



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
VNF09C011

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

H.E. NEUMANN COMPANY
 1100 Grafton Road
 Morgantown, WV 26508

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26301 **304-627-2415**

DATE PRINTED 05/07/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/09/2009 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
HEATING MAINTENANCE AND REPAIR OPEN-END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SERVICE THE HEATING AND COOLING SYSTEM AT THE VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED DOCUMENTATION. MANDATORY ON-SITE PRE-BID: 5/26/2009; 1:30 PM VETERANS NURSING FACILITY ONE FREEDOMS WAY CLARKSBURG, WV 26301 EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

RECEIVED
 2009 JUN -9 P 10:28
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-292-5462** DATE: **6-5-09**

TITLE: **General Manager** FEIN: **55-55-0243140** ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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Request for Quotation

RFQ NUMBER
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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

H.E. NEUMANN COMPANY
 1100 Grafton Road
 Morgantown, WV 26508

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: 06/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-292-5462	6-5-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	55-0243140	

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



State of West Virginia
 Department of Administration
 Purchasing Division
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JOHN ABBOTT
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H.E. NEUMANN COMPANY
 1100 Grafton Road
 Morgantown, WV 26508

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 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: **06/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 9/98</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: H.E. NEUMANN COMPANY</p> <p>CONTRACTORS LICENSE NO.: WV000004</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;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-292-5462	6-5-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	55-0243140	

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
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Request for Quotation

RFQ NUMBER:
VNF09C011

PAGE:
4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

H.E. NEUMANN COMPANY
 1100 Grafton Road
 Morgantown, WV 26508

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: 06/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: JOHN ABBOTT-----</p> <p>RFQ. NO.: VNF09C011-----</p> <p>BID OPENING DATE: 6-9-2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-292-4259 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Mark Mitchell -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-292-5462	6-5-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	55-0243140	

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
VNF09C011

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

H.E. NEUMANN COMPANY
 1100 Grafton Road
 Morgantown, WV 26508

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: **06/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS</p>						
***** THIS IS THE END OF RFQ VNF09C011 ***** TOTAL:						<u>\$79,800.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-292-5462	DATE 6-5-09
TITLE General Manager	FEIN 55-0243140	ADDRESS CHANGES TO BE NOTED ABOVE

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

VET09C011 - HVAC Maintenance Bid Form			
Description	Usage	Unit Price	Extended Amount
Monthly Maintenance	12	\$ 6,550.00	\$ 78,600.00
*Parts for bidding purposes only	\$1,000.00	% Markup= 20	\$ 1,200.00
Failure to use this form may result in disqualification			Grand Total
			\$ 79,800.00

Bidder / Vendor Information: H. E. NEUMANN COMPANY

Contact Name: Mark Mitchell, General Manager

Address: 1100 Grafton Road
Morgantown, WV 26508

Telephone Number: 304-292-5462

Email Address: mmitchell@heneumann.com

* Vendor shall multiply \$1,000 by the % markup, then add amount to the \$1,000 to equal an Extended Amount



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
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PAGE:
1

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

*709035106 02 304-292-5462

H E NEUMANN COMPANY
 1100 GRAFTON ROAD

MORGANTOWN WV 26508

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV

26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/29/2009				

BID OPENING DATE: 06/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		910-36		
HEATING MAINTENANCE AND REPAIR						
***** THIS IS THE END OF RFQ VNF09C011 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-292-5462 DATE: 6-5-09

TITLE: General Manager FEIN: 55-0243140 ADDRESS CHANGES TO BE NOTED ABOVE

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

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
PO BOX 6208
WHEELING, WV 26003-0607

Date Issued

Expiration Date

AUGUST 07, 2008

AUGUST 07, 2009

Pamela Wegehain
Authorized Company Signature

Michael A. Carl
Chair, 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.

State Of West Virginia
Purchasing Division - Vendor Registration
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

H E NEUMANN COMPANY
DON A WAGENHEIM
PO BOX 6208
WHEELING WV 26003

Vendor Number *709035106
FEIN 550243140
Expiration Date 01/01/2009

Vendor Registration Renewal Notice

Please return this notice, along with your check or money order in the amount of \$125.00, payable to the State of West Virginia, to the address above.

Changes to vendor registration information may be made by completing a new Vendor Registration and Disclosure Statement (Form WV-1), available on our website at:

<http://www.state.wv.us/admin/purchase/vrc/pforms.htm>

*Paid
11/12/08*

In an effort to update our files on small businesses, please complete the information below, if applicable:

By providing the following information, I represent that this enterprise is a small business as defined by the Code of Federal Regulations, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operations and/or ownership are accurately reflected in the information provided. Check all that apply. This information is for data collection efforts only.

Disabled Small Business Ownership (1) Veteran Small Business Ownership (4)
 Minority Small Business Ownership (2) Woman Small Business Ownership (5)
 Small Business Ownership (3)

Vendor Signature: _____ Date: _____

Purchasing Division Use Only

Check #: _____ Date Processed: _____

Memo #: _____ Entered By: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/13/08

PRODUCER

Wells Fargo Ins. Services
of West Virginia, Inc.
P.O. Box 430
Wheeling WV 26003-0009
(304) 232-0600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A State Auto Mutual Insurance Co
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED

H E Neumann Co.
1100 Grafton Road
Morgentown, WV 26508

COVERAGES

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.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	PBP2365534	1/01/08	1/01/09	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP2160481 COMP \$1,000 DED COLL \$1,000 DED	1/01/08	1/01/09	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	PBP2365534	1/01/08	1/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WCP2104882 PA, MD, VA, KY	1/01/08	1/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EA EMPLOYEE \$ 1,000,000
A	OTHER Contractors Equipment	PBP2365534	1/01/08	1/01/09	\$1,000 Ded
A	Installation Floater	PBP2365534	1/01/08	1/01/09	\$1,000 Ded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance
00000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



C. Richard Stump

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/13/08

PRODUCER
Wells Fargo Ins. Services
of West Virginia, Inc.
P.O. Box 430
Wheeling WV 26003-0009
(304) 232-0600

INSURED
H E Neumann Co.
1100 Grafton Road
Morgantown, WV 26508

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Milbank Ins. Co.
COMPANY B
COMPANY C
COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$																
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WCP2132723	8/17/08	8/17/09	<table border="1"> <tr> <td>X</td> <td>WC STATU- LITY LIMITS</td> <td>OTH- ER</td> <td></td> </tr> <tr> <td></td> <td>EL EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE-POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE-EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	WC STATU- LITY LIMITS	OTH- ER			EL EACH ACCIDENT		\$ 1,000,000		EL DISEASE-POLICY LIMIT		\$ 1,000,000		EL DISEASE-EA EMPLOYEE		\$ 1,000,000
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	EL DISEASE-EA EMPLOYEE		\$ 1,000,000																		
	OTHER																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Evidence of Insurance

CERTIFICATE HOLDER
Evidence of Insurance
00000

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
C. Richard Stump
C. Richard Stump

Our Commitment to Customers:

- *We will always listen and understand needs and concerns;*
- *We will always openly communicate;*
- *We will always build long-term partnerships based on mutual trust and respect;*
- *We will always deliver what we promise when we promised;*
- *We will always engage fair, competitive pricing policies in all agreement coverages;*
- *We will always provide accurate invoicing;*
- *We will always remember that the customer is our lifeblood.*

Our Commitment to Quality of Service:

- *We will always practice excellence in all performed construction, service and maintenance work;*
- *We will always operate in conformance with the LINC System's performance and business ethics;*
- *We will always retain comprehensive service records and inform customers of work performed;*
- *We will always respond to service requests in the fastest possible manner;*
- *We will always stand behind our work.*

Our Commitment to Our Local Community:

- *We will always pledge our ongoing efforts in making our community a better place to gather, live and work.*

Our Commitment to Our Environment:

- *We will always respect our environment and dedicate efforts that preserve our natural resources;*
- *We will always engage prudent energy usage and conservation practices.*

Our Commitment to Our Employees:

- *We will always motivate employees through ongoing training, skills improvement and career opportunities;*
- *We will always engage sound, fair and dynamic management practices;*
- *We will always employ high-promise professionals committed to the LINC Service Code of Ethics.*

Customer Assurance Review and Evaluation

The Customer Assurance Review and Evaluation (C.A.R.E.) program ensures the services being provided are at or above the level of services purchased. Your LINC Service Contractor strives to exceed your expectations by providing quality services and ongoing communication.

Our Service

- Adherence to a strict code of ethics
- Agreement start-up procedures
- Ongoing evaluation and assessments
- Action plans

What It Does For You

- Ensures customer satisfaction
- Improves communication
- Provides peace of mind

1 Our computer prints tasks scheduled for that month every month

2 by equipment type and location

3 and based on your equipment's age, make, model, hours of operation, and our experience.

4 The print-out tells us what technical expertise is required, so we assign the right service rep.

5 We also know ahead of time what instrumentation is needed, so our service rep arrives with the right tools and supplies.

6 An indoor air review directs the service representative's focus to potential IAQ issues.

7 Our service rep checks off each task after it's been completed.

8 And he notes potential trouble spots and equipment readings.

9 You sign here after everything's been done, so you know what was done, when and by whom.

Form Content:

RPT NO 0-024 LINC SERVICE (P) PROFESSIONAL PREVENTIVE MAINTENANCE UNIT: 002
 07/29/96 MAY, 1996 PITTSBURGH SERVICE

AGREEMENT: 60585 BUILDING HORS OF AMERICA 1284 MAIN STREET
 BLDG: ABC BUILDING
 ***** EQUIPMENT *****
 EQ-TYPE: PACKAGE HVAC UNIT
 EQ-BECC: ROOF TOP UNIT #1
 EQ-ID: 001-001

CHECK WHEN COMPL. SCHEDULE NO 022609
 0008.0
 EQ-CODE : 001
 SITE NUMBER : 001
 COVERAGE CODE: 00

NOTES

TASKS COVERED UNDER AGREEMENT

- 01. CONDENSER FANG
- 02. INSPECT DRIVE PULLEYS AND BELTS
- 03. INSPECT FAN BLADE
- 03. VERIFY OPERATION OF ALL FANGS
- 04. FILTER SECTION
- 04. REPLACE FILTERS
- 006 ea type 001 16.0x25.0x02.0 to: F
- 05. CONTROL PANEL
- 05. INSPECT AND TIGHTEN ALL ELECTRICAL CONNECTIONS
- 06. INSPECT ALL CONTACTORS
- 07. OPERATIONAL INSPECTION
- 07. CHECK CRANK CASE HEATER OPERATION
- 08. CHECK OIL LEVEL
- 09. SEQUENCE CYLINDER UNLOADERS
- 09. CHECK REFRIGERANT SITE GLASS
- 10. CHECK AND RECORD OIL PUMP DISCHARGE PRESSURE
- 11. CHECK AND RECORD SUPERHEAT CHECK AND RECORD SUCTION PRESSURE
- 12. CHECK AND RECORD DISCHARGE PRESSURE
- 13. CHECK ECONOMIZER OPERATION
- 14.
- 15.
- 16. GENERAL MAINTENANCE
- 16. INSPECT EXTERNAL CONDITION
- 17. SCRAPE CLEAN AND PAINT RUST SPOTS AS REQUIRED
- 18. IAQ REVIEW
- 18. OUTDOOR AIR INTAKE, MIXING PLENUM, DAMPERS
- 19. OUTDOOR AIR INTAKE LOCATION
- 20. DAMPER CONTROL SEQUENCE
- 21. CONDITION OF DAMPERS AND CONTROLS
- 21. DUCTS AND COILS CLEAN AND UNOBSTRUCTED?
- 22. ANY UNINTENTIONAL OPENINGS IN PLENUM
- 23. DRAIN PANS CLEAN? ANY VISIBLE GROWTH OR ODDR?

DATE COMPLETED: _____
 (c) The Linc Corporation 1980

CUSTOMER SIGNATURE: _____
 PAGE 01 OF 01

For the right maintenance at the right time by the right experts...LINC Service.
 We simplify the most complex part of your building.

Dear Mr. John Abbott:

Speranzo and Reed LLC, a Service Disabled Veteran Owned Business, is teaming with H.E. Neumann to provide the VA Nursing Facility the attached proposal for review and consideration. We would like to thank you for the opportunity to present our HVAC proposal for your facility. Our organization is committed to meeting your requirements by providing the highest quality of service available in our community.

Speranzo and Reed, LLC. Is currently registered in the Central Contractor Registration (CCR) system and has completed annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) web site.

Speranzo and Reed, LLC. Is a Small Business Association (SBA) certified Small Business and a certified Partially Woman Owned Business.

Speranzo and Reed, LLC. Is a certified Service Disabled Veteran Owned Business as granted to the Managing Partner, Milo Speranzo, by the Department of Veterans Affairs.



Mr. John Abbott,

We appreciate the opportunity to submit our bid proposal for the HVAC Services at the Veterans Nursing Facility in Clarksburg, West Virginia. Our proposal can be referenced to RFQ Number VNF09C011 dated May 05, 2009.

We understood the intent of the State of West Virginia is not to limit the contract to Johnson Controls.

Originally we were prepared to bid the HVAC packet based on the premise that the Metasys Systems were within our reach from a skill level/customer service level, however, after review of the specifications we are able to provide a limited level of service to this proprietary software. If a copy of the programming and other associated software properties were made available, the systems could be supported.

For example, the specification requests Contractor must demonstrate his ability to answer questions concerning programming the DX-9100 controller...this is a custom program.

If permitted to continue with the bid process, we would ask for the consideration of the following changes to offer the State of West Virginias Nursing Facility.

We will be submitting a bid for all equipment/systems, however, limited in regards to the service for the following:

DX-9100 Controller quantity of 2
Metasys OWS Standard quantity of 1
Network Automation Engine quantity of 2
UNIT Controller quantity of 4
VMA Controller quantity of 159



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, Mark Mitchell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of H.E. NEUMANN COMPANY; and,
2. I do hereby attest that H.E. NEUMANN COMPANY

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

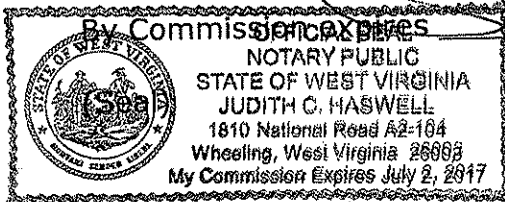
H.E. NEUMANN COMPANY
(Company Name)

By: Mark Mitchell

Title: General Manager

Date: 6-5-09

Taken, subscribed and sworn to before me this 5th day of June 2009



Signature of Judith C. Haswell
(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

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: H. E. NEUMANN COMPANY
Authorized Signature:  Date: 6-5-09