



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:  
**DEFK8100**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT  
 304-558-2544**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219-1827

**DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 20-B AVENUE, RIVERSIDE ADD.  
 RICHWOOD, WV  
 26261 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/28/2007				

BID OPENING DATE: **11/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #01</b>						
THIS ADDENDUM IS ISSUED TO CHANGE THE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS, AND TO EXTEND THE BID OPENING DATE FROM 10/31/2007 TO 11/8/2007; 1:30 PM.						
NEW BID OPENING DATE: 11/8/2007; 1:30 PM.						
0001	1	LS		936-75		
<b>BOILER REPLACEMENT OR REBUILD</b>						
***** THIS IS THE END OF RFQ DEFK8100 ***** TOTAL:						<b>\$25,283.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<b>William T. Allen</b>	TELEPHONE	<b>(502) 968-0121</b>	DATE	<b>11/7/2007</b>
TITLE	<b>President</b>	FEIN	<b>51-0456396</b>	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>	

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 may be deemed null and void, and 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.

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**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.

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Addendum #1 –Richwood Armory, WV

23 October 2007

Prepared / Submitted By: Michael J. Beckner  
Facilities Manager

RFQ Number: DEFK8100

EPDM Roof Re-placement for WVARNG C&FMO at

## Richwood National Guard Armory

Richwood, West Virginia 26261

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This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

**ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND  
ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.**

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### CLARIFICATIONS/GENERAL COMMENTS:

#### Bidding Procedures

All Contractors submitting a bid are required to procure a bid packet from the State of West Virginia - Purchasing Division that contains specific instructions for submitting a bid. Contact Mr. John Abbott at State Purchasing for more information.

#### Pre-bid Conference

- a. A list of those attending the Pre-bid Conference is included in this addendum (sign in sheet attached)

#### Comments during Pre-Bid Meeting Minutes

- a. Request that an additional week be added to the bidding time, Recommendation is the bid opening be no sooner than 5 Nov 2007.
- b. To arrange additional site visits please contact Robert Dooley
- c. During the vendors bid proposal period John Abbott will be primary point of contact for any questions. Phone: 304-558-2455
- d. The contractor shall obtain required permits for construction.
- e. A copy of the certified payroll must accompany applications for payment.
- f. The boiler room may be required to have additional ventilation to comply with codes and regulations governing boilers and spaces containing boilers. Contractors will utilize the boiler room windows for venting if needed. Louvered vents are not required to be motorized.

- g. It's the contractor responsibility to dispose of and removed debris material off site.
- h. Hours of work shall be Monday through Friday from 07:30 to 16:00. No weekend or holiday work will be permitted.
- i. Contractors conducted an on-site survey during pre-bid visit.

**CHANGES TO SPECIFICATIONS:**

**DELETE:** Page 10 (Bid Item #1) and Page 11 (Boiler Project - Bid Form)

**ADD: BOILER REPLACEMENT:** Removal and disposal of existing boiler, installation of new 19 sectional boiler, piping revisions as required, electrical revisions as required, boiler ventilation revisions as required and check / test / startup meeting with owner and / or his representative. Boiler shall be a WEIL-McLAIN (Or Equal), cast iron sectional steam boiler sized the same as the existing boiler at the Richwood Armory. Replacement Boiler shall meet and / or exceed the existing boilers specifications. The existing boiler is a WEIL-McLAIN LGB-19, 2 stage gas boiler.

**END OF ADDENDUM**

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: DEFL 8100 Date: 10/23/07

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>Michael Becken</u> <u>STATE Army Board</u>	<u>1707 Coonskin Dr</u> <u>Charleston, WV 25311</u>	T: <u>304-561-6233</u> F: <u>" " 6344</u>
2. <u>Bob Dooley</u> <u>State Army Board</u>	<u>3 Armony Way</u> <u>5'ville, WV 26651</u>	T: <u>304-872-6873</u> F: <u>      </u>
3. <u>Eric Mahaffey</u> <u>Beckley Mechanical</u>	<u>301-Orange St.</u> <u>Beckley WV 25801</u>	T: <u>304-252-1539</u> F: <u>304-253-1122</u>
4. <u>William F. Alward</u> <u>ELEC MECHANICAL</u>	<u>1510 COONSKIN DRIVE</u> <u>CHAS. WV 25311</u>	T: <u>304 346 0546</u> F: <u>304 346 0548</u>
5. <u>GREG EDELMAN</u> <u>H.E. NEUMANN</u>	<u>1410 6<sup>TH</sup> AVE</u> <u>CHAS. WV 25312</u>	T: <u>304-345-5580</u> F: <u>304-345-5543</u>
6. <u>Eric Smith</u> <u>Dougherty co.</u>	<u>600 50<sup>TH</sup> STREET</u> <u>Chas, WV</u>	T: <u>304-925-6664</u> F: <u>304-925-4280</u>
7. <u>Jeff Gillenwater</u> <u>A.A. Mech. Service</u>	<u>3260 Sleepy Hollow DR</u> <u>HURRICANE WV 25826</u>	T: <u><del>304</del> 757-1945</u> F: <u>757-6716</u>
8. <u>JEFF BROWN</u> <u>CASO TECHNICAL</u>	<u>540 Leon Sullivan Way</u> <u>Charleston, WV</u> <u>25322</u>	T: <u>(304) 346-0549</u> F: <u>(304) 346-8920</u>
9. _____	_____	T: _____
10. _____	_____	T: _____

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

RECEIVED  
 2007 OCT 25 P 2:44  
 PURCHASING DIVISION  
 STATE OF WV



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10/04/2007				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-75		
<b>BOILER REPLACEMENT OR REBUILD</b>  CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO REPLACE OR REBUILD THE BOILER AT THE RICHWOOD NATIONAL GUARD ARMORY.  MANDATORY ON-SITE PRE-BID: 10/23/2007; 1:30 PM WEST VIRGINIA NATIONAL GUARD 20-B AVENUE, RIVERSIDE ADDTN. RICHWOOD, WV 26261  EXHIBIT 5  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.  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.  WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	William T. Allen	TELEPHONE	(502) 968-0121	DATE	11/7/2007
TITLE	President	FEIN	51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED <b>10/04/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES APPLY TO THIS PROJECT)</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> <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</p>						

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TITLE <b>President</b>	FEIN <b>51-0456396</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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, 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</p>						

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<p>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> <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</p>						

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 TYPE NAME/ADDRESS HERE

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219-1827

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 20-B AVENUE, RIVERSIDE ADD.  
 RICHWOOD, WV 26261 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/04/2007				

BID OPENING DATE: 10/31/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>William T. Allen, President            A &amp; A Mechanical Service, Inc. ....COMPANY</p> <p>11/7/2007 .....DATE</p> <p>REV. 11/96</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	William T. Allen	TELEPHONE	(502) 968-0121	DATE	11/7/2007
TITLE	President	FEIN	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
DEFK8100

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219-1827

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 20-B AVENUE, RIVERSIDE ADD.  
 RICHWOOD, WV 26261 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/04/2007				

BID OPENING DATE: 10/31/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: A &amp; A Mechanical Service, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV36853</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>APPLICABLE LAW</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 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	William T. Allen	TELEPHONE	(502) 968-0121	DATE	11/7/2007
TITLE	President	FEIN	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  
**DEFK8100**

PAGE  
**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219-1827

**DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 20-B AVENUE, RIVERSIDE ADD.  
 RICHWOOD, WV 26261 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/04/2007				

BID OPENING DATE: **10/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: JOHN ABBOTT-----</b></p> <p><b>REQ. NO.: DEFK8100-----</b></p> <p><b>BID OPENING DATE: 10/31/2007-----</b></p> <p><b>BID OPENING TIME: 1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b>            (502) 968-1570</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b>            Jeff Gillenwater (304) 206-6007</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE William T. Allen TELEPHONE (502) 968-0121 DATE 11/7/2007

TITLE President FEIN 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  
**DEFK8100**

PAGE  
**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

A & A Mechanical Service, Inc.  
 1111 Ulrich Avenue  
 Louisville, KY 40219-1827

**DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 20-B AVENUE, RIVERSIDE ADD.  
 RICHWOOD, WV  
 26261 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/04/2007				

BID OPENING DATE: **10/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK8100 ***** TOTAL:						\$25,283.00

SIGNATURE SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE **President** FEIN **51-0456396** TELEPHONE **(502) 968-0121** DATE **11/7/2007**

ADDRESS CHANGES TO BE NOTED ABOVE

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

Buyer:	Page <b>10</b>	Req. or P.O. No.
Spending Unit:		

Item No.	Quantity	Description	Unit Price	Amount
		<p>Scope of work shall include removal of boiler jacket for inspection and testing, visual inspection of all sections which require removal, re-finishing of the section nipple areas and re-installation of sections with new gasket materials and nipples, section testing, replacement of boiler controls with new, new CVR burners and pilot, new ignition manifold, new pilot burner assembly and gaskets, re-installation of boiler jacket. Any and all plumbing / piping to the boiler requiring revisions shall be included into proposal / bid            An onsite test and operation startup will be coordinated with the owner prior to acceptance. Warranty shall be submitted prior to final payment.            Payment: upon 100% completion and warranty</p> <p>Bid Item #1            Rebuild existing boiler</p> <p>Cost: \$ _____</p>		



DEFK8100 - Boiler Project - BID FORM				
Item #	Description	Qty. / Hourly Rate	Unit Price	Extended Price
1	TOTAL BOILER REPLACEMENT	1	\$25,283.00	\$ 25,283.00
2	Labor Rate for Boiler Repair	100 Hours	\$	\$
3	Parts - % over cost	\$10,000	X %	\$
<b>Failure to use this form may result in disqualification</b>			<b>Total</b>	\$ 25,283.00
<b>Bidder / Vendor Information:</b>				
Name:		A & A Mechanical Service, Inc.		
Address:		1111 Ulrich Avenue		
		Louisville, KY 40219-1827		
Phone# :		(502) 968-0121		
Email Address:		hvaca@aol.com		

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

Date: 11/7/2007

Purchasing Affidavit (Revised 06/15/07)

William T. Allen, President

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

70406949

KNOW ALL MEN BY THESE PRESENTS, that we A & A Mechanical 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 Western Surety Company  
(Here insert full name and address or legal title of Surety)  
P.O. Box 5077, Sioux Falls, SD 57117-5077

a corporation duly organized under the laws of the State of SOUTH DAKOTA  
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia, Dept. of  
(Here insert full name and address or legal title of Owner)  
Administration Purchasing Div., 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130  
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)  
RFQ #DEFK8100 - Replace or Rebuild Boiler at Div. of Engineering & Facilities, National Guard Armory, 20-B  
Avenue, Riverside Add., Richwood, WV

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 8th day of November 2007.

Jeri D. Jankersley  
(Witness)

A & A Mechanical Service, Inc.  
(Principal) (Seal)

BY: William T. Allen  
(Title) President

Sheryon Quinn  
(Witness)

Western Surety Company  
(Surety) (Seal)

BY: Raymond M. Hundley  
(Title) Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James T Smith, John B Manus, James H Martin, Brook T Smith, Brook T Smith, Raymond M Hundley, Jason D Cromwell, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 31st day of October, 2006.



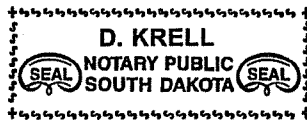
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 31st day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of November, 2007



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.