

Request for Quotation

DEFK7004

Address:Correspondence:To:Amenijon.ce CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

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

р ТО

DIV ENGINEERING & FACILITIES **JOBSITE** SEE SPECIFICATIONS

DATE PRIN	**************************************	MS OF SALE	SHIP VIA	FO.B	FREIGHTTERMS
01/04/ BID OPENING DATE:		2007	BTD	OPENING TIME (01:30PM
***************************************	100000000000000000000000000000000000000	UOP CAT	ITEM:NUMBER	UNITPRICE	AMOUNT
LINE	QUANTITY	NO.	TEW NOMES.		
0001	1	нк	910-36		
	HEATING MAIN	TENANCE AN	D REPAIR		
	THE WEST VIE	RGINIA PUR	HASING DIVISION,	ON BEHALF OF THE	HE
	AGENCY, THE	WEST VIRG	INIA ADJUTANT GEN	REKAL'S DEPARTMENT	ne l
	DIVISION OF	ENGINEEKI	NG/ FACILITIES, I S TO PROVIDE TEST	TING. ADJUSTING.	
	PREVENTATIVE	MAINTENAL	NCE, EMERGENCY SE	RVICE AND REPAI	R
	OF HEATING.	VENTILATI	DN, AND AIR COND	(TIONING (HVAC)	
	SYSTEMS, AND	HVAC CON	TROL SYSTEMS AT	THE SUMMERSVILLE	
	ARMED FORCES	S RESERVE	CENTER, CO A 1092	D ECB, AT	
	3 ARMORY WA'	y, SUMMERS	VILLE, WV 26651.		
	THE CUNTRAC.	PURPOSE	IS TO PROVIDE THE	CONTRACTED AS-	
	SURANCE THA	T THE HVAC	EQUIPMENT & HVA	CONTROL SYSTEM	
	OPERATES WI	THIN THE P	RESCRIBED GUIDEL	INES. VENDOR	
	SHALL BE FU	LLY RESPON	SIBLE FOR THE HV	AC SYSTEM'S OPER	-
	ATION, RELI	ABILITY AN	D PERFORMANCE OF	ENVIKUNMENIAL	
		SK MANAGEM	ENT, AND ENERGY	ELLICIENCI 10	
	OWNER.				
	THE VENDOR	SHALL PROV	IDE TESTING AND	SERVICING HVAC T	0
	INCLUDE INS	PECTING EQ	UIPMENT AND INST	ALLATION FOR	
	CONFORMANCE	WITH DESI	GN, ADJUSTING SY	STEM TO PROVIDE	
	DESIGN PERF	ORMANCE, A	ND PROVIDING SUP	PORT SERVICES	
			EM. WORK SHALL TS TO OWNER.	INCEODE RECORDIN	TEGEWED
	AND DOCUMEN	THE KLOUL	15 TO UNILKY		
	VENDOR TO P	ROVIDE CON	TRACTED ASSURANC	E THAT THE HVAC	Sont cro 1 A C. It.
	CONTROL SYS	TEM OPERAT	ES WITHIN THE PE	RFORMANCE GUIDE-	MILLED - I W T 40
	LINES. VEN	DOR SHALL	BE RESPONSIBLE F	OR THE OPERATING	A
	RELIABILITY	, AND PERF	ORMANCE OF THE C	UNIRUL SYSIEM.	PURCHASING DIVISION STATE OF WV
					DIMIL OF MA
CICNATURE	140.0	SEEF	REVERSE SIDE FOR TERMS AND C ITELEPHONE		TE
SIGNATURE	acy Khods t		Rhodes, Jr. (502)	968-0121	01/30/2007
πιε Vice Pre	/ esident	51-04563	96	ADDRESS CHANG	GES TO BE NOTED ABOVE
IAU	UEN DECDONDING			IN SPACE ABOVE LAB	ELED AENDOB.

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 Viginia 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



DATE PRINTED

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

TERMS OF SALE

Request for Quotation

DEFK7004

PAGE

FREIGHTTERMS

CHUCK BOWMAN
304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE A & A Mechanical Service, Inc.

1111 Ulrich Avenue Louisville, KY 40219 DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

01/04/2007 BID OPENING DATE: BID OPENING TIME 01:30PM 02/01/2007 ITEM NUMBER QUANTITY. UOP UNIT PRICE AMOUNT LINE VENDOR SHALL PROVIDE SCHEDULED PREVENTATIVE MAINTENANCE EMERGENCY SERVICES, AND REPAIRS, TO INCLUDE FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE WORK. PLEASE SEE ADDITIONAL SPECIFICATIONS AND BID INFORM-ATION PER THE ATTACHED. EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO DETAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. 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. 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) SUCCESSIVE ONE (1) YEAR PERIODS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS (502) 968-0121 Herman J. Rhodes, Jr. 01/30/2007 ADDRESS CHANGES TO BE NOTED ABOVE Vice President 51-0456396



RFQ COPY

TYPE NAME/ADDRESS HERE

1111 Ulrich Avenue Louisville, KY 40219

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

Request for Quotation DEFK7004

ØH-¤ FO

DEFK7004

CHUCK BOWMAN

ADDRESS:CORRESPONDENCE TO ATTENTION OF 304-558-2157

A & A Mechanical Service, Inc.

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

DATE PRIN	red:	l ster	MS OF SAL	Ē	SHIP	VIΑ		FO:B	FREIGHTTERMS	
01/04/	<u> </u>	1	************							
BID OPENING DATE:		02/01/	2007			BID	OPENIN	G TIME	01:30PM	
LINE	QUA	NTITY	UOP	CAT. NO	ITEM NU	MBER		UNIT PRICE	AMOUNT	
				v						
						DUDOU 4 0	T.V.O. D.F	OFFICE TO		
								SERVES TH		
								ON WRITTE OR SERVIC		
								OK SERVIC		
								RACT HERE		
	M T 111	111L 31 L	C11 10	AILUN	3 01 1112	DID AND	001111	(ACT HERES		
	OPEN N	MARKET	CLAUS	E: TH	E DIRECTO	R OF PU	RCHASI	ING MAY		
					NIT TO PU					
	MARKET	r, WITH	оит т	HE FI	LING OF A	REQUIS	ITION	OR COST		
	ESTIMA	ATE, IT	EMS S	PECIF	IED ON TH	IIS CONT	RACT F	FOR		
	IMMED:	IATE DE	LIVER	Y IN	EMERGENC	ES DUE	TO UNF	ORESEEN		
	1				NOT LIMIT					
	1		1 .	AN U	NANTICIPA	ATED INC	REASE	IN THE		
	VOLUME	e of wo	RK).							
	TACHD	ANCE. C	Heere	eem	VENDOD 61	IALL EUD	MITCH F	BOOK OF		
	1				VENDOR SI GENERAL		0			
E .	1		t I		3		li .	THERWISE		
	1		4		ì		b.	AMOUNT OF	=	
					UIRED IS	•	i .			
						, ,				
	WORKER	R'S COM	PENSA	TION:	VENDOR :	S REQUI	RED TO	PROVIDE	A	
	CERTIF	FICATE	FROM	WORKE	R'S COMPE	ENSATION	IF SU	JCCESSFUL.	•	
								CTOR FILES		
								AUTOMATI-		
	DRDER.		טא מא	ID, A	ND IS IEI	KWINATED	WITH	OUT FURTHE	≅R	
	UKDEK.	•					ļ.			
	REV.	9/98								
			VEND	OR PR	EFERENCE	CERTIFI	CATE			
					ICATION*					
	PREFE	RENCE I	N ACC	DRDAN	CE WITH V	VEST VIR	GINIA	CODE,		
	1		l 	SEE RE	I VERSE SIDE FOR:	ERMS AND CO	L NDITIONS		I	
SIGNATURE	QA	Ja Can		************		TELEPHONE	***********	\1.2.1	ATE 01 /20 /0007	
TITLE	- F.M	F	EIN	·	Rhodes, Jr	· (302)) 968-0	i	01/30/2007	
Vice Pre		10115:::=		045639			1		GES TO BE NOTED ABOV	'E



Request for Quotation

DEFK7004

PAGE

CHUCK BOWMAN
304-558-2157

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

RFQ COPY TYPE NAME/ADDRESS HERE

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

DATE PRINT	000000000000000000000000000000000000000	TER	MS OF SALE	SHIF	VIA	F.O.B	FREIGHT TERMS
01/04/ BID OPENING DATE:		02/01/	2007		RTD (DPENING TIME	01:30PM
	00.000000000000000000000000000000000000			AT ITEMN	JMBER	UNIT-PRICE	AMOUNT
LINE	QUAN	TITY	NOP N	O ITENIN	JWOGN	UNITAICE	AWOON
	5A-3-3	7 (DOE	S NOT A	PPLY TO CON	STRUCTIO	N CONTRACTS).	
					EN BBEE	DENOT FOR THE	
	ł	1		MADE FOR 2.	5% PREFE	RENCE FOR THE	
	REASON	CHECK	ED:				
	()	BIDDER	IS AN	INDIVIDUAL	RESIDENT	VENDOR AND	
	HAS RE	SIDED	CONTINU	OUSLY IN WE	ST VIRGI	NIA FOR FOUR	
				LY PRECEDIN	G THE DA	TE OF THIS	
	CERTIF	ICATIO	N; OR				
		DINNER	TC A D	ADTHEBOUTE	ASSOCTA	TION OR CORPOR	
						D ITS HEAD-	
						S CONTINUOUSLY	IN
						IATELY PRECEDI	
·						OF THE OWNERS	HIP
						INDIVIDUAL,	
					i i	N RESIDENT VEN	
						PRINCIPAL PLA NIA FOR FOUR (
				RECEDING TH			47
	CERTIF						
	1 - '			ORPDRATION			
						HICH EMPLOYS	
				4		TS AND WHICH CIPAL PLACE OF	
	1		i I	i -		USLY FOR THE	
	i			1	i	HE DATE OF THI	s
	CERTIF						-
	į				•		
	1			MADE FOR 2.	5% PREFE	RENCE FOR THE	
	REASON	CHECK	ED:				
	()	RINNED	TC A D	ESTDENT VEN	ภกษ พยก	CERTIFIES THAT	-
						ERAGE AT LEAST	
						OJECT BEING BI	
SIGNATIONE /		/	S)	E REVERSE SIDE FOR	TERMS AND CON		DATE
de man	thod	leya.	Herman J	J. Rhodes, Ji		968-0121	01/30/2007
Vice Pre	sident	, FE	51-045	6396		ADDRESS CHA	NGES TO BE NOTED ABOVE



Request for Quotation

SH-P TO

DEFK7004

PAGE

***ADDRESS:CORRESPONDENCE:TO:ATTENTION.OF

CHUCK BOWMAN 304-558-2157

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

RFQ COPY TYPE NAME/ADDRESS HERE

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

DATE PRIN	TED	TER	IMS:OF:SAL	Ę	SHIP VIA		F.O.E	i	FREIGHT TERMS
01/04/						<u> </u>	······································		
BID OPENING DATE:	100000000000000000000000000000000000000	02/01/	2007	0.0000000000000000000000000000000000000	BID	<u>OP</u>	ENING T	IME O	1:30PM
LINE	QUAN	ITITY	UOP	CAT. NO	ITEM NUMBER		UNITE	RICE	AMOUNT
	100000000000000000000000000000000000000			20000000000000000		330,000			
	ADE DE	CIDENT	e ur	WEST	VIRGINIA WHO HAV		DECIDED	TAI	
					FOR THE TWO YEA				
					F THIS BID;		THILL	MILL	
	OR		3.12.00	2011					-
		BIDDER	IS A	NONR	ESIDENT VENDOR E	MP	LOYING	Α	
	MINIMU	M OF O	NE HU	NDRED	STATE RESIDENTS	0	RISA		
					H AN AFFILIATE O				
					ADQUARTERS OR PR				
					T VIRGINIA EMPLO				
					ESIDENTS WHO CER				
	DOKING	THE L	TLE O	F THE	CONTRACT, ON AV	ER	AGE AT	LEAST	
	CURCID	INE E	MPLUY	EES U	R BIDDERS' AFFIL	IA	TE'S OR		
					ARE RESIDENTS O E STATE CONTINUO				
					E STATE CONTINUO EDING SUBMISSION				
	LAKO	* 1) 11 L D 1	71661	INLU	LDING SUBMISSION		r into	DID.	}
	BIDDER	UNDER	STAND	S IF	THE SECRETARY OF	т.	AX & RF	VENUE	
	DETERM	INES T	HAT A	BIDD	ER RECEIVING PRE	FE	RENCE H	AS	
					MEET THE REQUIRE				
	PREFERI	ENCE,	THE S	ECRET	ARY MAY ORDER TH	E	DIRECTO	R OF	
	PURCHA:	SING T	0: (A) RE	SCIND THE CONTRA	CT	OR PUR	CHASE	
	ORDER :	ISSUED	; OR	(B) A	SSESS A PENALTY	AG	AINST S	UCH	
	BIDDER	IN AN	AMDU	ит ио	T TO EXCEED 5% O	F	THE BID	AMOUNT	
	AND TH	AT SUC	H PEN	ALTY	WILL BE PAID TO	TH	E CONTR	ACTING	
	AGENCY	OR DE	DUCTE	D FRO	M ANY UNPAID BAL	AN	CE ON T	HE	
	CONTRA	אט וג	PURCH	ASE U	RDER.				
	RV CIIRI	ATESTO	N DE	тите	CERTIFICATE, BID	nr.	n Acnee	O TO	
	DISCIN	SE ANV	PEAC	UNVBI	Y REQUESTED INFO	DM	K AGKEE	SIU	
	PURCHAS	SING D	IVISI	ON AN	D AUTHORIZES THE	ות	EDVOLWE	U INE Ny ne	
	TAX ANI	REVE	NUE T	DIS	CLOSE TO THE DIR	FC.	TOR OF	NI OF	
	PURCHAS	SING A	PPROP	RIATE	INFORMATION VER	IF	YING TH	ΔТ	
	BIDDER	HAS P	AID T	HE RE	QUIRED BUSINESS	TA	XES, PR	OVIDED	
	THAT SI	JCH IN	FORMA	TION	DOES NOT CONTAIN	l TI	HE AMOU	NTS OF	
	TAXES F	PAID N	OR AN	Y OTH	ER INFORMATION D	EE	MED BY	THE TAX	
	COMMISS	SIONER	то в	E CON	FIDENTIAL.				
			<u> </u>	SEEDEN	ERSE SIDE FOR TERMS AND CON	(65) (FE	ANO.		
SIGNATURE (17	10-	999 9999 999		TELEPHONE	VUI.I	UNG	DATE	
Mema TITLE	Thur	IN THE		J. Ri		968	8-0121		1/30/2007
Vice Pres	ident	l L		456396	; ;		ADDRE	ESS CHANGE	S TO BE NOTED ABOVE

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



Request for Quotation

OH-PHO

DEFK7004

RFO NUMBER

....PAGE....

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

RFQ COPY TYPE NAME/ADDRESS HERE

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

DATE PRINT	ED	TER	MS OF SAL	E	SHIP:VIA		F.O.B		FREIGHT TERMS
01/04/	2007	<u> </u>							
BID OPENING DATE:	***********	02/01/	2007	200020020000	houses and a second sec	D OF	PENING T	400000000000000000000000000000000000000	:30PM
LINE	GUA	INTITY	UOP	CAT NO	ITEM NUMBER		UNIT P	RICE	AMOUNT
	CODE 6 CERTIF THAT 1 CONTAI TERM (61-5-3) FICATE IF A CO INED WI DF THE	, BID IS TR NTRAC THIN CONTR	DER H UE AN T IS THIS ACT,	OR FALSE SWEAR EREBY CERTIFIES D ACCURATE IN ISSUED TO BIDD CERTIFICATE CHABIDDER WILL NO MEDIATELY.	S TH ALL ER A ANGE	HAT THIS RÉSPECT AND IF A ES DURIN	S; AND NYTHING G THE	
				BIDDE	R: -A & A Mecha	nica	al Servic	e, Inc.	
				DATE:	01/30/2007_		 W 1 0 0	her has too out our out on	
				SIGNE	D: Nerman J. Kh	odes	oche W	hand many same same and price same and	
				TITLE	. <u>Vice Preside</u>	nt			
	IN EIT ENTITL 5% PRE	THER "A LED TO	" OR RECEI	"B", VE.	N OF PREFERENCE OR BOTH "A" AND YOU MAY REQUES "A" AND "B".	D rE	B" WHICH	YOU ARE	
				NOT	ICE				
	A SIGN	√ED BID	MUST	BE S	UBMITTED TO:				
	F	PURCHAS BUILDIN	ING D G 15	IVISI					
		2019 WA CHARLES		WV 2	TREET, EAST 5305-0130				
olos Medos	,,	, and the second		SEERE	VERSE SIDE FOR TERMS AND		TIONS		,
SIGNATIONE	Lo			J. R1	hodes, Jr. (502	96	8-0121	DATE 01	/30/2007
Vice Pres	ident	/ FE	51 <u>-</u>	045639	96		ADDRI		TO BE NOTED ABOVE



Request for Quotation

NATE PRINTED TERMS CESALE SHIP VIA FOR EREIGHT TERMS

DEFK7004

PAGE

ADDRESS:CORRESPONDENCE:TO:ATTENTION.OF

CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

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

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

01/04/	************	***************************************	************					*****************	20000 200		***************************************
BID OPENING DATE:	-,	02/01/	2007			BID	OPENING	TIME	01	:30PM	
LINE	AUD	JTITY	UOP	CAT NO	ITEM NUM	1BER	UNIT	PRICE		AMOUNT	
		******				*****************	866600000000000000000000000000000000000	*************	**********		***********
	,	•									
	,										
					THIS INF				OF		
	THE EN	VELOPE	OR T	HE BI	D MAY NOT	BE CON	SIDERED:				
	SEALED	BID									
		=									
	BUYER:				CB-23						
					OB EU						
	RFQ. N	0.:			DEFK70	04					
	BID OP	ENING	DATE:		02/01/	2007					
	BID OP	ENING	TIME:		1:30 P	M					
	·										
	DIEACE	PPOVI	DE V	EVA W	UMBER IN	CACE TT	TO NECE	CCADV			
	TO CON	TACT Y	OU RE	GARDI	NG YOUR B	ID:	13 NECE	SSART			
		(502)	968-1	570							
	_										
	CONTAC	T PERS	ON (P	LEASE	PRINT CL	EARLY):					
	_	Jeff	Gillen	water	(304) 207-	-6007					
		1									
		i									
				SEE RE	/ERSE SIDE FOR T	ERMS AND CO	Ditions				
SIGNATURE	QPI.	In ar	Terman		odes, Jr.	TELEPHONE (502)	968-0121	ļ	DATE	01/30/2007	
Vice Pres	ident	FE	IN	456396		(302)			***********	TO BE NOTED ABO	VE
ATCE TIES	TACHE		21-0	750550	·						

√V-36 ₹ev.

STATE OF WEST VIRGINIA

Quantity

PURCHASING CONTINUATION SHEET

/endor:

tem No.

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. CB-23

Spending Unit:

Unit Amount

Vendor Qualifications. Proven successful testing, adjusting, commissioning, preventative maintenance, emergency service and repair experience of complex Commercial HVAC equipment/systems. Vendor shall be a factory authorized service agency of commercial HVAC equipment including McQuay, Carrier, York, Trane or approved equal, and shall have factory trained/certified technicians providing services to fore mentioned equipment. Shall have a local service office within 60 miles of facility.

Description

Pre-Bid Conference. A mandatory on site Pre-Bid Conference shall be held on - January 18, 2007 at 11:00am. Failure to attend will result in bid disqualification.

Invoicing. Preventive Maintenance shall be billed quarterly in arrears. Trouble calls, service orders, job orders shall be billed at time of completion.

Vendors:

A. Contact Telephone . Number (304) 207–6007

B. Emergency Contact Telephone Number 1-888-212-6324 __.

SCOPE OF WORK REQUIREMENTS

A. Provide initial inspection of equipment within 45 days of effective date of this contract (Notice to Proceed). Note: the Vendor shall notify

WV-36 Rev. 10/81

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Buyer:		Req. or P.O. No.					
Spending Unit:							

ŗ				Unit	
	14 No	Quantity	Description	Price	Amount
L	Item No.	Quality		······	

the resident facilities manager / building maintenance mechanic a minimum of 15 days prior to the scheduled date of the initial inspection. Initial inspection shall include confirming-that-all-scheduled equipment operates in conformance with the design requirements. It is not the intent of this Contract to provide air or water balancing services. Rather, it is the intent of this contract to provide the Owner with assurance that the HVAC equipment has been installed in the prescribed manner and is continuously operating within the required performance guidelines. It is required that systems that are determined to be deficient or unable to perform to specification (ie., sound requirements, cooling/heating capacity, insufficient airflow, waterflow, static pressure, etc.,) be brought to the immediate attention of the resident Facilities manager / building maintenance mechanic, and in written form, to the Owner to allow for design evaluation/mitigation of the conditions leading to the situation.

B. The initial inspection shall include providing a documented report of test results for all scheduled HVAC equipment including a minimum of the following:

i. Air Handling Systems / Rooftop Unit
Test Report
Unit Identification
Location / Area Served
Make and Type
Model # / Serial # and Unit Size
Unit Arrangement and Class
Discharge Arrangement
Fan and Motor Sheave Make, Size
(Pitch Diameter) and Bore
fan and Motor Sheave Center to
Center Dimensions and Adjustment
Number of Belts, Make and Size

>-} ev.)/81

em No.

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

endor: A & A Mechanical Service, Inc.

Quantity

Buyer	Page 1110	Req. or P.O. No.					
CB-23-	1 " I C	DEFK7004					
Spending Unit:							
 	Unit						

Amount

Price

Number of Filters, Type and Size Motor Data (Make, Frame Size and Type) Motor Horsepower and RPM Motor Voltage, Phase and Hertz Motor Full Load Amperage and Service Factor Measured Running Load Amps of Motor Operating Airflow Rate (CFM) System Static Pressure (in.wg.) Fan RPM Discharge Static Pressure (in.wg.) Filter Static Pressure (in.wg.) Cooling Coil / Heating Coil Static Pressure (in.wg.) Compartment to Compartment Static Pressure Differentials (in.wg.)Minimum Ventilation Airflow / Outside Air Damper Position Return Airflow Vortex / VFD Position

Description

ii. Apparatus – Hydronic/Refrigerant Coil Test Report Unit Identification Location / Area Served. Coil Type Number of Rows Fin Spacing (Fins/Inch) Make and Model # Face Area (Square Feet) Tube Size (NPS) Tube and Fin Materials Circulating Arrangement (3-way or 2-way) Average Airflow Velocity Airflow Rate Air Pressure Drop Outside Air Temperature (Dry Bulb and Wet Bulb) Return Air Temperature (Dry Bulb and Wet Bulb) Mixed Air Temperature (Dry Bulb and Wet Bulb)

STATE OF WEST VIRGINIA

Rev. 10/81

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. DEFK7004
Spending Unit:

г				Unit	
Item No.	Quantity	Description	*	Price	Amount

Leaving Air Temperature (Dry Bulb and Wet Bulb) Hydronic Coil Flow (GPM) Total Heating Capacity (Btuh) Total and Sensible Cooling Capacity (BtuH) Water Pressure Drop (ft.hd.or psig) Entering Water temperature Leaving Water Temperature DX Refrigerant Expansion Valve and Refrigerant Type Refrigerant Suction and Liquid Line Pressures (psig) Refrigerant Suction Temperature

iii. Apparatus – Electric Coil Test Report

Unit Identification Location Coil Identification Capacity (BtuH) Number of Stages SCR Modulating or On-Off Control Volts/Phase/Hertz Rated Amperage Airflow (CFM) Face Area (Square Feet) Minimum Face Velocity Installed Fuse/Breaker Size for Overload Protection Entering Air Temperature Leaving Air Temperature

iv. Pumps - Test Report

Mark location of discharge valve(s) for reference.

3 3v. 3/81 STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

endor: A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No.
CB=23 DEFK7004

Spending Unit:

em No. Quantity Description Unit Price Amount

Open 2-way control valves and operate variable speed drive at 100%.

Verify pump impeller size by operating the pump with the discharge valve closed. Verify with pump manufacturer that this will not damage the pump. Convert pressure to head and correct for differences in gage locations. Note operating point on manufacturer's pump curve at zero flow and confirm impeller size. Check system resistance. With all valves open, read pressure differential across pump and mark the pump manufacturer's head-capacity curve. Adjust pump discharge valve until design water flow is achieved. If an overamping condition is experienced, discontinue test and report condition to Owner. Verify pump motor brake horsepower. Calculate the intended brake horsepower for the system based on the pump manufacturer's performance data. Record calculated brake horsepower and nameplate data on pump motor. Report flow rates that cannot be adjusted within +/- 5% of design to Owner.

v. Compressor / Condenser Units – Test Report Unit Identification Location Unit Make and Model #

STATE OF WEST VIRGINIA

Rev. 10/81

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. OB-23. DEFK7004

Spending Unit:

			Unit	
Item No.	·Quantity	Description	Price	Amount
Rem No.	acountry		L,L,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Manufacturer's Compressor Serial #'s Compressor Make Refrigerant Weight (1lbs.) Low Ambient Temperature Cutoff (Deg. F) Entering Condenser Air Temperature (Dry Bulb) Leaving Condenser Air Temperature (Dry Bulb) Number Fans Condenser Fan RPM Condenser Fan Airflow (CFM) Condenser Fan Motor Make, Frame Size, RPM and Horsepower Condenser Fan Motor Voltage Condenser Fan Motor Amperage **Control Settings** Unloader Set Points Low Pressure Cutoff Setting High Pressure Cutoff Setting (psig) Suction Pressure (psig) Suction Temperature (Deg.F.) Condenser Refrigerant Pressure (psig) Condenser Refrigerant Temperature (Deg.F.) Oil Pressure (psig) Oil Temperature (Deg.F.) Crankcase Heater KW

vi. Boilers - Test Report

Boiler Model and Serial # Burner Input Rating Boiler Output Rating Water Flow Rate STATE OF WEST VIRGINIA

/81

PURCHASING CONTINUATION SHEET

indor: A & A Mechanical Service, Inc.

Buyer:	Page	Req. or P.O. No.					
CB-23	014	DEFK7004					
Spending Unit:							

em No. Quantity Description Unit Price Amount

Entering Water Temperature
(Deg.F.)
Leaving Water Temperature
(Deg.F.)
Measured Flu Gas Temperature
(Deg.F.)
Measured Flu Gas 02 and C02
Level
Calculated Boiler Operating
Efficiency (%)

vii. Heat Exchangers - Test Report

Water Flow Rate (GPM)
Control Valve Model (Cv)
Entering Steam Pressure (psig)
Entering Water Temperature
(Deg.F.)
Leaving Water Temperature
(Deg.F)
Water Pressure Drop (psig)

- C. Provide equipment performance testing in conjunction with initial inspection as described above.
- D. It is required that the Vendor record all preinspection settings and post inspection settings of all devices in the initial inspection report. Any devices that do not have an indexed method by which the position can be recorded shall have a mark placed by a shaft, damper blade, etc, so that the balanced position can be restored in the event that repairs, such as the replacement of a damper operator, is required at some future date. This shall be by permanent marker, dated by Vendor and labeled accordingly.
- E. Vendor shall provide documented test and commissioning report that shall be maintained within

WV-36 Rev. 10/81

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No.

CB-23 PEFK7004

Spending Unit:

			Unit	
Item No.	Quantity	Description	Price	Amount
Hem No.	Quartery			

the Owner's O&M manual and shall include a minimum of the following contents:

- i. Pump Manufacturer's Published Performance Data to Include Pump Curves
- ii. Pump Related Field Test Data
- iii. Fan Manufacturer's Published Performance Data to Include Fan Curves
- iv. Fan Related Field Test Data
- v. Coil Manufacturer's Published Performance Data
- vi. Coil Related Field Test Data
- vii. Chiller Manufacturer's Published Performance Data
- viii. Chiller Related Field Test Data
- ix. Boiler Manufacturer's Published Performance Data
- x. Boiler Related Field Test Data
- xi. Heat Exchanger Manufacturer's Published Performance Data
- xii. Heat Exchanger Field Test Data
- xiii. Design Versus Final Performance
- xiv. Notable Characteristics of System
- F. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include performance checklist and calibration reports of all scheduled equipment.
- G. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality

V-	
3	
9V.	
1/81	

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

∍ndor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No.
CB-23 DEFK7004
Spending Unit:

em No. Quantity Description Unit Price Amount

and accuracy to test/measure the operating performance of scheduled equipment and compare results to specify / industry standard tolerances. Test and calibration equipment shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument. Submit list of proposed test equipment.

- H. Vendor shall test and ensure the function/reliability of integral safety devices such as low water cut-off, pressure limits, low refrigerant, freeze-state (hardwired and software).
- I. Vendor shall provide on-site preventative maintenance, inspections, emergency service and all labor and parts, including oil, refrigerant, air filters and other materials to diagnose, repair or replace components of scheduled equipment to ensure proper function (minimum of 4 inspections per year, Quarterly).
- J. The Contractor shall furnish all required parts and labor excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.
- K. A documented service report shall be provided with each on-site inspection/service call shall and shall include performance checklist results for all equipment, list of adjustments, repairs or equipment replaced to include recommended further action, if required.
- L. Vendor must be available (on call) twentyfour (24) hours per day, seven (7) days per week to respond to requests for emergency

STATE OF WEST VIRGINIA

Rev. 10/81

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

		Req. or P.O. No.
CB-23	017	DEFK7004
Spendin	ia Unit:	•

····	Unit		

1				Unit	
			Description	Price	Amount
	Item No.	Quantity	Description		

service. Vendor must respond to calls for service within four (4) hours of notification. Failure to respond within four (4) hours will result in a charge to the Vendor of \$100.00 per hour for each hour over the four (4) hour limit. Emergency phone numbers shall be included within the bid.

DC SCOPE OF WORK REQUIREMENTS:

A. Vendor shall provide testing, maintenance, preventive maintenance services and repairs of the DC system equipment, to include all ancillary components. Ancillary components shall include but not be limited to; low voltage power supply(ies), transducers, wiring, valve and damper operators, sensors, relays, low temperature detection thermostats (freeze-stats), etc. Control equipment not included within the scope of work shall be limited to factory mounted controls installed on the chillers, boilers, and domestic hot water units. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

B. Vendor shall be responsible for testing and verifying the function of the complete DC system and documenting the performance in accordance with design intent and documentation in accordance with industry standard guidelines to ensure that programmed sequences of operation are complete and exactly meet the design requirements. Test procedures shall fully describe; system configuration (sequence of operation), calibration requirements of all analog input devices, evaluation procedures for all modulating output devices for smoothness of control operation (complete stroke output device/directional travel), evaluating all status inputs/electrical interlocks, evaluating all 2-position (on-off) control/interlocks and steps required for each test. The test procedures shall be

V- } ∋v.	STATE OF WEST VIRGINIA		Buyer: CB-23		
•	1 01017,0110		Spending Unit:		
em No	Quantity	Description		Unit Price	Amount

appropriately documented in order for another party to repeat the tests with virtually identical results for accuracy.

- D. Vendor shall establish seasonal software trending of operational variables, ie., temperature, pressure, relative humidity, etc., and perform documented comparative analysis via tables and/or graphs to evaluate optimum control tuning and parameters for achieving and maintaining set point (annual minimum of 1 documented evaluation for heating and cooling season).
- E. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality and accuracy to test/or measure DC system accuracy/performance and compare results to specified tolerances. Test and calibration equipment shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument.
- F. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include software/hardware performance checklist and calibration reports of all software/hardware equipment.
- G. Vendor shall test and ensure the function/reliability of integral safety devices such as freeze-stats (hardwired and software).
- H. Vendor shall provide on-site test and review of software/hardware to ensure proper function (minimum of 2 inspections per year). The Vendor shall be responsible for all needed DC system repairs and/or Equipment requiring replacement. The Vendor shall furnish all required parts and labor

STATE OF WEST VIRGINIA

Rev. 10/81 PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. CB-23 PEFK7004
Spending Unit:

	1		Unit	
		Description	Price	Amount
Item No.	Quantity	Description		

excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.

Preventive maintenance

- A. Job labor and associated travel expenses required to clean, alignment, calibration, tighten, adjustments, lubricate, and paint equipment. Activities include:
 - I. Cleaning shall consist of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles' basin' sump and float; chiller, condenser and boiler tubes. A thorough coil cleaning shall be completed during the third (3rd) quarterly preventive maintenance visit and documented by way of adhesive label mounted on the mechanical system in a location that will not interfere with its operation.
 - II. Alignment of equipment belt drives; drive couplings; air fins.
 - Calibrating safety controls; temperature and pressure controls.
 - IV. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
 - V. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point

٧V-
6
ev.
0/81

:em No.

STATE OF WEST VIRGINIA

Quantity

PURCHASING CONTINUATION SHEET

'endor: A & A Mechanical Service, Inc.

	Buyer:	Page	Req. or P.O. No.		
	CB-23	. 020	DEFK7004		
	Spendin	g Unit:			
Unit					

Amount

Price

of controls and limits; compressor cylinder UN-loaders; damper close-off; sump floats.

Description

- VI. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
- VII. Painting of the exterior cabinet or shell of units for corrosion control.
- B. Filter replacement is included using Extended Surface Pleated filters to be changed on a quarterly basis. Date of filter replacement shall be annotated on an adhesive label for each unit in a location that will not interfere with its operation.

Trouble calls. (Other than Scheduled Preventive Maintenance) Job labor and associated travel expenses including overtime and holidays, for unscheduled work resulting from an abnormal condition. This coverage will is 24 hours per day, seven days per week. Parts / materials procurement labor (locating, ordering, expediting, and transporting) required to repair, remove, and replace broken, worn, and/or doubtful components and /or parts. Costs shall reflect other than quarterly Preventive Maintenance visits.

STATE OF WEST VIRGINIA

Rev. 10/81

PURCHASING CONTINUATION SHEET

Vendor:

A & A Mechanical Service, Inc.

Req. or P.O. No. Page Buyer: 1121 CB-23 DEFK7004

Spending Unit:

Unit Price Amount Description Quantity Item No.

> Preventive Maintenance Base Bid Item 1: Contract for the Summersville **AFRC**

Unit:

Lump Sum / Base Bid for yearly Contract

Description:

Vendor shall visit location on a quarterly schedule and provide a detailed activity report to the Facilities Maintenance Manager. Report will be due within 15 (fifteen) days of completion of quarterly inspection. Activities include: Cleaning of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles', basin' sump and float; chiller, condenser and boiler tubes. Alianment drives; drive equipment belt couplings; air fins. Calibrating safety controls; temperature and pressure controls. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point of controls and limits; compressor cylinder UN-loaders; damper closeoff; sump floats. Conformance with overall desired performance design and providing support services for Buildings HVAC control system. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane

/V-3 ev.)/81

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

endor:

A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. CB-23 DEFK7004

Spending Unit:

em No. Quantity Description Price Amount

linkages. Replacement of filters with pleated filters meeting existing efficiency factor. Painting of the exterior cabinet or shell of units to control corrosion as needed. Digital controls are included as a part of this service. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

Measurement:

Annual contract with four (4) quarterly visits. Each quarterly visit will be based on completion of preventive maintenance and services agreement.

Payment:

Annual contract paid by quarterly invoice accompanied with services rendered. Fore mentioned reports and data required will be needed prior to invoicing. ALL SERVICES / PURCHASE ORDERS MUST BE INVOICED SEPARATELY.

Annual Preventive Maintenance Contract cost (\$ 6,875.00).

Bid Alternate Item 1:

Emergency Service calls / Trouble calls

Unit:

Time and Materials

Description:

Work other than scheduled preventive maintenance (bid item #1). This coverage is 24 hours per day, seven days per week. Parts, materials and labor required to repair, remove, and replace

STATE OF WEST VIRGINIA

Rev. 10/81

PURCHASING CONTINUATION SHEET

Vendor: A & A Mechanical Service, Inc.

Buyer: Page Req. or P.O. No. CB-23 1123 DEFK7004

Spending Unit:

				Unit	ĺ
	Item No.	Quantity	Description	Price	Amount
1	meni ivo.	0(00,777)		***************************************	

broken, worn, and/or doubtful components and /or parts. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. Once a job order services have been requested a quotation for repair shall be sent to Division of Engineering and Facilities, 1703 coonskin drive, Charleston, WV 25311 with in five (5) working days of service request so that a purchase order can be issued for repair / services. If repairs can not be made with in a reasonable amount of time contract may be canceled.

Measurement:

Cost to restore HVAC equipment to its original intended operating purpose.

Payment:

Labor / percentage markup for materials (Example: \$25 per hour / per person and 15% markup for parts and materials) Shall be invoiced separately Preventive maintenance contract. Fore mentioned reports, data required and / or service reports will be needed prior to invoicing. INVOICES SHALL BE ITEMIZED TO INCLUDE QUOTATIONS.

Billing:

Billing for services shall be itemized and only contain costs agreed upon in this contract. Absolutely No other charges will be requested such as: Truck charges, misc charges, lodging charges, sur-charges, tax or any other additional fees not covered in this contract. In addition to invoice, actual service dates, service

Req. or P.O. No. Buyer: Page STATE OF WEST VIRGINIA 1124 CB-23 DEFK7004 PURCHASING CONTINUATION SHEET 1/81 Spending Unit: A & A Mechanical Service, Inc. endor: Unit Price Quantity Description Amount em No.

preformed to include building location, number and name, contract or purchase order number identification shall also accompany invoicing. A State Armory Board representative (at building location) signature verifying work complete is required with invoicing. Items listed above are required for invoicing. ALL SERVICES / PURCHASE ORDERS MUST BE INVOICED SEPARATELY.

The sum of: \$_72.00 per Hour and per person — Regular work hours

The sum of: \$_108.00 per Hour and per person — After regular work hours

The sum of: \$_144.00 per Hour and per person — Holiday work hours

Percentage markup for materials: 25 %

Points of Contact: The contract person at the Division of Engineering and Facilities shall be Charlie Mitchell, Michael J. Beckner, 1707 Coonskin Drive, Charleston, WV 25311 - Phone: (304)561-6333

RFQ No. DEFK700	04
-----------------	----

AFFIDAVIT

1125

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 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.

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 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: Lewar Johnster JR Herman J. Bhodes, Jr. No Debt Affidavit (Revised 10/13/06)	Date: 01/30/2007
Authorized Signature: Wester Archodes. Jr.	Date: 02,700,
No Debt Affidavit (Revised 10/13/06)	



Request for Quotation

RFQ-NUMBER DEFK7004

العاجد.	PRIEGO COMMEGNOE TO A
сниск	BOWMAN
304-55	8-2157

TIENTION OF:

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE

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

DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS

DATE PRIN	TED	TE	RMS OF SA	LE		SHIP VIA			F.O.B.		FREIGHT TE	RMS
01/09/				-		•			**********			2010/2011 (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2010) (2
BID OPENING DATE:	T	02/01/	2007				BID	OPENING	TIME	01	:30PM	**
LINE	QUAN	ITITY	UOP	CAT		TEM NUMBE		180000000000000000000000000000000000000	NT:PRICE		AMOUN	
				NO.							AWOO	
	*****	****	****	*** A	DDEND	UM NO.	1 **	*****	*****	***		
	1		ļ							ļ		
	ADDEND	UM ISS	UED T	O CHA	NGE V	ENDOR	QUALI	FICATIO	N NOTED			
	ON PAG	E EIGH	T (8)	OF T	HE OR	IGINAL	. RFQ	ADVERTI	SEMENT.			
	PLEASE	STRIK	E THE	LANG	UAGE	REQUIR	ING T	HE SUCC	ESSEUL			
	VENDOR	"HAVE	A LO	CAL S	ERVIC	E OFFI	CE WI	THIN SI	XTY (60)		
	MILES (OF FAC	ILITY	", AT	AFRC	, SUMM	ERSVI	LLE, WV	•	_		
				}								
	IT IS I	REPLAC	ED WI	TH:	VENDO	R MUST	BE A	BLE TO	RESPOND			
	TO EME	RGENCY	SERV	ICE C	ALLS	WITHIN	TWO	AND ONE	HALF			
	HOURS (OF INI	TIAL	SERVI	CE CA	LL REQ	UEST.					1
						•		Í		1		
	BID OPE	ENING	DATE	AND T	IME R	EMAIN	02/01	/07 AT	1:30 PM	_		
						*			_ , , , .	•		
	*****	*** *	****	** NO	OTHE	R CHAN	GES *	*****	*****	***		-
į												
	•											
				İ						1		
			ļ							1		
				Į								
				ĺ								
			1									
		j	- 1									
							-					-
							İ					ĺ
		ĺ	ĺ				l					
				1								
			İ	1			1					
		}					ĺ					
				1								
Ó				SEE REV	ERSE SIDE	FOR TERMS	AND CON	DITIONS		<u> </u> 		3000000000
IGNATURE	V. 1.	B ,	T			TFIF	PHONE	· · · · · · · · · · · · · · · · · · ·	DA	NTE		2000, A. A. B. C. C. C. C. C. C. C. C. C. C. C. C. C.
ITLE T	noth	/ IFEI	<u>nerman</u>	J. Rh	odes,	Jr.	(502)	<u>968-0121</u>			/30/2007	
	sident		51-0	456396	•						O BE NOTED AB	OVE
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 Rurchasing 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.
- HIPAA Business Associate Addendum The West Viginia 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