



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  
 PSH11004

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Southern Air, Inc.  
 #13 Mercer Plaza  
 Bluefield, WV 24701*

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV  
 25801

304-256-6600

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 08/26/2010 BTD OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-39		
<p>MANDATORY PRE-BID MEETING SCHEDULED ON 8/10/2010 @ 2:00 PM, CONFERENCE ROOM 1B AT JACKIE WITHROW HOSPITAL</p> <p>*****</p> <p>DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND MUST BE SUBMITTED WITH THE BID.</p> <p>*****</p>						
<p>NATURAL GAS POWERED ELECTRIC GENERATOR</p> <p>REQUEST FOR QUOTATION</p> <p>CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND ANYTHING NECESSARY TO PROVIDE AND INSTALL A NATURAL GAS POWERED GENERATOR, TRANSFER SWITCH, AND A STEEL REINFORCED CONCRETE PAD AT JACKIE WITHROW HOSPITAL (FORMERLY PINECREST HOSPITAL) LOCATED AT 105 EISENHOWER DRIVE, BECKLEY, WV 25801, PER THE ATTACHED SPECIFICATIONS. THIS EQUIPMENT IS NEEDED TO SUPPLY THE FACILITY WITH A COMPLETELY OPERATIONAL BACKUP POWER SYSTEM THAT ADHERES TO ALL APPLICABLE STATE AND LOCAL CODES.</p> <p>*****</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 8/10/2010 AT 2:00 PM IN CONFERENCE ROOM 1B AT HOSPITAL. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I</p>						

RECEIVED

2010 SEP -8 PM 12:04

WV PURCHASING DIVISION

SIGNATURE <i>Chris Beck</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE <i>Project Mgr</i>	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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/vrc/hipaa.htm](http://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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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV  
 25801

304-256-6600

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>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 PRE-BID. 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. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>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.</p> <p>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:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304.324.4272 DATE: 8-24-10

TITLE: Project Manager FEIN: 51-064377 ADDRESS CHANGES TO BE NOTED ABOVE

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr	FEIN 54-0004377	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Man.	FEIN 51-064371	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Mack</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Manager	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Handwritten Signature]* TELEPHONE: 304.324.4272 DATE: 8-24-10

TITLE: Project Man. FEIN: 31-0004377 ADDRESS CHANGES TO BE NOTED ABOVE

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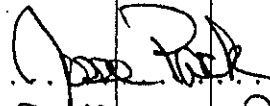
HEALTH AND HUMAN RESOURCES  
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MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		✓				
NO. 2		✓				
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 .....SIGNATURE						
Southern Air, Inc. .....COMPANY						
8-24-10 .....DATE						
REV. 11/96						
CONTRACTORS LICENSE						

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 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV 25801  
 304-256-6600

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .... <i>Southern Air, Inc.</i> .....</p> <p>CONTRACTORS LICENSE NO.: <i>WV 001545</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Osso Rack</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE <i>Project Mgr.</i>	FEIN 56-1604377	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
 PSH11004

PAGE  
 10

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

RFQ COPY  
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RECEIVED

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV  
 25801

304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2010				

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>REQ. NO.: -----PSH11004-----</p> <p>BID OPENING DATE: -----8/26/2010-----</p> <p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
 PSH11004

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2010				

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Jesse Rack</i>						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
0001					41,800.00	41,800.00
	Generator					
0002	1	EA		285-39	4,500.00	4,500.00
	TRANSFER SWITCH, 120/208 3 PHASE, 600 AMP, NEMA-3					
0003	1	JB		910-82	41,500.00	41,500.00
	INSTALLATION					
0004	1	JB		285-39	5,200.00	5,200.00
	STEEL REINFORCED CONCRETE PAD, AS SPECIFIED.					
0005	1	JB		962-24-00-000	FFA	0.00
	FREIGHT/SHIPPING CHARGES					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jesse Rack* TELEPHONE: 304.324.4272 DATE: 8-24-10  
 TITLE: Project Mgr. FEIN: 54-604377 ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**PSH11004**

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**12**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**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

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PSH11004 ***** TOTAL:						93,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *James Jack* TELEPHONE **304.324.4272** DATE **8-24-10**  
 TITLE *Project Mgr.* FEIN **54-0604372** ADDRESS CHANGES TO BE NOTED ABOVE

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

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](mailto: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.



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  
 PSH11004

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV 25801 304-256-6600

DATE PRINTED 08/04/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO ADD PAGES TO THE SPECIFICATIONS WHICH WERE INADVERTENTLY LEFT OUT OF THE ORIGINAL RFQ. 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.						
EXHIBIT 10						
REQUISITION NO.: PSH11004						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S: NO. 1 <input checked="" type="checkbox"/> <i>JK</i> NO. 2 ..... NO. 3 ..... NO. 4 .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Todd</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 51-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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/vrc/hipaa.htm](http://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

# Request for Quotation

RFQ NUMBER  
 PSH11004

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 2

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

RFQ COPY  
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HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV  
 25801 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/04/2010				

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>[Signature]</i> .....            SIGNATURE</p> <p>..... Southern Air, Inc. ....            COMPANY</p> <p>..... 8-24-10 .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
 PSH11004

PAGE  
 3

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

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SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV  
 25801

304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/04/2010				

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-39 NATURAL GAS POWERED ELECTRIC GENERATOR	41,800.00	41,800.00
0002	1	EA		285-39 TRANSFER SWITCH, 120/208 3 PHASE, 600 AMP, NEMA-3	4,500.00	4,500.00
0003	1	JB		910-82 INSTALLATION	41,500.00	41,500.00
0004	1	JB		285-39 STEEL REINFORCED CONCRETE PAD, AS SPECIFIED.	5,200.00	5,200.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.324.4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
**PSH11004**

PAGE  
**4**

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

RFQ COPY  
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SHIP TO  
**HEALTH AND HUMAN RESOURCES**  
**JACKIE WITHROW HOSPITAL**  
**105 SOUTH EISENHOWER DRIVE**  
**BECKLEY, WV**  
**25801**                      **304-256-6600**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/04/2010				

BID OPENING DATE: **08/26/2010**                      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	JB		962-24-00-000	FFA	0.00
FREIGHT/SHIPPING CHARGES						
***** THIS IS THE END OF RFQ PSH11004 ***** TOTAL:						<u>93,000.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE <i>Project Mgr.</i>	FEIN <b>54-664377</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

### **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:

<http://www.wvsos.com/adlaw/wagerates/building06.htm>

**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.



State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
 PSH11004

PAGE  
 1 3

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

VENDOR

Southern Air, Inc  
 Jesse Pack  
 #13 Mercer Plaza  
 Bluefield, WV 24701

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV  
 25801 304-256-6600

DATE PRINTED 08/16/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE 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. EXHIBIT 10						
REQUISITION NO.: PSH11004						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1 ✓ JP						
NO. 2 ✓ JP						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jesse Pack</i>	TELEPHONE 304-324-4272	DATE 8-24-10
TITLE Project Mgr.	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
PSH11004

PAGE
2 5

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV  
 25801 304-256-6600

DATE PRINTED 08/16/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*James Park*  
 .....  
 SIGNATURE  
*Southern Air, Inc.*  
 .....  
 COMPANY  
 .....  
 8-24-10  
 .....  
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

END OF ADDENDUM NO. 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



**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

Meritt - PSH 11004

Request for Proposal No.

PLEASE PRINT

Page 1 of 2  
Date: 8/10/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Alpha Contracting Inc. Rep: Travis Hicks Email Address: thicks@alpha-contracting.com	198 Prosperity Rd Beckley, WV 25801	PHONE 304-890-0134 TOLL FREE 304-252-4339 FAX 304-252-4540
Company: Glenn Company Rep: Randy Vandall Email Address:	PO Box 276 Sophia WV 25921	PHONE 304-342-2721 TOLL FREE FAX
Company: Plateau Electric Inc. Rep: Rodney Torrey Email Address: RodatPEI@Sbcnet.net	PO Box 59 Scarbro WV 25917	PHONE 304-465-0947 TOLL FREE FAX 304-465-0948
Company: Suddenlink Rep: Jesse Halk Email Address: jesse.halk@suddenlink.com	#13 Monroe Plaza Bluefield, WV 26010	PHONE 304.324.4272 TOLL FREE FAX 304.324.4274
Company: Summit Electric Rep: Joe Farley Email Address: richiemilam@suddenlink.net	Box 254 Hurricane, WV 25526 917 2nd Rd E1 25526	PHONE 304-562-7091 TOLL FREE FAX 304-562-7137

RECEIVED

SIGN IN SHEET

Generators - 28411004

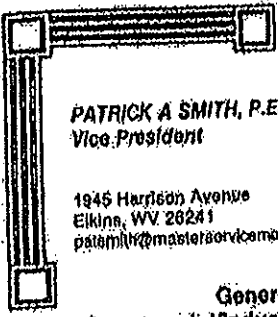
Request for Proposal No.

PLEASE PRINT

Date: 8/10/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Gontek Repair LLC Rep: Andrew Cunningham Email Address: Service@gontekrepair.com	HC 602 Box K1 Romance WV 25248	PHONE (304) 988-1310 TOLL FREE FAX (304) 988-3110
Company: Master Service Md Atlantic Rep: Pat Smith Email Address: patsmith@masterservicema.com	PO Box 2417 EIKINS WV 26241	PHONE 304 636 8170 TOLL FREE FAX 304 636 8206
Company: Bluestone Electric Inc Rep: Ken Turner Email Address: bluestoneelectric@suddenlink.net	PO Box 515 Beaver WV 25813	PHONE 304 252-9102 TOLL FREE FAX 304-255-6240
Company: <del>Bluestone</del> Cook Electric Rep: Monroe Cook Email Address:	2503 Old Cocks Rd Beckley W.Va. <del>25813</del>	PHONE 304 252-1196 TOLL FREE FAX 304 252-3323
Company: City Electric Co. Rep: Chris Mines Email Address: cmyres@cityelectricwv.com	P.O. Box 6550 Charleston, WV 25362	PHONE 304 545-6150 TOLL FREE FAX 304 545-6151



### MASTER SERVICE MID ATLANTIC

**PATRICK A SMITH, P.E.**  
Vice-President

1945 Harrison Avenue  
Elkins, WV 26241  
psmith@masterservice.com

WV Contractors License  
#010533  
Business: (304) 838-8170  
Cell: (304) 878-8086  
Home: (304) 837-6306  
Fax: (304) 838-8208

**General Contractor**  
**Commercial/Industrial Electrical Contractor**



KEN TURNER

### BLUESTONE ELECTRIC

ELECTRICAL CONTRACTORS

304-262-9102  
1-800-764-0028

P.O. Box 575  
Beaver, WV 25813

408 Laraw Ave.  
Beckley, WV 25801



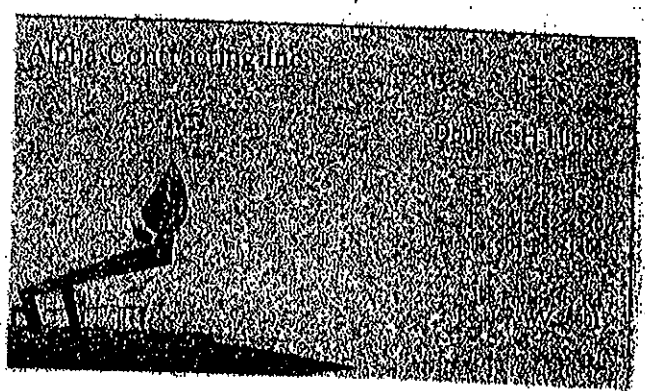
MONROE COOK  
Owner

### COOK ELECTRIC

Residential and Commercial Wiring

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

Ph. (304) 252-1186  
Fax. (304)-252-3323



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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: [Signature] Date: 8-24-10

State of West Virginia

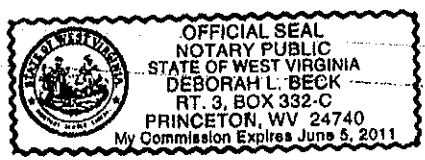
County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 24 day of August, 2010.

My Commission expires June 05, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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

STATE OF West Virginia

COUNTY OF Mercer, TO-WIT:

I, Jesse Pack, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Southern Air, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Southern Air, Inc.  
(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, Inc.  
(Company Name)

By: Jesse Pack

Title: Project Manager

Date: 8-24-10

Taken, subscribed and sworn to before me this 24 day of August.

By Commission expires June 5, 2011

(Seal)

Deborah L. Beck  
(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.**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Southern Air, Inc.  
of Lynchburg, VA, as Principal, and Hartford Accident and Indemnity Company  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
RFQ No. PSH11004, Provide and Install a Natural Gas Powered Generator, Transfer Switch, and a Steel  
Reinforced Concrete Pad at Jackie Withrow Hospital (Formerly Pinecrest Hospital) located at 105 South  
Eisenhower Drive, Beckley, WV 25801

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
26th day of August, 2010

Principal Corporate Seal

Southern Air, Inc.

(Name of Principal)

By [Signature]

(Must be President or  
Vice President)

(Title)

Surety Corporate Seal

Hartford Accident and Indemnity Company

(Name of Surety)

By: [Signature]  
Mollie D. Levan 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

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7. (Notary Public)
8. My commission expires on the

Acknowledgement by Principal if Corporation

- 9. STATE OF Virginia
10. County of Lynchburg, City
11. I, Valerie S Farmer
12. county and state aforesaid, do hereby certify that Ben Wilkinson
13. who as, Vice President
14. Southern Air Inc
15. Given under my hand this 26th day of August 2010
16. Notary Seal
17. Valerie S Farmer (Notary Public)
18. My commission expires on the 31st day of December 2010

Acknowledgement by Surety

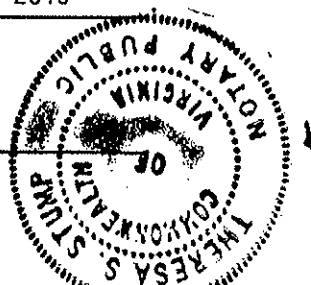
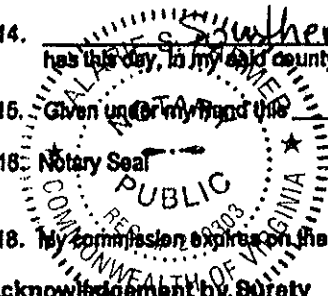
- 19. STATE OF Virginia
20. City of Roanoke
21. I, Theresa S. Stump, Registration No. 225904
22. city county and state aforesaid, do hereby certify that Mollie D. Levan
23. who as, Attorney-In-Fact
24. Hartford Accident and Indemnity Company
25. Given under my hand this 26th day of August, 2010
26. Notary Seal
27. Theresa S. Stump, Registration No. 225904 (Notary Public)
28. My commission expires on the 31st day of August, 2010

Sufficiency in Form and Manner Of Execution Approved

This day of

Attorney General

By (Assistant Attorney General)





# POWER OF ATTORNEY

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:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- 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; R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall of Richmond, VA*

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.

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*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 8<sup>th</sup> 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.



CERTIFICATE

*Scott E. Paseka*

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*

Gary W. Stumper, Assistant Vice President



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  
 PSH11004

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Southern Air, Inc.  
 #13 Mercer Plaza  
 Bluefield, WV 24701

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV  
 25801

304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO APPEND FORMS THAT SHOULD HAVE BEEN SENT OUT WITH THE ORIGINAL RFQ. THESE WERE INADVERTENTLY LEFT OFF:						
A) DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT						
B) BID BOND FORM AND INSTRUCTIONS						
C) PURCHASING AFFIDAVIT						
2. TO MOVE THE BID OPENING DATE FROM 8/26/2010 TO 9/9/2010.						
EXHIBIT 10						
REQUISITION NO.: PSH11004						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1 . JP . . . . .						
NO. 2 . JP . . . . .						
NO. 3 . JP . . . . .						
NO. 4 . . . . .						
NO. 5 . . . . .						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-324-4272 DATE: 9-7-10  
 TITLE: Project Mgr. FEIN: 54-0604377 ADDRESS CHANGES TO BE NOTED ABOVE

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/vrc/hipaa.htm](http://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

# Request for Quotation

RFQ NUMBER  
 PSH11004

PAGE  
 2

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

VENDOR

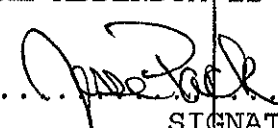

RFQ COPY  
 TYPE NAME/ADDRESS HERE

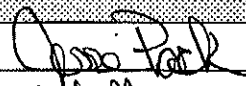
SHIP TO

HEALTH AND HUMAN RESOURCES  
 JACKIE WITHROW HOSPITAL  
 105 SOUTH EISENHOWER DRIVE  
 BECKLEY, WV  
 25801  
 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE              COMPANY            9-7-10            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304.324.4272	DATE 9-7-10	
TITLE Project Man.	FEIN 54-0104377	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SIGN IN SHEET

Generators - PS# 1100;

Page 1 of 2

Request for Proposal No.

PLEASE PRINT

Date: 8/10/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Alpha Contracting Inc. Rep: Travis Hicks Email Address: thicks@alpha-contracting.com	198 Prosperity Rd Beckley, WV 25801	PHONE 304-890-0134 TOLL FREE 304-252-4339 FAX 304-252-4540
Company: Glen Company Rep: Randy Vandall Email Address:	PO Box 276 Sophia WV 25921	PHONE 304-342-2721 TOLL FREE FAX
Company: Plateau Electric Inc. Rep: Johnny Torrey Email Address: Rod at PET @ Suddenlink.net	PO Box 39 Scarbro WV 25917	PHONE 304-465-0947 TOLL FREE FAX 304-465-0948
Company: Southern Air, Inc. Rep: Jesse Hark Email Address: jesse.hark@southern-air.com	#13 Mercer Plaza Bluefield, WV 24701	PHONE 304.324.4272 TOLL FREE FAX 304.324.4274
Company: Summit Electric Rep: Joe Farley Email Address: richie@summitlink.net	Box 254 Hurricane, WV 25526 9th & W 1st St Hurricane, WV 25526	PHONE 304-562-7091 TOLL FREE FAX 304-562-7137

SIGN IN SHEET

Monitors - P2411004

Page 2 of 2

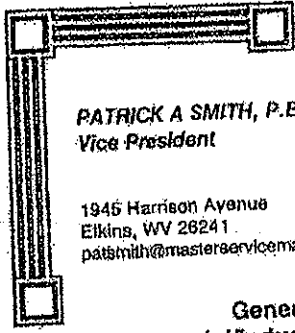
Request for Proposal No.

PLEASE PRINT

Date: 8/10/10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Gontek Repair LLC</u> Rep: <u>Andrew Cunningham</u> Email Address: <u>Service@gontekrepair.com</u>	<u>HC 602 Box R1</u> <u>Romance WV 25248</u>	PHONE (304) 988-1316 TOLL FREE FAX (304) 988-3110
Company: <u>Master Service Md Atlanta</u> Rep: <u>Pat Smith</u> Email Address: <u>patsmith@master.servicema.com</u>	<u>PO Box 2417</u> <u>EIKINS WV 26241</u>	PHONE 304 636 8170 TOLL FREE FAX 304 636 8206
Company: <u>Bluestone Electric Inc</u> Rep: <u>Ken Turner</u> Email Address: <u>bluestoneelectric@siddeswknick.com</u>	<u>PO Box 515</u> <u>Beaver WV 25815</u>	PHONE 304 252-9102 TOLL FREE FAX 304-255-6240
Company: <u><del>Bluestone</del> Cook Electric</u> Rep: <u>Monroe Cook</u> Email Address: _____	<u>2503 Old Eagles Rd</u> <u>Berkeley W.Va. <del>25815</del></u>	PHONE 304 252-1196 TOLL FREE FAX 304 252-3323
Company: <u>City Electric Co.</u> Rep: <u>Chris Myers</u> Email Address: <u>Cmyres@cityelectricwv.com</u>	<u>P.O. Box 6550</u> <u>Charleston, WV</u>	PHONE 304 345-6150 TOLL FREE FAX 304 345-6151



**MASTER SERVICE  
MID ATLANTIC**

**PATRICK A SMITH, P.E.**  
Vice President

1946 Harrison Avenue  
Elkins, WV 26241  
patsmith@masterservice.com

WV Contractors License  
#010533  
Business: (304) 636-8170  
Cell: (304) 678-9065  
Home: (304) 637-5306  
Fax: (304) 636-8206

**General Contractor**  
**Commercial/Industrial Electrical Contractor**

KEN TURNER

5



**BLUESTONE ELECTRIC**

ELECTRICAL CONTRACTORS

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

P.O. Box 575  
Beaver, WV 25813

408 Larew Ave.  
Beckley, WV 25801

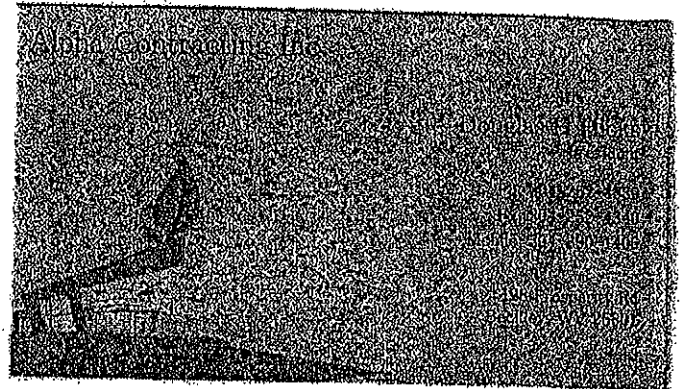


**MONROE COOK**  
Owner

**COOK ELECTRIC**  
Residential and Commercial Wiring

Licensed and Insured WV License #002929  
503 Old Eccles Rd, Beckley WV, 25801  
Established Since 1986

Ph. (304) 252-1196  
Fax. (304) 252-3323





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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 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 above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission 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.**



RFQ No. \_\_\_\_\_

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\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**BID BOND**

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

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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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