



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Solicitation

NUMBER
GSD146417

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-2596

\*709035106      304-232-3040

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R

H E NEUMANN COMPANY  
 100 MIDDLE CREEK RD  
 TRIADELPHIA WV 26059

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DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/04/2014

BID OPENING DATE: 03/18/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
C001	1	LS		936-75		
LOW PRESSURE BOILER INSPECTION AND MAINTENANCE.  REQUEST FOR QUOTATION (RFQ)  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S, GENERAL SERVICES DIVISION IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR: ANNUAL INSPECTION, CLEANING AND MAINTENANCE FOR LOW PRESSURE BOILERS LOCATED IN VARIOUS AGENCY OWNED BUILDINGS AROUND THE STATE. PER THE SPECIFICATIONS, TERMS & CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ GSD146417 ***** TOTAL:						<u>\$ 17,990.00</u>

03/18/14 10:41:49AM  
 West Virginia Purchasing Division

SIGNATURE <i>Jane Beck</i>	TELEPHONE 304-232-3040	DATE 3/17/14
TITLE SALES Consultant	FEIN 55-0243140	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

NUMBER
GSD146417

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/25/2014

BID OPENING DATE: 03/18/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED FOR THE ABOVE SOLICITATION TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
0001	1	LS	936-75	LOW PRESSURE BOILER INSPECTION AND MAINTENANCE.		
***** THIS IS THE END OF RFQ GSD146417 ***** TOTAL:						<u>\$17,990.00</u>

SIGNATURE	<i>Paul Beck</i>	TELEPHONE	304-232-3040	DATE	3/17/14
TITLE	SALES CONSULTANT	FEIN	55-0243140	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: GSD146417  
Addendum Number: No.01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Addendum issued to publish and distribute information as attached (Pre-bid Sign - in Sheet).
2. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

PRE-BID CONFERENCE  
SIGN IN SHEET

GSD146417

Request for Quotation Number: \_\_\_\_\_

Date: \_\_\_\_\_

2/24/2014

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	ELCO MECHANICAL CONTRACTORS
Firm Address:	1510 COONSKIN DR CHAR. WV 25311
Representative Attending:	RON KING
Phone Number:	304-346-0546
Fax Number:	304-346-0548
Email Address:	RONKING@SUDDENLINKMAIL.COM

Firm Name:	Casto Technical
Firm Address:	540 Leon Sullivan Way Charleston, WV 25301
Representative Attending:	TRAY RAY
Phone Number:	304-346-0549
Fax Number:	304-720-0963
Email Address:	tray@castotech.com

Firm Name:	H.E. NEUMANN
Firm Address:	1410 GTHAVE CHARLESTON, WV 25312
Representative Attending:	PATRICK S O'NEILL
Phone Number:	304-650-6772
Fax Number:	304-345-5543
Email Address:	POneill@heneumann.com

Firm Name:	Nitro Mechanical
Firm Address:	4300 First Ave 2nd Floor Nitro, WV 25143
Representative Attending:	Randy Barnett
Phone Number:	304 989 2322
Fax Number:	304 204 1350
Email Address:	Rbarnett@nitromechanical.com

Firm Name:	JOHNSON (CONTR)S
Firm Address:	4132 FIRST AVE NITRO WV 25143
Representative Attending:	JASON SHELTON
Phone Number:	304-741-5000
Fax Number:	304 758-0765
Email Address:	Jason.W.Shelton@Jci.com

Firm Name:	Cimco INC
Firm Address:	2336 VIRGINIA AVE HURRICANE WV 25526
Representative Attending:	DENNIE CRADDOCK
Phone Number:	304-562-7705
Fax Number:	304-397-4178
Email Address:	DCradcock@CimcoWV.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD146417**

**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 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 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.

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Company

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Authorized Signature

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Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012

**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. WV000004

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

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.

**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 may 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.

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;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:



## REQUEST FOR QUOTATION

GSD146417

**Annual Inspections, Cleanings and Maintenance for Low Pressure Boilers Located in  
Various Department of Administration Owned Buildings**

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9.3. Vendor employees shall carry valid photo ID badges to be worn when working in the building.

**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Cancellation of the Contract.
- 10.2.2. Cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **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:** 304-232-3040

**Fax Number:** 304-232-7858

**Email Address:** jbecker@heneumann.com

REQUEST FOR QUOTATION  
GSD146417

**Annual Inspections, Cleanings and Maintenance for Low Pressure Boilers Located in  
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**11.2. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Municipal laws, along with all regulations, and ordinances of any regulating body.

**11.3. Project Closeout:**

**11.3.1.** Final cleanup shall be completed prior to final inspection.

**11.3.2.** Vendor shall submit warranty documents to Agency Project Manager at final inspection.

**11.3.3** Perform final inspection with the Agency Project Manager.

**11.4. Final Inspection:** The Final Inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Vendor to conform to the Contract Documents.

**11.5. Use of Facilities:** Work areas will be limited to those spaces required for access to the building.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Storage needs can be coordinated with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Vendor shall work with the Agency Project Manager and Protective Services to coordinate the temporary access to work areas. Vendor shall minimize disruption to building work areas and loading dock access.

Vendor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits.

**11.6 Work Restrictions:** Work shall be generally performed inside the existing building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager.

Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**11.7 Parking:** No parking is available on the project site. Parking in non-designated

References

Reference Name: TED WILLIAMS  
Position: Bethany College FACILITIES  
Address: 1 Main St. Bethany, WV 26032  
Telephone Number: 304-829-7000  
Project Name: Bethany College  
Project Description: Service & CONSTRUCTION

Reference Name: KEVIN SPARKS  
Position: MAINTENANCE SUPERVISOR  
Address: P.O. Box K Moundsville, WV 26041  
Telephone Number: 304-843-6106  
Project Name: AEP  
Project Description: MAINTENANCE SERVICE FOR KAMMER MITCHELL PLANT

Reference Name: JACK REGIS  
Position: FACILITIES MANAGER  
Address: 100 W. MAIN ST. ST. CLAIRSVILLE, OH 43950  
Telephone Number: 740 699-2632  
Project Name: BELMONT COUNTY COMMISSION  
Project Description: HVAC Full Service Program

**Pricing Page**  
**RFQ GSD146417 Attachment A:**

**Name of Bidder:**

We, the bidder, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**This project is a single project and will be awarded in whole. For accounting purposes only, please provide your cost per building.**

<b>LOCATION</b>	<b>BID</b>
Building 6, 1900 Kanawha Blvd E, Charleston, WV	\$ 5,392
Building 16 2100 Washington Street East(Daycare),Charleston	\$ 649
Building 17 2101 Washington Street , Charleston	\$ 649
Building 22, 1001 Lee St, Charleston	\$ 1,298
Building 23, 407 Neville Street, Beckley	\$ 1,298
Building 25, 57th and Avery, Parkersburg	\$ 2,596
Building 36, 321 Capitol St, Charleston	\$ 649
Building 37, 610 57th St, Charleston	\$ 1,298
Building 84, 1409 Greenbrier St., Charleston, WV	\$ 649
Building 86 102 Smith Street (Old Greenbrooke), Charleston	\$ 3,512
<b>BASE BID AMOUNT for Low Pressure Boiler Inspection, Cleaning and Repair and other specified work:</b>	<b>\$ 17,990</b>



**Wells Fargo  
Insurance Services  
Construction**



**Bid Result Form**

**Contractor:** H.E. Neumann Company

**Owner:** State of WV

**Project Name:** Low Pressure Boiler Inspection and Maintenance

**Approved Estimate:** \$18,000.00

This bid bond is approved with the surety company for the above approved bid estimate. If your bid goes **10%** above this estimate you are required to contact us **PRIOR** to bidding. Failure to do so could void the obligation of the bonding company.

	<b><u>Name</u></b>	<b><u>Amount</u></b>
<b>Low Bidder:</b>	<hr/>	<hr/>
<b>2nd Bidder:</b>	<hr/>	<hr/>
<b>3rd Bidder:</b>	<hr/>	<hr/>

Please mail to: **Wells Fargo Insurance Services of West Virginia, Inc.**  
 #2 22<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
 Wheeling, WV 26003-3826

Or fax to: 304.233.5536

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H.E. Neumann Company  
of Triadelphia, West Virginia, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total 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  
Low Pressure Boiler Inspection and Maintenance

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 Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of March, 2014.

Principal Corporate Seal

H.E. Neumann Company  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

Nicholas A. Sparachane  
Attorney-in-Fact  
Nicholas A. Sparachane

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

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 its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint NICHOLAS A. SPARACHANE, SUSAN K. BOORD, BRIANNA L. HARVETH, NICOLE SPARACHANE WHORTON, JOINTLY OR SEVERALLY

of WHEELING and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

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 canceling 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 10th day of JULY A.D., 2013.

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 10th day of JULY A.D., 2013, 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 Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of 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 Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of March A.D., 2014



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2013

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).

<b>PRODUCER</b>  G & W INSURANCE GROUP, LLC 2084 NATIONAL ROAD WHEELING WV 26003	<b>CONTACT NAME:</b> JUSTIN FERRELL <b>PHONE (A/C, No, Ext):</b> 304-243-9071 <b>E-MAIL ADDRESS:</b> JFERRELL@GLESSNERCPA.COM	<b>FAX (A/C, No):</b> 304-243-9073
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  H.E. NEUMANN COMPANY, INC. 100 MIDDLE CREEK ROAD TRIADELPHIA WV 26059	<b>INSURER A:</b> TRAVELERS	NAIC #
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

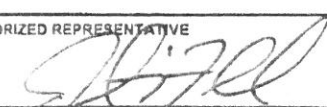
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSR L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		DT-CO-8D388433-IND-14	01/01/2014	01/01/2015	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	
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-8D388433-TIL-14	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$		DTSM-CUP-8D388433-IND-14	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	DTJ-UB-8D388433-14	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>EMPLOYERS LIABILITY</b>		DT-CO-8D388433-IND-14	01/01/2014	01/01/2015	Statutory Limits \$1,000,000-Each Employee \$ 2,000,000- Aggregate	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

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

Evidence of Insurance

<b>CERTIFICATE HOLDER</b> H.E. Neumann Company PO Box 6208 Wheeling, WV 26003	<b>CANCELLATION</b> 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 
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RFQ No. GSO146417

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 exceed 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: JACK BECKER

Authorized Signature: Jack Becker Date: 3/17/14

State of West Virginia

County of Ohio, to-wit:

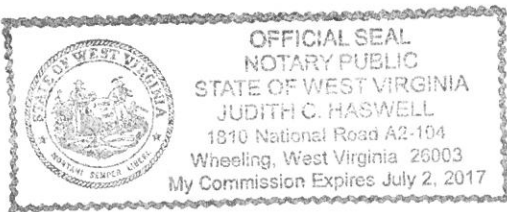
Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of March, 2014.

My Commission expires July 2, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Judith C. Haswell

*Purchasing Affidavit (Revised 07/01/2012)*





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,
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: JACK BECKER

Title: SALES CONSULTANT

Date: 3/17/14

Taken, subscribed and sworn to before me this 17th day of March 2014

By Commission expires July 2 2017



NOTARY PUBLIC
STATE OF WEST VIRGINIA
JUDITH C. HASWELL
1810 National Road A2-10M
Wheeling, West Virginia 26003
My Commission Expires July 2, 2017

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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

H.E. NEUMANN COMPANY  
(Company)

Jack Becker  
(Authorized Signature)

JACK BECKER - SALES CONSULTANT  
(Representative Name, Title)

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

3/17/14  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD146417**

**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.

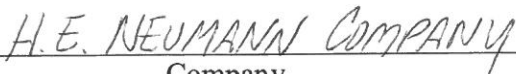
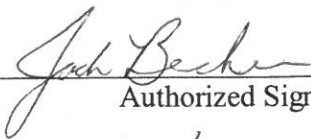
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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 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.

  
 \_\_\_\_\_  
 Company  
  
  
 \_\_\_\_\_  
 Authorized Signature  
  
 3/17/14  
 \_\_\_\_\_  
 Date

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