



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  
**HOP70126**

PAGE  
**1**

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

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

**SHIP TO**  
**HEALTH AND HUMAN RESOURCES**  
**HOPEMONT HOSPITAL**  
**CENTRAL RECEIVING**  
**ROUTE 7**  
**TERRA ALTA, WV**  
**26764 304-789-2411**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/27/2006				

BID OPENING DATE: **01/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		820-08		
<p>A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR JANUARY 8, 2007 AT 1:00PM AT THE BUSINESS OFFICE OF HOPEMONT HOSPITAL IN TERRA ALTA, WV 26764.</p> <p>CONDENSATE TRANSFER PUMPS ON BOILERS &amp; STEAM LINES</p> <p>BID BOND REQUIRED</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO THE INSTALLATION OF TRANSFER PUMPS ON BOILERS AT UNITS AND MORGAN HALL BUILDINGS AND THE REPLACEMENT OF UNDERGROUND STEAM SUPPLY AND CONDENSATE RETURN LINES AND OTHER CERTAIN RENOVATIONS AS LISTED HEREIN FOR HOPEMONT HOSPITAL LOCATED AT ROUTE 3, BOX 330, TERRA ALTA, WV 26764-9564, PER THE ATTACHED DETAILED SPECIFICATIONS.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JANUARY 09, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESITONS WILL BE ANSWERED</p>						

**RECEIVED**  
 2007 JAN 25 A 10:07  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TELEPHONE (502) 968-0121	DATE 01/24/2007	
TITLE Vice President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED.            ADDRESS INQUIRIES TO:</p> <p style="text-align: center;"> <b>ROBERTA WAGNER</b>  <b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>2019 WASHINGTON STREET EAST</b>  <b>CHARLESTON, WV 25311</b>  <b>FAX: 304-558-4115</b>  <b>RWAGNER@WVADMIN.GOV</b> </p> <p>*****SEE ATTACHMENTS*****</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE NOTICE TO PROCEED WILL BE GIVEN IN THE SPRING OF 2007.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p>						

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TITLE Vice President	NAME Herman J. Rhodes, Jr.	FEIN 51-0456396	TELEPHONE (502) 968-0121	DATE 01/24/2007
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				<p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY 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</p>		

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SUPPLIER

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<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <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</p>						

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SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TITLE <b>Vice President</b>	FEIN <b>51-0456396</b>	TELEPHONE <b>(502) 968-0121</b>	DATE <b>01/24/2007</b>
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<p>DATE.            REV. 11/96            EXHIBIT 10            ADDENDUM ACKNOWLEDGEMENT            I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED            ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO            MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.            ADDENDUM 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 THE            ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>Herman J. Rhodes, Jr.</i> .....SIGNATURE            Herman J. Rhodes, Jr.            A. &amp; A. Mechanical Service, Inc. ....COMPANY            01/24/2007 .....DATE            REV. 11/96</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>CONTRACTORS LICENSE</b>						
<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: <b>. . A &amp; A Mechanical Service, Inc. . . . .</b></p> <p>CONTRACTORS LICENSE NO.: <b>. . WV036853 . . . . .</b></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</p>						

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<p>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 style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>REQ. NO.:-----HOP70126-----</p> <p>BID OPENING DATE: JANUARY 25, 2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

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**1. GENERAL INFORMATION:**

- 1.1 Vendor shall provide all labor, materials, equipment and anything incidental to the installation of condensate transfer pumps on boilers at Units and Morgan Hall buildings and the replacement of underground steam supply and condensate return lines and other certain renovations as listed herein for Hopemont Hospital located at Route 3, Box 330, Terra Alta, WV 26764-9564.
- 1.2 The intent of this work is to replace underground steam supply and condensate return lines from Units to Morgan Hall buildings. Condensate transfer units for each building shall be installed for the purpose of collecting and transferring all condensate return water from the primary building, (the building which is being heated) to the existing condensate tank at the secondary boiler (the boiler supplying the heat) via underground condensate return line.
- 1.3 All work shall be in compliance with safety standards set forth in Fire Marshal regulations, National Electric Code, Building Codes, and the American's with Disabilities Act and all other applicable building codes and industry standards. The award will be made to the overall low bid that complies with the specifications.

**2. BASE BIDS:**

- 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 in Item #13.1.
- 2.2 It is the bidder's responsibility to verify all field conditions, building and steam lines 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 pre-bid conference is scheduled for January 8, 2007, at 1:00 PM, in the Business Office of the Hopemont Hospital. Failure to attend the mandatory pre-bid conference will result in bid rejection.

**3. SCOPE OF WORK:**

- 3.1 Minor deviations from the slated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.
- 3.2 Contractor shall install six (6) inch +/- 350 feet steam pipe (black steel schedule 80 welded, insulated with 6" X 4" foam glass insulation for steam pipes and covered with 6" insulation jacket) from Units building to Morgan Hall with ten foot expansion loop in the middle of piping. New pipe shall be connected to existing pipe inside of each building with new six (6) inch valves.

## HOP70126 Condensate Transfer Pumps

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- 3.3 Contractor shall install two (2) inch +/- 350 feet return pipe (black steel schedule 80 welded, insulated with 2"X 2" foam glass insulation and covered with insulation jacket) from Units building to Morgan Hall with ten foot expansion loop in middle of piping.
- 3.4 Contractor shall install pipe on a six (6) inch bed of #57 limestone and covered with six (6) inches of the same. Identification tape shall be put on top of limestone and covered with at least twenty-four (24) inches of soil.
- 3.5 Contractor shall return all disturbed areas to their former contour, raked, seeded and mulched upon completion of excavation.
- 3.6 Hopemont Hospital will mark the "point of entry" of steam lines into each building.
- 3.7 Contractor shall supply all piping and isolation valves required to reroute the condensate in both the Units and Morgan Hall buildings.
- 3.8 All piping shall be schedule 80 rated.
- 3.9 Contractor shall install valving at the existing condensate unit as required for isolation and diverting of condensate return water.
- 3.10 Contractor shall install condensate transfer units in boiler rooms at each location.
- 3.11 Condensate transfer units shall be ITT Model WCD-30-30 BMS duplex with mechanical alternator or equal. Motors shall be 220 – volts single phase.
- 3.12 All piping shall be installed in a professional matter, in accordance with industry standards.
- 3.13 Contractor shall install all electrical equipment and connections in accordance with National Electric Code.
- 3.14 Contractor shall provide a laminated instruction sheet to be placed in each boiler room. Instructions shall be given, explaining in detail proper valving required for condensate transfer from the first building to the second.
- 3.15 All valves installed by contractor shall be tagged. All numbers must correspond with previous noted instruction sheet in Item 3.14.
- 3.16 Contractor must comply with all state, federal and city regulations.
- 3.17 At the completion of contract, the customer and contractor shall inspect the area for final approval and boilers and return condensate systems must be in proper working order.

**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 On March 21, 2007, the Contractor shall provide three sets of shop drawings to Owner specifying products and installation methods for the scope of work as defined in Section 3.

**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 electric 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 residues occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven (7) calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) days prior to the change.

**8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor warrants 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 with these requirements may be considered defective.

**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 Preston County pursuant to West Virginia Code 21-5-1, et.seq.

**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 approved 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 contractor.

**13. TERM OF WORK:**

- 13.1 All work shall be complete within a maximum of 90 calendar days from receipt of the Notice to Proceed. The notice to Proceed will be given in Spring 2007.

**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 Owner shall provide a location on the site for all equipment and tools. The Contractor is responsible to safeguard 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 this 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 Bidders shall also submit full commercial warranty information for each product as described in Section 3. The warranty information shall minimally contain the product warranty and labor warranty product.
- 18.3 The Bidders may submit references, including name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's work) for at least three (3) previous users of service. Include descriptions of projects, locations, and records that were generated during the project.

WV-35a STATE OF WEST VIRGINIA <b>PURCHASING CONTINUATION SHEET</b>	Buyer:	Page	Req. or P. O. No.: HOP70126
Vendor: A & A Mechanical Service, Inc.		Spending Unit:	

Requisition No.: HOP70126

**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 ✓

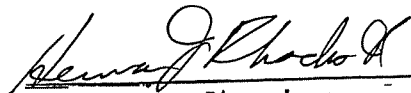
No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

No. 4 \_\_\_\_\_

No. 5 \_\_\_\_\_

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



Signature

Herman J. Rhodes, Jr.

A & A Mechanical Service, Inc.

Company

01/24/2007

Date

Exhibit 10

Rev. 11/96

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **A & A Mechaical Service, Inc.**  
(Here insert full name and address or legal title of Contractor)  
1111 Ulrich Avenue, Louisville, KY 40219  
as Principal, hereinafter called the Principal, and **United Fire & Casualty Company**  
(Here insert full name and address or legal title of Surety)  
118 Second Avenue SE, Cedar Rapids, IA 52407  
a corporation duly organized under the laws of the State of IOWA  
as Surety, hereinafter called the Surety, are held and firmly bound unto **State of West Virginia,**  
(Here insert full name and address or legal title of Owner)  
Purchasing Division, 2019 Washington St., East, P. O. Box 50130, Charleston, WV 25303-0130  
as Obligee, hereinafter called the Obligee, in the sum of five percent of the amount bid

**Dollars (\$5% of bid )**,  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)  
Condensate Transfer Pumps on Boilers and Steam Lines at Hopemont Hospital, Central Receiving, Route 7, Terra Alta, WV 26764 - Project No. HOP70126

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of January 2007

Jeri D. Jankensley  
(Witness)

A & A Mechaical Service, Inc.  
(Principal) (Seal)  
BY: Herman J. Rhodes, Jr.  
(Title) Herman J. Rhodes, Jr., V. Pres.

Sheryon Quinn  
(Witness)

United Fire & Casualty Company  
(Surety) (Seal)  
BY: Raymond M. Hundley  
(Title)  
Raymond M. Hundley, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint JAMES T. SMITH, OR JAMES H. MARTIN, OR BROOK T. SMITH, OR RAYMOND M. HUNDLEY, ALL INDIVIDUALLY of LOUISVILLE KY

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

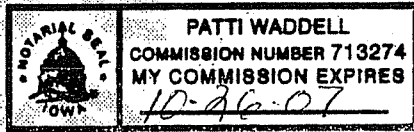
The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of September, 2005



UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 5th day of September, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

*Patti Waddell*

Notary Public  
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 25th day of January 20 07.



*Randy A. Ramlo* Secretary

# 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 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.

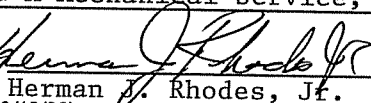
**CONFIDENTIALITY:**

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](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

  
Herman J. Rhodes, Jr.

Date: 01/24/2007