



Roberta Wagner  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street,  
East Charleston, WV 25311

July 24, 2009

Re: RFQ #WSH10003

Dear Roberta:

We appreciate the opportunity to submit our bid proposal for the HVAC Services at the William R. Sharpe Jr. Hospital.

We have taken great steps to ensure that the level of HVAC service we are proposing meets your written expectations as stated in the Specifications... "Complete HVAC System and Control Equipment".

With that being said, we feel compelled to inform you of the level of service that this Agreement offers. A comprehensive Preventive Maintenance program that fosters good/sound maintenance practices, essential to minimizing operation costs, extending equipment life and providing Peace of Mind.

The Agreement we are proposing has only four exclusions: electrical power from main power to the unit disconnect, equipment structural supports, oil storage tanks, and cleaning interior of system(s) ductwork.

The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer approval. Should Customer not authorize repairs, Contractor may either remove the unacceptable system(s) or part(s) from its scope of responsibility or adjust the annual Agreement price proportionately.

We only wish to point this out for a couple of reasons:

- We are providing an on-going maintenance program, not a fix-up program
- We want to control your budget, so that both parties are pleased with the relationship and the level of service
- We want to make your organization aware of the agreement coverage that H.E. Neumann is proposing, an all inclusive coverage to reduce operational costs and extend the equipment and it's components life

In closing we would like to say, Thank You for the opportunity to provide HVAC services for your facility.

Again, we thank you for the opportunity!

Best Regards,



Mark T. Mitchell  
General Manager  
H.E. Neumann Company  
304.292.5462  
304.292.4259 Fax  
304.639.1992 Cell  
[mmitchell@heneumann.com](mailto:mmitchell@heneumann.com)

RFQ No. WSH10003STATE 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: 07/24/2009

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.  **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.  **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: H.F. Neumann Company

Signed: 

Date: 07/24/2009

Title: General Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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  
 WSH10003

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 H.E. Neumann Co.  
 1100 Grafton Road  
 Morgantown, WV 26508

SHIP TO  
 HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 CENTRAL RECEIVING  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV  
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/15/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WSH10003						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S: NO. 1 <input checked="" type="checkbox"/> ..... NO. 2 <input type="checkbox"/> ..... NO. 3 <input type="checkbox"/> ..... NO. 4 <input type="checkbox"/> ..... NO. 5 <input type="checkbox"/> .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH						

2009 JUL 28 A 9:22  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304.292.5462 DATE: 07/24/2009

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'

**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, the State may deem this contract null and void, and terminate such contract 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 Alcohol 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."

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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 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  
 Post Office Box 50130  
 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
 WSH10003

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 H.E. Neumann Co.  
 1100 Grafton Road  
 Morgantown, WV 26508

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 CENTRAL RECEIVING  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV  
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/15/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: center;"><i>Mark</i>            SIGNATURE</p> <p style="text-align: center;">H.E. Neumann Co.            COMPANY</p> <p style="text-align: center;">07/24/2009            DATE</p> <p>REV. 11/96</p> <p style="text-align: right;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Mark</i>	TELEPHONE 304.292.5462	DATE 07/24/2009
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'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/15/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		031-06	\$20,900.00	\$250,800.00
PERIODIC/PREVENTATIVE/PREDICTIVE MAINTENANCE						
***** THIS IS THE END OF RFQ WSH10003 ***** TOTAL:						\$250,800.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304.292.5462 DATE 07/24/2009  
 TITLE General Manager FEIN 55-0243140 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/24/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN	031-06		\$20,900.00	\$250,800.00
<p>*****            MANDATORY PRE-BID MEETING ON 7/9/9 AT 1:00 PM IN THE            BUSINESS OFFICE AT: WILLIAM R. SHARPE, JR. HOSPITAL            936 SHARPE HOSPITAL ROAD, WESTON, WV 26452            NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.            *****</p>						
<p>PERIODIC/PREVENTATIVE/PREDICTIVE MAINTENANCE</p>						
<p>EXHIBIT 1</p>						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON            AWARD..... 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.</p>						
<p>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.</p>						
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304.292.5462 DATE: 07/24/2009

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

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

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State of West Virginia  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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RFQ COPY

TYPE NAME/ADDRESS HERE  
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RFQ COPY

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 CENTRAL RECEIVING  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV  
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06/24/2009				

BID OPENING DATE: 07/28/2009 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>CONTRACTOR IS TO TRAIN AND CERTIFY THE INSTITUTIONS OPERATORS TO PERFORM NORMAL OPERATOR MAINTENANCE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS TO INCLUDE PRE-OPERATION, DURING OPERATION, POST-OPERATION AND PERIODIC/PREVENTATIVE/PREDICTIVE MAINTENANCE ON CONTROL SYSTEMS FOR HEATING, VENTILATION AND AIR CONDITIONING SYSTEM, OPERATOR MAINTENANCE TRAINING AND RESULTS. PERFORM PERIODIC/PREVENTATIVE/PREDICTIVE BEYOND THE CAPABILITY OF THE OPERATORS ON CONTROL SYSTEM FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT WILLIAM R. SHARPE, JR. HOSPITAL LOCATED IN WESTON, WEST VIRGINIA 26452.</p> <p>(SEE ATTACHED SPECIFICATIONS)</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/10/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY, IF POSSIBLE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304.292.5462	07/24/2009
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'



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  
 WSH10003

PAGE  
 3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 CENTRAL RECEIVING  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/24/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:            ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304.292.5462 DATE 07/24/2009

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

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06/24/2009				

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<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. 9/98</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304.292.5462 DATE 07/24/2009

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'



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 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER  
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06/24/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: -----RW/FILE 22----- RFQ. NO.: -----WSH10003----- BID OPENING DATE: -----7/28/2009----- BID OPENING TIME: -----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304.292.4259-----  CONTACT PERSON (PLEASE PRINT CLEARLY): -----Mark I. Mitchell-----          ***** THIS IS THE END OF RFQ WSH10003 ***** TOTAL: \$250,800.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark I. Mitchell</i>	TELEPHONE 304.292.5462	DATE 07/24/2009
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

*[Signature]*  
 Authorized Company Signature

*[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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

1/03/06

**PRODUCER**

Acordia of WV-Wheeling  
 1140 Chapline Street  
 PO Box 430  
 Wheeling WV 26003-0058  
 (304) 232-0800

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 Insurance Co.

COMPANY

**B**

COMPANY

**C**

COMPANY

**D**

**INSURED**

H E Neumann Co. & Henco  
 P. O. Box 6208  
 Wheeling, WV 26003

**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, NOT WITHSTANDING 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
A	<b>GENERAL LIABILITY</b> <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	PBP2388534	1/01/06	1/01/07	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OF AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <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	1/01/06	1/01/07	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	PBP2388534	1/01/06	1/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	WCP2104862	1/01/06	1/01/07	<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	<b>OTHER</b> Contractors Equipment Po Installation Floater	PBP2388534	1/01/06	1/01/07	\$1000 Ded \$1000 ded.

DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

PROOF 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

*Paul R. [Signature]*



# 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** Milbank Ins. Co.
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

H E Neumann Co.  
1100 Grafton Road  
Morgantown, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <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 \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WCP2132723	8/17/08	8/17/09	X IWC STATU. LITIG. LIMITS: OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EA EMPLOYEE \$ 1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Evidence of Insurance

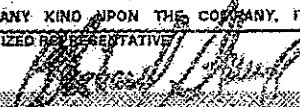
**CERTIFICATE HOLDER**

Evidence of Insurance  
00000

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE



C. Richard Stump

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: \_\_\_\_\_