



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header



General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 34239

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID: 000000199901 

SO Doc ID: HHR1500000006

Legal Name: H E NEUMANN CO

Published Date: 12/12/14

Alias/DBA:

Close Date: 12/23/14

Total Bid: \$119,800.00

Close Time: 13:30

Response Date: 12/23/2014 

Status: Closed

Response Time: 12:25

Solicitation Description: Addendum 1: OPEN END
CONTRACT:HVAC

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 34239

Solicitation Description : Addendum 1: OPEN END CONTRACT:HVAC MAINTENANCE

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2014-12-23 13:30:00	SR 0511 ESR12231400000001430	1

VENDOR

000000199901
 H E NEUMANN CO

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Corrective Maintenance - Flat Hourly Rate	200.00000	HOUR	\$70.00	

Comm Code	Manufacturer	Specification	Model #
72151003			

Extended Description : Corrective Maintenance - Flat Hourly Rate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Corrective Maintenance Parts Markup	1.00000	EA		\$0.00

Comm Code	Manufacturer	Specification	Model #
40101800			

Extended Description : Vendor will charge actual cost of parts used in performance of corrective maintenance, plus bid markup. Per attached Pricing Pages (Exhibit B, Page 6), Vendor should enter PARTS TOTAL (\$10,000.00 in estimated parts times multiplier based on percentage markup) as Total Price/Contract Amount

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Preventive Maintenance Monthly Cost	12.00000	MO	\$7,900.00	

Comm Code	Manufacturer	Specification	Model #
72151003			

Extended Description : Preventive Maintenance: MONTHLY MAINTENANCE TOTAL (see Exhibit B, Pricing Pages, Page 6). Unit Price is Monthly Cost for all equipment bid on Exhibit B.

Exhibit B: Preventative Maintenance Bid Detail Form (Page 6 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O & M Manual Reference	Monthly Cost
167 11th Avenue, South Charleston, WV (Bio-Safety Level III Building)									
1	Makeup Air	1	Aaon	16 Ton		49207	200312-AKCH011201		\$100.00
2	Makeup Air	1	Aaon	8 Ton		49206	200312-AKCHO7823		\$50.00
3	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	235SD42118000007011110		\$20.00
4	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	235SD421180000033011110		\$20.00
5	Control System	1	Trane			Tracer Summit			\$100.00
6	Filter Service								\$30.00
							Page 6 Total		\$320.00
							Cost Breakdown by Location		
							350 Capitol Street	(Page 1 Total)	\$5,290.00
							500 Capitol Street	(Page 2 Total)	\$60.00
							619 Virginia Street	(Page 3 Total)	\$890.00
							167 11th Avenue (Lab)	(Page 4 Total)	\$1,060.00
							Refridgeration	(Page 5 Total)	\$280.00
							167 11th Avenue (Bio)	(Page 6 Total)	\$320.00
A	MONTHLY MAINTENANCE TOTAL (The Sum of Page 1 through Page 6 Totals, entered as Unit Price for Commodity Line 3 if responding in WVOasis) =								\$7,900.00
	MONTHLY MAINTENANCE TOTAL x 12 MONTHS = ANNUAL TOTAL (A)								\$94,800.00
B	CORRECTIVE MAINTENANCE						CORRECTIVE MAINTENANCE TOTAL (B)		
	Flat Hourly Rate Bid of	\$	<u>70.00</u>	per hour	(Hourly Rate should be entered as Unit Price for Commodity Line 1if responding in WVOasis)	x 200	=	\$14,000.00	
						(estimated hours)			
C	PARTS (Plus Percentage Markup)								
	Bid a percentage markup which will be applied to parts, per the specifications:				<u>10.00</u>	%			
	Convert bid markup percentage to a decimal (eg, 10% markup becomes .10 as a decimal), and add to 1.00 to calculate multiplier.								
	For example, a 10% markup would become a multiplier of 1.1				<u>1.10</u>	(Multiplier)			
	Estimated \$10,000.00 in parts	=	\$10,000.00	x	<u>1.10</u>	(Multiplier)	=	\$11,000.00	
	PARTS TOTAL (C) (Entered as the Contract Amount of Line 2 if responding in WVOasis)								

	GRAND TOTAL:	(A + B + C)	\$119,800.00
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UNDERSTAND. SERVICE. INNOVATE.

USI Insurance Services

2 22nd Street

2nd Floor

Wheeling, WV 26003

Phone: 304.232.0600

Toll Free: 800.648.2216

Fax: 866.617.3260

Nick.Sparachane@usi.biz

Susan.Boord@usi.biz

Bri.Harveth@usi.biz

Bid Result Form

Contractor: H.E. Neumann Company

Owner: State of WV

Project Name: HVAC Full Service & Maintenance - Div of Health & Human Resources

Approved Estimate: \$400,000.00

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.

Name

Amount

Low Bidder: _____

2nd Bidder: _____

3rd Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H.E. Neumann Company
of Wheeling, 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 (\$ 5%) for the payment of which,
Total Amount Bid well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

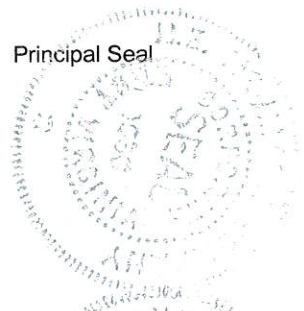
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
HVAC Full Service & Maintenance

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 23rd day of December, 2014.



H.E. Neumann Company
(Name of Principal)
By R. Boniti
(Must be President, Vice President, or
Duly Authorized Agent)
Rodney Boniti, President
(Title)

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, must affix its seal, and must attach a power of attorney with its seal affixed.

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having 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 **21st** day of **MARCH** A.D., **2014**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **21st** day of **MARCH** A.D., **2014**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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 **23rd** day of **December** A.D., **2014**.



Frank A. Carrino
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).

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

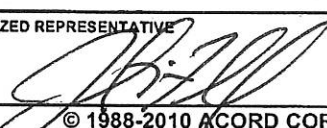
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS 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) \$
A	<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
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	DTJ-UB-8D388433-14	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EMPLOYERS LIABILITY		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)

-Certificate Holder is also named as Additional Insured with regard to General Liability as their interests may appear per written contract.

CERTIFICATE HOLDER State of West Virginia Department of Administration Purchasing Division 2019 Washington Street, East Box 50130 Charleston, WV 23505-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR150000006

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.

H.E. Neumann Company
Company

Jack B. Beecher
Authorized Signature

12/23/14
Date

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

REQUEST FOR QUOTATION
HHR1500000006
HVAC SYSTEMS PREVENTATIVE MAINTENANCE, CORRECTIVE
MAINTENANCE AND TESTING CONTRACT FOR DEPARTMENT OF HEALTH
AND HUMAN RESOURCES – OWNED FACILITIES

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: PATRICK O'NEILL
Telephone Number: 304-650-6972
Fax Number: 304-345-5543
Email Address: poncill@heneumann.com



**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:

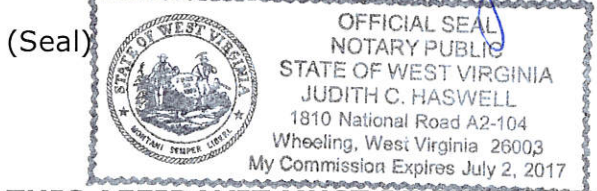
- I am an employee of H.E. Neumann Company; and,
(Company Name)
- I do hereby attest that H.E. Neumann Company
(Company Name)

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

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

By: JACK BECKER
 Title: Sales Consultant
 Company Name: H.E. Neumann Company
 Date: 12/23/14

Taken, subscribed and sworn to before me this 23rd day of December, 2014
 By 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.