



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 215421
 Doc Description: HVAC SERVICE - Troop Locations
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-02	2016-09-29 13:30:00	CRFQ 0612 DPS1700000002	1

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:

09/23/16 08:49:20
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X *John A. Beckler* FEIN # 550243140 DATE 9/26/16
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The WV Purchasing Division for the agency, WV State Police, is soliciting bids for an open-end contract to provide HVAC corrective and emergency service maintenance for multiple buildings in various locations of the State (Troops 1 through 6), per the attached specifications.

There will be a mandatory pre-bid meeting held on 09/13/2016 at 10:00 am at the WV State Police Headquarters located at 4124 Kanawha Turnpike South Charleston, WV 25309.

Please note: Online bid responses are prohibited for this CRFQ. All bids must be submitted in paper format by the bid opening date.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Services at Troop locations throughout State of WV	0.00000	JOB		\$ 56,720

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
See attached pricing pages.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am	2016-09-13
2	Technical question deadline by 4:00 pm	2016-09-19

DPS1700000002	Document Phase Final	Document Description HVAC SERVICE - Troop Locations	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 215421

Doc Description: Addendum No. 1 - HVAC SERVICE - Troop Locations

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-19	2016-09-29 13:30:00	CRFQ 0612 DPS1700000002	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X

Jack A. Beckler

FEIN #

550243140

DATE

9/26/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 1 - Sign-in sheets from mandatory pre-bid meeting attached. The bid opening remains on 09/29/2016 at 1:30 pm. See attached pages.

Please note: Online bid responses are prohibited for this CRFQ. All bids must be submitted in paper format by the bid opening date.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Services at Troop locations throughout State of WV	0.00000	JOB		\$56,720

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :
See attached pricing pages.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am	2016-09-13
2	Technical question deadline by 4:00 pm	2016-09-19

DPS1700000002	Document Phase Draft	Document Description Addendum No. 1 - HVAC SERVICE - Troop Locations	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DPS1700000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

H.E. Neumann Company
Company

John A. Becker
Authorized Signature

9/26/16
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: H.E. Neumann Company
Contractor's License No. 4

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

CRMQ DPS 16*11 HVAC SERVICE

Troop 1: Hancock, Brooke, Ohio, Marshall, Wetzel, Tyler, Doddridge, Harrison, Taylor, Marion Monogalia, and Preston counties.

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 86	\$ 860
8.1.2	HVAC SERVICE - HELPER	10	\$ 60	\$ 600
8.1.3	HVAC SERVICE - LABORER	10	\$ 60	\$ 600
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 116	\$ 1,160
8.1.5	HVAC SERVICE - HELPER	10	\$ 80	\$ 800
8.1.6	HVAC SERVICE - LABORER	10	\$ 80	\$ 800
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 116	\$ 1,160
8.1.8	HVAC SERVICE - HELPER	5	\$ 80	\$ 800
8.1.9	HVAC SERVICE - LABORER	5	\$ 80	\$ 800
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 100	\$ 100
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP= 1.3%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP= 1.3%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
TROOP 1 OVERALL COST				\$ 14,180

Bidder/Vendor Information: H.E. Neumann Company
 Name: Jack Becker
 Address: 100 Middle Creek Road PHILADELPHIA WV 26059
 Phone No.: 304-232-3040
 Fax No.: 304-232-7858
 Email Address: jbecker@neumann.com
 Authorized Signature: Jack Becker

*Quantities are estimated annual usage for bidding purposes and bidder's information.
 Failure to use this form may result in disqualification

CRMQ DPS 16*11 HVAC SERVICE

Troop 2: Mineral, Grant, Hampshire, Hardy, Morgan, Berkeley, and Jefferson counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$	\$
8.1.2	HVAC SERVICE - HELPER	10	\$	\$
8.1.3	HVAC SERVICE - LABORER	10	\$	\$
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$	\$
8.1.5	HVAC SERVICE - HELPER	10	\$	\$
8.1.6	HVAC SERVICE - LABORER	10	\$	\$
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$	\$
8.1.8	HVAC SERVICE - HELPER	5	\$	\$
8.1.9	HVAC SERVICE - LABORER	5	\$	\$
8.1.10	HVAC SERVICE - Truck Charge	1	\$	\$
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED NORMALLY	\$2,500	PERCENTAGE MARKUP= _____%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED NOT	\$2,500	PERCENTAGE MARKUP= _____%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$
			TROOP 2 OVERALL COST	\$

Bidder/Vendor Information:

Name:

Address:

Phone No.:

Fax No.:

Email Address:

Authorized Signature

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

CRMQ DPS 16*11 HVAC SERVICE

Troop 3: Barbour, Lewis, Upshur, Gilmer, Braxton, Webster, Pocahontas, Randolph, Tucker, and Pendleton counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$	\$
8.1.2	HVAC SERVICE - HELPER	10	\$	\$
8.1.3	HVAC SERVICE - LABORER	10	\$	\$
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$	\$
8.1.5	HVAC SERVICE - HELPER	10	\$	\$
8.1.6	HVAC SERVICE - LABORER	10	\$	\$
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$	\$
8.1.8	HVAC SERVICE - HELPER	5	\$	\$
8.1.9	HVAC SERVICE - LABORER	5	\$	\$
8.1.10	HVAC SERVICE - Truck Charge	1	\$	\$
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP= _____%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP= _____%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$
TROOP 3 OVERALL COST				\$

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

CRMQ DPS 16*11 HVAC SERVICE

Troop 4: Pleasants, Wood, Wirt, Richie, Roane, Calhoun, Clay, Kanawha, Jackson, Mason and Putnam counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 86	\$ 860
8.1.2	HVAC SERVICE - HELPER	10	\$ 60	\$ 600
8.1.3	HVAC SERVICE - LABORER	10	\$ 60	\$ 600
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 116	\$ 1,160
8.1.5	HVAC SERVICE - HELPER	10	\$ 80	\$ 800
8.1.6	HVAC SERVICE - LABORER	10	\$ 80	\$ 800
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 116	\$ 580
8.1.8	HVAC SERVICE - HELPER	5	\$ 80	\$ 400
8.1.9	HVAC SERVICE - LABORER	5	\$ 80	\$ 400
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 100	\$ 100
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED NORMALLY	\$2,500	PERCENTAGE MARKUP= 1.3 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED NOT	\$2,500	PERCENTAGE MARKUP= 1.3 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
TROOP 4 OVERALL COST				\$ 14,180

Bidder/Vendor Information: H.E. Neumann Company
 Name: Jack Becker
 Address: 100 Middle Creek Road TRIADDELPHIA, WV 26059
 Phone No.: 304-232-3040
 Fax No.: 304-232-7858
 Email Address: j.becker@heneumann.com
 Authorized Signature: Jack Becker

*Quantities are estimated annual usage for bidding purposes and bidder's information.
 Failure to use this form may result in disqualification

CRMQ DPS 16*11 HVAC SERVICE

Appendix C

Troop 5: Cabell, Wayne, Lincoln, Boone, Logan and Mingo counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 86	\$ 860
8.1.2	HVAC SERVICE - HELPER	10	\$ 60	\$ 600
8.1.3	HVAC SERVICE - LABORER	10	\$ 60	\$ 600
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 116	\$ 1,160
8.1.5	HVAC SERVICE - HELPER	10	\$ 80	\$ 800
8.1.6	HVAC SERVICE - LABORER	10	\$ 80	\$ 800
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 116	\$ 1,160
8.1.8	HVAC SERVICE - HELPER	5	\$ 80	\$ 800
8.1.9	HVAC SERVICE - LABORER	5	\$ 80	\$ 800
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 100	\$ 100
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP= 1.3 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP= 1.3 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3,250
TROOP 5 OVERALL COST				\$ 14,180

Bidder/Vendor Information: H.E. Neumann Company

Name: Jack Becker

Address: 100 Middle Creek Road TELEPHIA WV 26059

Phone No.: 304-232-3040

Fax No.: 304-232-7658

Email Address: j.becker@heneumann.com

Authorized Signature: Jack Becker

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

CRMQ DPS 16*11 HVAC SERVICE

Troop 6: Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Monroe, and Greenbrier counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 86	\$ 860
8.1.2	HVAC SERVICE - HELPER	10	\$ 40	\$ 400
8.1.3	HVAC SERVICE - LABORER	10	\$ 60	\$ 600
OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 116	\$ 1,160
8.1.5	HVAC SERVICE - HELPER	10	\$ 80	\$ 800
8.1.6	HVAC SERVICE - LABORER	10	\$ 80	\$ 800
HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared a national holiday).				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 116	\$ 1,160
8.1.8	HVAC SERVICE - HELPER	5	\$ 80	\$ 800
8.1.9	HVAC SERVICE - LABORER	5	\$ 80	\$ 800
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 100	\$ 100
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED NORMALLY	\$2,500	PERCENTAGE MARKUP= 1.3%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 32.50
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED NOT	\$2,500	PERCENTAGE MARKUP= 1.3%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 32.50
TROOP 6 OVERALL COST				\$ 14,180

Bidder/Vendor information: H.E. Neumann Company

Name: Jack Beckler

Address: 100 Middle Creek Road TRIADELPHIA WV 26059

Phone No.: 304-232-3040

Fax No.: 304-232-7858

Email Address: j.beckler@hennemann.com

Authorized Signature: Jack Beckler

*Quantities are estimated annual usage for bidding purposes and bidder's information.
Failure to use this form may result in disqualification

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jack A Becker - Sales Consultant
(Name, Title)
Jack A. Becker - Sales Consultant
(Printed Name and Title)
100 Middle Creek Road TRIANGLE, WV 26059
(Address)
304-232-3040 / 304-232-7858
(Phone Number) / (Fax Number)
jbecker@heneumann.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

H.E. Neumann Company
(Company)

Jack A Becker - Sales Consultant
(Authorized Signature) (Representative Name, Title)

JACK A. BECKER - SALES CONSULTANT
(Printed Name and Title of Authorized Representative)

9/26/16
(Date)

304-232-3040 / 304-232-7858
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ DPS170000002
HVAC Service for troop locations

13 MISCELLANEOUS:

13.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jack Becker
Telephone Number: 304-232-2040
Fax Number: 304-232-7858
Email Address: jbecker@heneum.com

13.2 Telephone Service:

13.2.1 The vendor shall maintain continuous telephone service by which he can be reached 24 hours a day, seven days a week. Sundays and Holidays are included.

13.2.2 The owner shall provide the vendor with the phone numbers for the location where work is to be performed, and any other phone numbers that may allow for the necessary communications.

13.2.3 The owner's representatives are listed on Appendix B.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 3 (three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Ohio, TO-WIT:

I, Jack Becker, after being first duly sworn, depose and state as follows:

1. I am an employee of H.E. Neumann Company; and,
(Company Name)
2. I do hereby attest that H.E. Neumann Company
(Company Name)

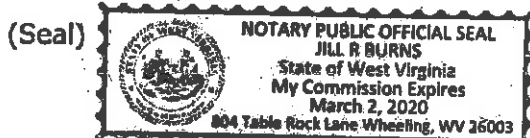
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Jack Becker
 Signature: Jack Becker
 Title: Sales Consultant
 Company Name: H.E. Neumann Company
 Date: 9/26/16

Taken, subscribed and sworn to before me this 26 day of September, 2016.

By Commission expires March 2, 2020



Jill R. Burns
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: H. E. Neumann Company

Vendor Telephone: 304-232-3040

Vendor Address: 100 Middle Creek Road
TRINIDAD, WV 26059

Vendor Fax: 304-232-7958

Vendor E-Mail: jbecker@he-neumann.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G&W Insurance Group LLC 2084 National Road Wheeling, WV 26003	CONTACT NAME: Justin Ferrell PHONE (A/C, No, Ext): (304) 243-9071 E-MAIL ADDRESS: jferrell@glessnercpa.com	FAX (A/C, No): (304) 243-9073
	INSURER(S) AFFORDING COVERAGE	
INSURED H. E. Neumann Company 100 Middle Creek Road Triadelphia WV 26059	INSURER A: The Charter Oak Fire Insurance Co INSURER B: Travelers Indemnity Co INSURER C: Travelers Indemnity Co of CT INSURER D: INSURER E: INSURER F:	
	NAIC # 23822 25658	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Property Damage Deductible \$2,500. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-8D388433-IND-16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	DT-810-8D388433-COF-16	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	DTSM-CUP8D388433IND16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DTE-UB-8D38843-3-16	01/01/2016	01/01/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employee Benefits Liability	Y	Y	DT-CO-8D388433-IND-16	01/01/2016	01/01/2017	Statutory Limits ea employee \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an Additional Insured.

CERTIFICATE HOLDER State of West Virginia Purchasing Division 2019 Washington Street East P O Box 50130 Charleston WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary W Glessner
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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000004

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

H E NEUMANN COMPANY
DEA H E NEUMANN COMPANY
PO BOX 6208
WHEELING, WV 26003

Date Issued

Expiration Date

AUGUST 07, 2016

AUGUST 07, 2017



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H.E. Neumann Company
of Triadelphia, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
HVAC Corrective and Emergency Service Maintenance for Multiple Buildings in Various Locations of the State
(Troops 1 through 6)

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 26th day of September, 2016.

Principal Seal

H.E. Neumann Company

(Name of Principal)

By Michael A. Cal

(Must be President, Vice President, or
Duly Authorized Agent)

VICE PRESIDENT

(Title)

Surety Seal



Ohio Farmers Insurance Company

(Name of Surety)

By: Nicholas A. Sparachane

Nicholas A. Sparachane

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Nicholas A. Sparachane of Wheeling and State of WV their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond
Principal: H.E. Neumann Company
Obligee: State of West Virginia

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 1st day of April, A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 1st day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: *David A. Kotnik*
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 26th day of September, A.D., 2016.



By: *Frank Carrino*
Frank Carrino, Secretary

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: H.E. Neumann Company

Authorized Signature: Jack Becker Date: 9/26/14

State of West Virginia

County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 26 day of September, 2014.

My Commission expires March 2, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

Jill B Burns

Purchasing Affidavit (Revised 08/01/2015)

