



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

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
08/04/2010				

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						
NO. 2						
NO. 3						
NO. 4						

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'

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

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

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

INSTRUCTIONS TO BIDDERS

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



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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>..... .SIGNATURE</p> <p>..... COMPANY</p> <p>..... 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>						

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0001	1	EA		285-39		
				NATURAL GAS POWERED ELECTRIC GENERATOR		
0002	1	EA		285-39		
				TRANSFER SWITCH, 120/208 3 PHASE, 600 AMP, NEMA-3		
0003	1	JB		910-82		
				INSTALLATION		
0004	1	JB		285-39		
				STEEL REINFORCED CONCRETE PAD, AS SPECIFIED.		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	JB		962-24-00-000		
FREIGHT/SHIPPING CHARGES						
***** THIS IS THE END OF RFQ PSH11004 ***** TOTAL:						

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3. SCOPE OF WORK:

GENERATOR

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

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

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

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

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

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

4. INSPECTION:

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

4.2. The vendor shall inspect all elements subject to movement or damage prior to commencing work.

5. TEMPORARY FACILITIES:

5.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the vendor. However, the Owner provides no guarantee or warranty as to the system's condition or capabilities. The vendor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.

5.2. Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the vendor at no expense to the owner.

6. COORDINATION OF WORK:

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

7. WARRANTY: (GUARANTEE)

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

8. PERMITS:

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

9. CLEAN UP:

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

10. WAGE RATES:

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

<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.