



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  
 BPH10078

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2010				

BID OPENING DATE: 04/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				OPEN-END BLANKET CONTRACT		
				***** MANDATORY PRE-BID MEETING AT WV DHHR MEDICAL COMMAND CENTER AT 89 RICHARD D. MINNICH DRIVE, SUITE 301, SUTTON, WV 26601 ON 3/23/2010 AT 1:30 PM. *****		
0001	1	JB		285-39		
				OPEN END CONTRACT TO PROVIDE VARIOUS GENERATORS		
				OPEN END CONTRACT		
				TO ESTABLISH AN OPEN END CONTRACT FOR VARIOUS SIZE GENERATORS TO BE PLACED AT TOWER SITES FOR THE STATE- WIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM AS WELL AS ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS AND MUNICIPALITIES, PER THE ATTACHED SPECIFICATIONS.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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/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.

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**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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HEALTH AND HUMAN RESOURCES  
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03/10/2010				

BID OPENING DATE: 04/08/2010 BTD OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND, AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUSINESS ON 3/24/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            EMAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">MANDATORY PRE-BID</p>						

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<p>A MANDATORY PRE-BID WILL BE HELD ON 3/23/2010 AT 1:30 PM IN WV DHHR MCC SUTTON, WV 26601. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN 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 MANDATORY 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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BID OPENING DATE: 04/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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>RFQ. NO.:-----BPH10078-----</p> <p>BID OPENING DATE:-----4/8/2010-----</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> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
***** THIS IS THE END OF RFQ BPH10078 ***** TOTAL: _____						

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## RFQ BPH 10078

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

### SPECIFICATIONS

#### 1.0 General

- 1.1 Quoted price for each generator shall include delivery and installation of generator unit onto concrete pad at specified tower sites throughout West Virginia. Vendor shall include in the quote all materials, delivery, and installation costs including, automatic transfer switch, connection of the generator to transfer switch with appropriate conduit and wiring, as well as start-up test of generator.
- 1.2 Quote shall be valid for a period of one (1) year, with the option to renew for two (2) additional one year periods.
- 1.3 All generator units must meet applicable UL, NFPA, ISA, IEC, CSA, and OSHA guarding standards.
- 1.4 Successful bidder must be able to provide parts and maintenance for the units quoted.
- 1.5 Units quoted must have a minimum warranty on parts and labor of one (1) year.
- 1.6 Bidder to include copy of unit specifications to confirm compliance with bid specifications.
- 1.7 Payment to vendor will be made following delivery of the generator once a final, complete invoice is received. Payment will be made within 60 days of invoice.
- 1.8 Award of this contract will go to a single vendor who meets **all** of the specifications as outlined in this RFQ at the lowest price.

#### 2.0 Mandatory Engine Features

- 2.1 Liquid Propane (LP) fuel system
- 2.2 Diesel options on generators 60 kW and greater
- 2.3 Heavy duty 4 cycle engine
- 2.4 Electronic distributor-less ignition system
- 2.5 Liquid cooled
- 2.6 Electronic governor
- 2.7 12 volt DC electrical starting system
- 2.8 Twist-on full flow cartridge oil filter

- 2.9 Dry air cleaner with disposable element
- 2.10 Low oil pressure shutdown
- 2.11 Low coolant level shutdown
- 2.12 High coolant temperature shutdown
- 2.13 Easily accessible coolant and oil drains piped to edge of base
- 2.14 Seven (7) days of continuous operation with fuel monitoring capabilities for both LP and diesel generators

### **3.0 Mandatory Electrical Unit Features**

- 3.1 Auto remote starting and stopping
- 3.2 Precise frequency and voltage regulation
- 3.3 Random voltage regulation of +/- 1%
- 3.4 Single phase 120/240 volts AC output
- 3.5 Three phase up to 480 volts AC output
- 3.6 Gas pressure regulator
- 3.7 Radiator and cooling fan with guards
- 3.8 Volts adjust potentiometer
- 3.9 Safety shutdown and alarm indicators
- 3.10 Engine and generator instrumentation
- 3.11 Audible alarms for all faults
- 3.12 Auto start control panel

### **4.0 Mandatory Additional Features**

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

### **5.0 Size and Type of Generator Units**

- 5.1 The following size LP or natural gas generator units are being requested:
  - A. 10 kW (single phase)
  - B. 15 kW (single phase)
  - C. 20 kW (single phase)
  - D. 30 kW (single phase)
  - E. 35 kW (single phase)
  - F. 45 kW (single phase)

- G. 60kW (single phase)
- H. 60 kW (three phase)
- I. 75 kW (three phase)
- J. 85 kW (three phase)
- K. 100 kW (three phase)
- L. 125 kW (three phase)
- M. 150 kW (three phase)
- N. 200 kW (three phase)
- O. 250 kW (three phase)
- P. 300 kW (three phase)
- Q. 350 kW (three phase)

5.2 The following size diesel generator units are being requested:

- A. 60 kW (three phase)
- B. 75 kW (three phase)
- C. 85 kW (three phase)
- D. 100 kW (three phase)
- E. 125 kW (three phase)
- F. 150 kW (three phase)
- G. 200 kW (three phase)
- H. 250 kW (three phase)
- I. 300 kW (three phase)
- J. 350 kW (three phase)

5.3 The following size trailer mounted diesel units are being requested:

- A. 20 kW (single phase)
- B. 30 kW (single phase)
- C. 35 kW (single phase)
- D. 45 kW (single phase)
- E. 60 kW (three phase)
- F. 75 kW (three phase)
- G. 85 kW (three phase)
- H. 100 kW (three phase)
- I. 125 kW (three phase)
- J. 150 kW (three phase)
- K. 200 kW (three phase)
- L. 250 kW (three phase)
- M. 300 kW (three phase)
- N. 350 kW (three phase)

- 5.4 The ratings in item 5.1 are for "standby" power as defined in ISO8528 and ISO 3046. Individual unit ratings may be +/- 2kW, except 60kW unit may be +/- 5kW.
- 5.5 Optional pricing to provide 500 gallon and 1000 gallon LP tanks. All LP generators will have their own fuel tank capable of running for seven (7) days.
- 5.6 Optional pricing for 500 gallon and 1000 gallon diesel fuel tanks. All diesel generators will have their own fuel tank capable of running for seven (7) days.

## Bid Evaluation Sheet

The bid will be evaluated based on the Grand Total Price listed below. Award will be given to one vendor and will be based on the lowest grand total price which meets all specification in items 1.0 through 5.0.

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

Item	Qty	Size	Description	Unit Price	Total Price	
		<b>LP Generators</b>				
1.	2	10 kW (single phase)	LP Generator			
2.	6	15 kW (single phase)	LP Generator			
3.	4	20 kW (single phase)	LP Generator			
4.	2	30 kW (single phase)	LP Generator			
5.	2	35 kW (single phase)	LP Generator			
6.	1	45 kW (single phase)	LP Generator			
7.	1	60 kW (single phase)	LP Generator			
8.	1	60 kW (three phase)	LP Generator			
9.	1	75 kW (three phase)	LP Generator			
10.	1	85 kW (three phase)	LP Generator			
11.	1	100 kW (three phase)	LP Generator			
12.	1	125 kW (three phase)	LP Generator			
13.	1	150 kW (three phase)	LP Generator			
14.	1	200 kW (three phase)	LP Generator			
15.	1	250 kW (three phase)	LP Generator			
16.	1	300 kW (three phase)	LP Generator			
17.	1	350 kW (three phase)	LP Generator			
		<b>Diesel Generators</b>				
18.	1	60 kW (three phase)	Diesel Generator			
19.	1	75 kW (three phase)	Diesel Generator			
20.	1	85 kW (three phase)	Diesel Generator			
21.	1	100 kW (three phase)	Diesel Generator			
22.	1	125 kW (three phase)	Diesel Generator			
23.	1	150 kW (three phase)	Diesel Generator			
24.	1	200 kW (three phase)	Diesel Generator			
25.	1	250 kW (three phase)	Diesel Generator			
26.	1	300 kW (three phase)	Diesel Generator			
27.	1	350 kW (three phase)	Diesel Generator			
					(cont.)....	

Item	Qty	Size	Description	Unit Price	Total Price
		<b>Trailer Mounted</b>			
28.	1	20 kW (single phase)	Diesel Generator		
29.	1	30 kW (single phase)	Diesel Generator		
30.	1	35 kW (single phase)	Diesel Generator		
31.	1	45 kW (single phase)	Diesel Generator		
32.	1	60 kW (three phase)	Diesel Generator		
33.	1	75 kW (three phase)	Diesel Generator		
34.	1	85 kW (three phase)	Diesel Generator		
35.	1	100 kW (three phase)	Diesel Generator		
36.	1	125 kW (three phase)	Diesel Generator		
37.	1	150 kW (three phase)	Diesel Generator		
38.	1	200 kW (three phase)	Diesel Generator		
39.	1	250 kW (three phase)	Diesel Generator		
40.	1	300 kW (three phase)	Diesel Generator		
41.	1	350 kW (three phase)	Diesel Generator		
		<b>LP Tanks (Optional)</b>			
42.	5	500 gallon	LP storage tank		
43.	5	1000 gallon	LP storage tank		
		<b>Diesel Tanks (Optional)</b>			
44.	5	500 gallon	Diesel storage tank		
45.	5	1000 gallon	Diesel storage tank		
		<b>Grand Total</b>			

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

END OF SPECIFICATIONS.

RFQ No. BPH 10078

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** \_\_\_\_\_

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.