 304-890-0134
Rep: Travis Hicks	Sockley, WU 25801	TOLL FREE 304-252-4339
Email Address: thicks@ alpha-contracting, com		FAX 304-75-2-4540
Company: 6) em Company	21 KON 276	PHONE 304-342-2721
Rep: Landy Vandall	Sophia WV 25921	FREE
Email Address:		FAX
Company: Plateau Electric Fuz	\$0. Box 59	PHONE 304-465-0947
Email Address: Rod at PET @ Shrated, NET		FAX 304-465-0948
Company: Saythern His, Tax	Bustield WW XITAI	PHONE 34,324,4272 FREE
Email Address: JESTE - Par KIESUCHERO - GIR, COM		FAX 354,324, 4274
Company: Summit Electric Rep: Joe Farley	Box 254 MISHING TO DED HUCCICANE, W/ 25526	PHONE 304-562-709/ TOLL FREE
Email Address: richiemilam O sudden link. net	700 UE 13 CH 2: 46	FAX 304-562-7137

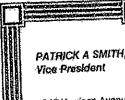
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SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS	E. LEAVE A BUSINESS CARD-	
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX
company: Centeck Repair 11	HC 602 Box 181	PHONE(304) 988-1316
Rep: Andrew Curringham	Romance WV 25248	FREE
Email Address: Service @ genteckrepair com		FAX (304) 988-3110
Company: Master SEDIUS Mrd Attantiz	PO BOX 2417	PHONE 304 636 8170
Rep: Pat Smith	E/KING W/ 26241	FREE
Email Address: patsmith @ master & wicema.com		FAX 304 636 8206
Company. BluesTace ElecTric I vc		PHONE <i>多り ス</i> ミュータル こ
Rep: Kew Turner	RO BOX 515	FREE
Email Address: blue stone electric @ Sydden unkmail Con	Beaver W.N 25815	FAX 304-255-6240
Company: Bear Cook fleatric	\$ 503 old Eccles Pd	PHONE 304 252-1196
Rep: Monroe Oook	Beckley Willowand	FREE
Email Address:	25%0)	FAX 304 252-3323
company: City Electric G.	P.O. Box 6550	PHONE 364 345-6150
Rep: Chris Myres	Charleston, WV	FREE
Email Address: Cmyres @c. tyelectricwv.com	25362	FAX 304345-6151



MASTER SERVICE WID ATLANTIC

PATRICK A SMITH, P.E.

WV Contractors License

1945 Harrison Avenue Elkins, WV 26241 patsmith@masterservicema.com #010533 Business: (304) 638-8179 Cell: (304) 678-9065 Home: (304)637-5306 Fax: (304) 636-8206

General Contractor Commercial/industrial Electrical Contractor

KEN TURNER

BLUESTONE ELECTRIC

ELECTRICAL CONTRACTORS 304-252-9102 1-800-764-0028

P.O. Box 575 Beaver, WV 25813

408 Larew Ave. Beckley, WV 25801



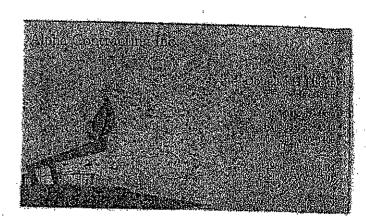
MONROE COOK Owner

COOK ELECTRIC

Residential and Commercial Wiring

Licensed and Insured WVa, 002929 503 Old Eccles Rd, Beoldey WVa. 25801 Established Since 1986

Ph. (804) 252-1196 Fex. (304)-252-3323





State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STA'	TE OF
cou	NTY OF, TO-WIT:
I,	after being first duly sworn, depose and
1.	I am an employee of; and, (Company Name)
2.	I do hereby attest that(Company Name)
	maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The a	above statements are sworn to under the penalty of perjury.
	(Company Name)
	Ву:
	Title:
	Date:
Take	n, subscribed and sworn to before me this day of
Ву С	ommission expires
(Seal)
	(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

RFQ No.	
100 00 110.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:	
Authorized Signature:	Date:
State of	
County of, to-wit:	
Taken, subscribed, and sworn to before me this day	of, 20
My Commission expires	, 20
AFEIX SEAL HERE	NOTARY RURLIC

		Agency REQ.P.O#
	BID	BOND
KNOW ALL MEN BY THE	SE PRESENTS. That we, the u	ındersigned,
		, as Principal, and
of	_, a	corporation organized and existing under the laws of the State of
		, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the	penal sum of	(\$) for the payment of which
		our heirs, administrators, executors, successors and assigns.
The Condition of the above	obligation is such that wherea	s the Principal has submitted to the Purchasing Section of the
	ain bid or proposal, attached he	ereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,		
agreement created by the acceptant force and effect. It is expressly unde exceed the penal amount of this oblination. The Surety, for the value re	onds and insurance required by the of said bid, then this obligation to be one of the liab gation as herein stated.	nter into a contract in accordance with the bid or proposal attached the bid or proposal, and shall in all other respects perform the on shall be null and void, otherwise this obligation shall remain in ful billity of the Surety for any and all claims hereunder shall, in no event agrees that the obligations of said Surety and its bond shall be in no the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.	HOIOH OF THE WINE MICH I	the Obligee may accept such bid, and said Surety does hereby
		unto set their hands and seals, and such of them as are corporations
		presents to be signed by their proper officers, this
day of	, 20	
Principal Corporate Seal		
, , , , , , , , , , , , , , , , , , , ,		(Name of Principal)
		Ву
		(Must be President or Vice President)
		(Title)
Surety Corporate Seal	ere same en amendado y en esta en esta en esta en esta en esta en esta en esta en esta en esta en esta en esta	(Name of Surety)
		(raine of durety)

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.

Attorney-in-Fact