

# Request for Quotation

RFQ NUMBER  
**MHC70172**

PAGE  
**1**



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

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

\*802115800      502-968-0121  
A&A MECHANICAL SERVICE INC  
1111 ULRICH AVENUE

S  
H  
I  
P  
T  
O

HEALTH AND HUMAN RESOURCES  
JOHN MANCHIN, SR. HEALTH CARE  
  
401 GUFFEY STREET  
FAIRMONT, WV  
26554      304-363-2500

V  
E  
N  
D  
O  
R

LOUISVILLE KY 40219

|  |                                 |         |        |               |
|--|---------------------------------|---------|--------|---------------|
| DATE PRINTED<br><b>12/07/2006</b>      | TERMS OF SALE                   | SHIP VA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE:<br><b>12/20/2006</b> | BID OPENING TIME <b>01:30PM</b> |         |        |               |

| LINE   | QUANTITY | UOP   | CAT            | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-------|----------------|-------------|------------|--------|
|  | *****    | ***** | ADDENDUM NO. 3 | *****       | *****      |        |
| <p>1. 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.</p> <p>2. PLEASE SEE ATTACHED SIGN-IN SHEET FROM THE MANDATORY PRE-BID.</p> <p>END OF ADDENDUM NO. 3</p> |          |       |                |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:      William T. Allen      TELEPHONE: (502) 968-0121      DATE: 12/19/2006

TITLE: President      FEIN: 51-0456396      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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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

# Pre-Bid Conference SIGN IN SHEET

[Please Print]

Request for Proposal No.: MHC 70172 Date: 11-28-2006

| Firm & Representative Name   | Mailing Address  | Telephone & FAX Numbers                              |
|--|--|--|
| 1. <u>AAA Mechanical Service Inc.</u><br><u>Dan Sillenwiter</u>      | <u>3760 Sleepy Hollow Dr.</u><br><u>HURRICANE WV 25526</u> | T: <u>888-212-6324</u><br>F: <u>966-296-8035</u>     |
| 2. <u>AAA MECHANICAL SERVICE</u><br><u>LAE BROWN</u>                 | <u>3760 SLEEPY HOLLOW DR</u><br><u>HURRICANE, WV 25526</u> | T: <u>888-212-6324</u><br>F: <u>866-296-8035</u>     |
| 3. <u>Tri-State Roofing &amp; Sheet Metal</u><br><u>Randy Griner</u> | <u>101 South Mainville Rd</u><br><u>Denison WV 26042</u>   | T: <u>(304) 485-6593</u><br>F: <u>(304) 485-2841</u> |
| 4. <u>Casto Technical Svcs</u><br><u>Barry Justice</u>               | <u>540 Lora Sullivan Way</u><br><u>Charleston WV 25322</u> | T: <u>(304) 346-0549</u><br>F: <u>(304) 346-8920</u> |
| 5. _____   | _____  | T: _____<br>F: _____                                 |
| 6. _____   | _____  | T: _____<br>F: _____                                 |
| 7. _____   | _____  | T: _____<br>F: _____                                 |
| 8. _____   | _____  | T: _____<br>F: _____                                 |
| 9. _____   | _____  | T: _____<br>F: _____                                 |
| 10. _____  | _____  | T: _____<br>F: _____                                 |

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

|  |        |      |                    |
|--|--------|------|--------------------|
| Wv-36a <b>STATE OF WEST VIRGINIA<br/>PURCHASING CONTINUATION SHEET</b> | Buyer: | Page | Req. or P. O. No.: |
|--|--------|------|--------------------|

|         |                |
|---------|----------------|
| Vendor: | Spending Unit: |
|---------|----------------|

Requisition No.: MHC70172

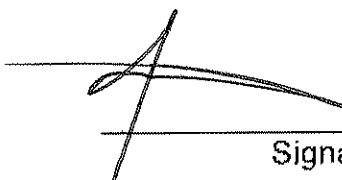
**ADDENDUM ACKNOWLEDGEMENT**

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

**Addendum No.'s:**

- No. 1   ✓
- No. 2   ✓
- No. 3   ✓
- No. 4
- No. 5

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

  
William T. Allen  
 Signature

A & A Mechanical Service, Inc.  
 Company

12/19/2006  
 Date



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  
**MHC70172**

PAGE  
**1**

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

**VENDOR**  
 \*802115800      502-968-0121  
**A&A MECHANICAL SERVICE INC**  
**1111 ULRICH AVENUE**  
  
**LOUISVILLE KY 40219**

**SHIP TO**  
**HEALTH AND HUMAN RESOURCES**  
**JOHN MANCHIN, SR. HEALTH CARE**  
  
**401 GUFFEY STREET**  
**FAIRMONT, WV**  
**26554                      304-363-2500**

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>11/30/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **12/20/2006**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT             |
|--|----------|-----|--------|-------------|------------|--------------------|
| *****ADDENDUM NO 2*****  |          |     |        |             |            |                    |
| 1. 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. |          |     |        |             |            |                    |
| PLEASE NOTE THE FOLLOWING ATTACHEMENT:   |          |     |        |             |            |                    |
| 0001   | 1        | JB  |        | 820-08      |            |                    |
| UPGRADE TO SPECIFIC PARTS OF THE HVAC, AS LISTED.  |          |     |        |             |            |                    |
| ***** THIS IS THE END OF RFQ MHC70172 ***** TOTAL:   |          |     |        |             |            | <u>\$79,226.80</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE      TELEPHONE (502) 968-0121      DATE 12/19/2006  
 TITLE President      FEIN 51-0456396      ADDRESS CHANGES TO BE NOTED ABOVE

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

## MHC70172 ADDENDUM 2

**ADD:**

**3.3.7** Contractor shall replace existing hot water control valve with 3 way bypass valve.

**ADD:**

**3.4.8** Contractor shall provide Maintenance staff with eight (8) hours of system training.

**ADD:**

**3.7** Contractor shall furnish and install a control valve on the hot water for AHU #3 in the laundry.

|         |                |
|---------|----------------|
| Vendor: | Spending Unit: |
|---------|----------------|

Requisition No.: MHC70172

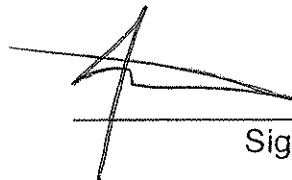
**ADDENDUM ACKNOWLEDGEMENT**

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

**Addendum No.'s:**

- No. 1       ✓
- No. 2       ✓
- No. 3       ✓
- No. 4
- No. 5

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

  
William T. Allen  
 Signature

A & A Mechanical Service, Inc.  
 Company

12/19/2006  
 Date



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 |
| MHC70172   |

|      |
|------|
| PAGE |
| 1    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 11/15/2006   |               |          |        |               |

BID OPENING DATE: 12/20/2006 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT      |
|---|----------|-----|----------|-------------|------------|-------------|
| ***** ADDENDUM NO. 1 *****<br>THIS ADDENDUM IS BEING ISSUED TO DELETE BOILERS, HIGH PRESSURE STEAM FROM THE RFQ. PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE ADDENDUM ACKNOWLEDGEMENT SECTION CONTAINED IN THE RFQ.<br>***** A BID BOND IS REQUIRED WITH THIS BID. *****<br>A MANDATORY PRE-BID MEETING IS SCHEDULE FOR 11/28/2006 AT 10:00 AM IN THE BUSINESS OFFICE. |          |     |          |             |            |             |
| 0001  | 1        | JB  |          | 820-08      |            |             |
| UPGRADE TO SPECIFIC PARTS OF THE HVAC, AS LISTED.   |          |     |          |             |            |             |
| ***** THIS IS THE END OF RFQ MHC70172 ***** TOTAL:  |          |     |          |             |            | \$79,226.80 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                                 |                                   |
|-----------|---------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE                       | DATE                              |
|           | William T. Allen (502) 968-0121 | 12/19/2006                        |
| TITLE     | FEIN                            | ADDRESS CHANGES TO BE NOTED ABOVE |
| President | 51-0456396                      |                                   |

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<br><b>MHC70172</b> |
|-------------------------------|

|                  |
|------------------|
| PAGE<br><b>1</b> |
|------------------|

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF<br><b>ROBERTA WAGNER<br/>304-558-0067</b> |
|--|

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

VENDOR

**HEALTH AND HUMAN RESOURCES**  
**JOHN MANCHIN, SR. HEALTH CARE**  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

SHIP TO

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>11/14/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY  | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|---|-----|----------|-------------|------------|--------|
| ***** A BID BOND IS REQUIRED WITH THIS BID. *****   |   |     |          |             |            |        |
| A MANDATORY PRE-BID MEETING IS SCHEDULE FOR 11/28/2006 AT 10:00 AM IN THE BUSINESS OFFICE.  |   |     |          |             |            |        |
| 0001  |   | EA  |          | 820-08      |            |        |
|   | BOILERS, HIGH PRESSURE STEAM                      |     |          |             |            |        |
| 0002  | 1   | JB  |          | 820-08      |            |        |
|   | UPGRADE TO SPECIFIC PARTS OF THE HVAC, AS LISTED. |     |          |             |            |        |
| THE AGENCY, DHHR, IS SOLICITING BIDS FOR A CONTRACT: TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO THE REMOVAL, LEGAL DISPOSAL OF SPECIFIC HVAC EQUIPMENT, INSTALLATION OF NEW HVAC EQUIPMENT AND COMPONENTS, SYSTEM STARTUP, TESTING AND ADJUSTMENTS LISTED HEREIN AT THE JOHN MANCHIN SR. HEALTH CARE CENTER, 401 GUFFEY STREET, FAIRMONT, WV 26554, PER THE ATTACHED SPECIFICATIONS. |   |     |          |             |            |        |
| EXHIBIT 5   |   |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                           |                                    |                                   |
|---------------------------|------------------------------------|-----------------------------------|
| SIGNATURE<br>             | TELEPHONE<br><b>(502) 968-0121</b> | DATE<br><b>12/19/2006</b>         |
| TITLE<br><b>President</b> | FEIN<br><b>51-0456396</b>          | 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  
**MHC70172**

PAGE  
**2**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE**  
**401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500**

|   |               |          |        |               |
|---|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>11/14/2006</b>                                   | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: <b>12/20/2006</b> BID OPENING TIME <b>01:30PM</b> |               |          |        |               |

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED AND APPROVED SHOP DRAWINGS ARE RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASEORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>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.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>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.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(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.</b></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                           |                                    |                                   |
|---------------------------|------------------------------------|-----------------------------------|
| SIGNATURE<br>             | TELEPHONE<br><b>(502) 968-0121</b> | DATE<br><b>12/19/2006</b>         |
| TITLE<br><b>President</b> | FEIN<br><b>51-0456396</b>          | 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  
**MHC70172**

PAGE  
**3**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/14/2006   |               |          |        |               |

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UQP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL 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 PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND 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,</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |  |                                   |
|--------------------|--|-----------------------------------|
| SIGNATURE<br>      | TELEPHONE<br>William T. Allen (502) 958-0121 | DATE<br>12/19/2006                |
| TITLE<br>President | FEIN<br>51-0456396                           | 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  
**MHC70172**

PAGE  
**4**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>11/14/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>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 ALUMINUM 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> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                           |                                    |                                   |
|---------------------------|------------------------------------|-----------------------------------|
| SIGNATURE<br>             | TELEPHONE<br><b>(502) 968-0121</b> | DATE<br><b>12/19/2006</b>         |
| TITLE<br><b>President</b> | FEIN<br><b>51-0456396</b>          | 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 |
| MHC70172   |

|      |
|------|
| PAGE |
| 5    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

|                            |               |          |        |               |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br>11/14/2006 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
|      |          |     |          |   |            |        |
|      |          |     |          | <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <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 AND THE STATE AUDITOR'S OFFICE. 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> |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |  |                                   |
|--------------------|--|-----------------------------------|
| SIGNATURE<br>      | TELEPHONE<br>William T. Allen (502) 968-0121 | DATE<br>12/19/2006                |
| TITLE<br>President | FEIN<br>51-0456396                           | 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  
**MHC70172**

PAGE  
**6**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

STATE

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/14/2006   |               |          |        |               |

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... ✓</p> <p>NO. 4 ..... </p> <p>NO. 5 ..... </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i> ..... SIGNATURE<br/>           William T. Allen, President<br/>           A &amp; A Mechanical Service, Inc. .... COMPANY<br/>           12/19/2006 ..... DATE</p> <p>REV. 11/96</p> <p>QUESTIONS WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, DECEMBER 6, 2006. 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, E-MAIL QUESTIONS ARE PREFERRED.</p> |          |     |          |             |            |        |

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |  |                                   |  |
| SIGNATURE<br><i>[Signature]</i>           | TELEPHONE<br>William T. Allen (502) 968-0121 | DATE<br>12/19/2006                |  |
| TITLE<br>President                        | FEIN<br>51-0456396                           | 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  
**MHC70172**

PAGE  
**7**

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

V  
E  
N  
D  
O  
R

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

S  
H  
I  
P  
T  
O

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/14/2006   |               |          |        |               |

BID OPENING DATE: **12/20/2006** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER<br/>           DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25305<br/>           FAX: 304-558-4115<br/>           EMAIL: RWAGNER@WVADMIN.GOV</p> <p>CONTRACTORS LICENSE</p> <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: . A. &amp; A Mechanical Service, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: WV036853 .....</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> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                                 |                                   |
|-----------|---------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE                       | DATE                              |
|           | William T. Allen (502) 968-0121 | 12/19/2006                        |
| TITLE     | FEIN                            | ADDRESS CHANGES TO BE NOTED ABOVE |
| President | 51-0456396                      |                                   |

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  
**MHC70172**

PAGE  
**8**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**JOHN MANCHIN, SR. HEALTH CARE**  
**401 GUFFEY STREET**  
**FAIRMONT, WV**  
**26554**                      **304-363-2500**

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 11/14/2006   |               |          |        |               |

BID OPENING DATE: **12/20/2006**                      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p><b>APPLICABLE LAW</b></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> <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>REV. 1/2005</p> <p><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         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> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                |                                   |
|-----------|----------------|-----------------------------------|
| SIGNATURE | TELEPHONE      | DATE                              |
|           | (502) 968-0121 | 12/19/2006                        |
| TITLE     | FEIN           | ADDRESS CHANGES TO BE NOTED ABOVE |
| President | 51-0456396     |                                   |

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 |
| MHC70172   |

|      |
|------|
| PAGE |
| 9    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219

SHIP TO

HEALTH AND HUMAN RESOURCES  
 JOHN MANCHIN, SR. HEALTH CARE  
 401 GUFFEY STREET  
 FAIRMONT, WV  
 26554 304-363-2500

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/14/2006   |               |          |        |               |

BID OPENING DATE: **12/20/2006**      **BID OPENING TIME 01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| SEALED BID<br><br>BUYER: FILE 22<br>REQ. NO.: MHC70172<br>BID OPENING DATE: DECEMBER 20, 2006<br>BID OPENING TIME: 1:30 PM<br><br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br>(502) 968-1570<br>-----<br>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:<br>Jeff Gillenwater (304) 207-6007<br>----- |          |     |          |             |            |        |

|   |                |                                   |  |
|---|----------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                |                                   |  |
| SIGNATURE                                 | TELEPHONE      | DATE                              |  |
|   | (502) 968-0121 | 12/19/2006                        |  |
| TITLE                                     | FEIN           | ADDRESS CHANGES TO BE NOTED ABOVE |  |
| President                                 | 51-0456396     |                                   |  |

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

## REQUEST FOR QUOTATION

### I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to the removal, legal disposal of specific HVAC equipment, installation of new HVAC equipment and components, system startup, testing, and adjustments listed herein at the John Manchin Sr. Health Care Center, 401 Guffey Street, Fairmont, WV 26554.
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. 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 imply a mandatory requirement.

### 2. BIDDER 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 & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for November 28, 2006 at 10:00 AM in the Business Office at the Manchin Health Care Center. Failure to attend the mandatory prebid conference will result in bid rejection.

### 3. SCOPE OF WORK:

Minor deviations from the stated specification not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bidding atmosphere provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.

MHC70172

- 3.1 Air Handler #4 on Main Building: Contractor shall completely demolish, remove, and legally dispose of the existing Air Handler #4 and associated ductwork.
  - 3.3.1 Contractor shall provide crane and rigging service as required.
  - 3.3.2 Contractor shall furnish and install a new roof mounted exhaust fan to be sized to exhaust the air from the areas served by AHU #4 (match the existing return flow). Include roofing in the new curb. Electrically interlock the exhaust fan to the AHU #4 supply fan.
  - 3.3.3 Contractor shall furnish and install new roof mounted air handler unit with 100 % outside air configuration. Work to include installing all electrical, ductwork, and balancing dampers and fittings.
  - 3.3.4 Existing electric re-heat units must be kept in place.
  - 3.3.5 Contractor shall furnish and install new chilled water and hot water piping from roof penetration to new Unit
  - 3.3.6 Contractor shall provide system testing, adjustment and start up.
- 3.3 Contractor shall completely demolish, remove, and legally dispose of Education Building Rooftop HVAC Unit.
  - 3.3.1 Contractor shall provide crane and rigging service as required.
  - 3.3.2 Contractor shall furnish and install brand new 5 Ton Rooftop unit with gas heat and new control thermostat. Including any roof adapters and new fittings, and electrical work.
  - 3.3.3 Contractor shall provide and install new temperature controls for units as specified in temperature control systems improvement project.
  - 3.3.4 Contractor shall provide start up, system testing and necessary adjustments.
- 3.4 Contractor shall replace existing pneumatic controllers serving the existing HVAC equipment (AHU 1, 2, 3 and new AHU 4) with direct digital controllers (DDC) unit controllers that have Lonworks communication protocol.
  - 3.4.1 If practical, contractor shall reuse existing enclosures, conduit, wiring (if type approved by DDC manufacture). If practical, reuse all existing relays, valves, transformers and actuators.

- 3.4.2 Contractor shall provide operator interface for the DDC controllers (mobile workstation or display modules on each DDC controller).
  - 3.4.3 Contractor shall provide DDC heating plant controller for control of steam boilers, steam to hot water convector, hot water pumps and provide hot water reset control.
  - 3.4.4 Contractor shall provide DDC cooling plant controller for control of chillers, chilled water pumps, and provide chilled water reset control.
  - 3.4.5 Contractor shall reuse all existing steam valves, hot water valves, chilled water valves, and damper actuators; control these by DDC system with Electronic to pneumatic transducers (EPT).
  - 3.4.6 Contractor shall install controls for AHU 2 added chill water coil to be integrated into the new LON based direct controller for better control of discharge air temperature.
  - 3.4.7 Zone temperature control shall remain pneumatic.
- 3.5 Contractor shall furnish and install a 100 gallon vertical boiler feed system with two (2) pumps rated at 15 GPM @ 20 psig discharge.
- 3.5.1 Contractor shall provide all necessary piping and fittings.
  - 3.5.2 Contractor shall provide all necessary electrical conduit, wiring, and supplies.
  - 3.5.3 Contractor shall make necessary changes to both boiler water level controllers to accept input from the feed water system.
  - 3.5.4 Contractor shall provide system testing, adjustment and start up.
- 3.6 Contractor shall furnish and install a 30% propylene glycol and deionized water mixture for the chilled water cooling loop.
- 3.6.1 Contractor shall furnish and install an automatic glycol feed system with a 50 gallon tank holding tank.
  - 3.6.2 Contractor shall provide all necessary piping and fittings.
  - 3.6.3 Contractor shall provide all necessary electrical conduit, wiring and supplies.
  - 3.6.4 Contractor must fill the automatic glycol feed system with 40 gallons of premixed glycol and deionized water at a 30% concentration.
  - 3.6.5 Contractor must test and adjust the feed water system for proper operation.

**4. INSPECTION:**

- 4.1 Contractor 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 contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

**5. SHOP DRAWINGS:**

- 5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

**6. TEMPORARY FACILITIES:**

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

**7. COORDINATION OF WORK:**

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building employees shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

**8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work 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.
- 8.2 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.

**9. PERMITS:**

- 9.1 The Contractor 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.

**10. CLEAN UP:**

- 10.1 The Contractor 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 contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

**11. WAGE RATES:**

- 11.1 The Contractor 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 **MARION 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>

**12. PAYMENT SCHEDULE:**

- 12.1 The Contractor shall submit to the Owner one original invoice when the contracted work is completed in its entirety upon inspection and approval by the owner.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed

upon terms of the contract.

**13. TERM OF WORK:**

- 13.1 All work shall be complete within 60 calendar days from the approval of the shop drawings.

**14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Contractor 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 by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

**15. TOOLS AND EQUIPMENT STORAGE:**

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

**16. SAFETY EQUIPMENT:**

- 16.1 The Contractor 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.

**17. DAMAGES:**

- 17.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

**18. SCHEDULE OF BID RESPONSES:**

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Successful bidder shall submit full commercial warranty information. The warranty information shall minimally contain the product warranty and labor warranty product.

# A F F I D A V I T

## West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

## DEFINITIONS:

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

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

## EXCEPTION:

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

## LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

## CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: A & A Mechanical Service, Inc.

Authorized Signature: \_\_\_\_\_

William T. Allen

Date: 12/19/2006



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A & A Mechanical Service, Inc.  
of Louisville, KY, as Principal, and Travelers Casualty and Surety Company  
of America of Hartford, CT, a corporation organized and existing under the laws of the State of CT  
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  
MHC70172 John Manchin, Sr. Health Care Center - Fairmont, WV

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  
20th day of December, 2006.

Principal Corporate Seal

A & A Mechanical Service, Inc.  
(Name of Principal)  
By William T. Allen  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
By: Paula J. Teague  
Paula J. Teague 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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216918

Certificate No. 001213775

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John S. Meehan, Paula J. Teague, Ruth Ann Herzog, Todd P. Loehnert, Pamela S. Canter, Jeffrey Duncan, and Walter M. Zolla

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

The authority granted hereunder to sign, execute, seal and acknowledge any individual bond, recognizance, conditional undertaking, and other writing obligatory in the nature thereof is not limited to a specified dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of July, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 26th day of July, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2006.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.