



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

Request for Quotation

RFQ NUMBER
VNF09C011

PAGE
1

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

VENDOR

*709025648 412-787-9880
JOHNSON CONTROLS INC
117 TECHNOLOGY DRIVE

PITTSBURGH PA 15275

SHIP TO

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

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

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

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

2009 MAY 13 AM 10:17

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **412-780-3995** DATE **5/12/09**

TITLE **ACCT. EXEC.** FEIN **39-0980010** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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VENDOR

*709025648 412-787-9880
JOHNSON CONTROLS INC
117 TECHNOLOGY DRIVE

PITTSBURGH PA 15275

SHIP TO

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/07/2009				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John V. White</i>	TELEPHONE 412-780-3995	DATE 5/12/09
TITLE ACCT. EXEC.	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ 003

*709025648 412-787-9880
 JOHNSON CONTROLS INC
 117 TECHNOLOGY DRIVE
 PITTSBURGH PA 15275

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 26301 304-627-2415

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 9/98					
	<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: JOHNSON CONTROLS, INC.</p> <p>CONTRACTORS LICENSE NO.: WV003182</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>NOTICE</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric Abbott</i>	TELEPHONE 412-780-3995	DATE 5/12/09
TITLE RECT. EXEC.	FEIN 39-0980010	ADDRESS CHANGES TO BE NOTED ABOVE

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***709025648 412-787-9880**
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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p> <p>RFQ. NO.: VNF09C011</p> <p>BID OPENING DATE: 6-9-2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>412-787-2512</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>ERIC VOSTATEK Cell: 412-780-3995</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **412-780-3995** DATE: **5/12/09**

TITLE: **ACCT. EXEC.** FEIN: **39-0380010** ADDRESS CHANGES TO BE NOTED ABOVE

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



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05/07/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS</p>						
<p>***** THIS IS THE END OF RFQ VNF09C011 ***** TOTAL:</p>						<p><u>\$31,236.00</u></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric V. [Signature]</i>	TELEPHONE 412-780-3995	DATE 5/12/09
TITLE ACCT. EXEC.	FEIN 79-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL DESCRIPTION

NAME: WEST VIRGINIA VETERANS NURSING FACILITY

EQUIPMENT: SEE ATTACHED

COVERAGE: Total Maintenance and Extended Warranty

OIL ANALYSIS: Not Required

EXCLUSIONS: 1. Air Filters
2. Belt Replacement

HVAC BID SPECIFICATION – WV VETERANS NURSING FACILITY

The West Virginia Veterans Nursing Facility requests quotations to contract HVAC Maintenance Services and an extended warranty on existing equipment.

Contractor must demonstrate prior to award, his ability to remotely access the customer's Metasys control system to make changes to schedules, temperature settings and troubleshoot specific comfort complaints with recommendations for adjustments or repairs. In addition, the contractor will be asked to backup database, investigate alarms, and answer questions from the customer concerning programming and graphic changes.

Contractor must furnish all labor, overtime, travel time, travel expenses, service supplies, tools, and repair parts to maintain and repair the equipment as listed. All parts must be manufacturer replacement parts in order to maintain the integrity of the system.

Contractor must be available (on call) twenty-four (24) hours per day seven days per week to respond to requests for emergency service. Contractor must respond to calls for service within four (4) hours of notification. Failure to respond within four (4) hours will result in a charge to the contractor of \$100.00 per hour for each hour over the four (4) hour limit. Successful bidder shall provide emergency phone numbers upon request.

Contractor must provide Bi-Monthly preventive maintenance as per the attached maintenance schedules. Service reports of each visit must be signed by the customer representative and one copy left on the job site.

Contractor must call twenty-four (24) hours in advance to make an appointment prior to coming in on their scheduled maintenance.

Contractor should provide a list of five current total maintenance contracts, valued at a minimum of \$10,000. Each, on HVAC equipment, including Metasys Systems, with the bid document. Vendor should provide contact names and phone numbers for references. This information may be required prior to award.

Contractor has the option to invoice monthly or quarterly. Successful vendor shall be required to attach invoice (s) for parts to demonstrate cost paid.

TOTAL MAINTENANCE / EXTENDED WARRANTY

This plan provides for an extended warranty on existing equipment, preventive maintenance inspection, emergency service and all labor and parts, including oil, refrigerant and other materials to diagnose, repair or replace components of the equipment/systems listed as needed to ensure proper operation.

NOTE: Emergency service is service provided for equipment other than regular scheduled maintenance visits and is available on a priority basis to contract customers 24 hours a day, seven days a week.

Contract Tasks

This AGREEMENT applies only to the equipment listed below.

Equipment	Quantity	Task/ Procedure
1. <u>AC Scroll Chiller (>75T)</u>	1	<p>Check Once a Year</p> <ul style="list-style-type: none"> a) Check with appropriate customer representative for operational deficiencies b) Inspect starter. c) Check crankcase heater. d) Check and tighten electrical connections. e) Check safeties. f) Check operating controls. g) Check contractor(s). h) Check for proper condenser fan rotation. i) Visually inspect starter. j) Lock-out and tag unit. k) Remove used oil and recover refrigerant. l) Replace oil filter (if applicable). m) Refill unit with new Manufacturer recommended oil. n) Energize unit. o) Log unit Temperatures and pressures if load exists. p) Check oil heater. q) Check operating current. r) Shut down chiller. s) Lock-out Cooler pumps (if applicable). t) Pump down and isolate (if applicable). u) Ensure chilled water system has proper Glycol content. v) Spray coil(s) with chemical solution. w) Rinse coil(s) thoroughly with water. x) Clean area around equipment. y) Contact customer to ensure unit is powered for required oil temperature prior to startup. <p>Check Bi-Monthly</p> <ul style="list-style-type: none"> a) Check compressor oil level(s). b) Conduct refrigerant leak test. c) Check condition of condenser coils. d) Check condenser fan blades and motors. e) Check for unusual noise and vibration. f) Check system pressures and temperatures. g) Check refrigerant charge. h) Visually inspect for refrigerant and oil leaks. i) Check overall condition of unit. j) Complete any required maintenance checklists, report observations to appropriate customer representative.

2. AHU (10-40HP)

2

CHECK ONCE A YEAR**Evaporator/Coil Cleaning**

Check with appropriate customer representative for operational deficiencies.

- a) Check for proper fan operation.
- b) Check starter/Contactor.
- c) Check and tighten electrical connections.
- d) Inspect pilot and safeties (as applicable).
- e) Check flame Quality (as applicable).
- f) Check valve(s).
- g) Spray coil(s) with chemical solution.
- h) Rinse coil(s) thoroughly with water.
- i) Report recommendations.
- j) Clean area around equipment.

CHECK BI-MONTHLY

- a) Check belt(s).
- b) Check coil conditions.
- c) Check condensate pan and drain (if accessible).
- d) Check filter condition.
- e) Visually inspect Damper(s).
- f) Check for unusual noises, vibration, and wear.
- g) Check coil conditions.
- h) Check safety control setpoints.
- i) Check damper operation and lubricate as required.
- j) Check condition and blower assembly.
- k) Check overall condition of unit.
- l) Complete any required maintenance checklists, report observations to appropriate customer representative.

3. Builtup S/R Fan Unit
(10-40HP)

2

CHECK ONCE A YEAR

Check with appropriate customer representative for operational deficiencies.

- a) Check safeties.
- b) Check step controller (if applicable).
- c) Check thermal cutout on electric heaters (as applicable).
- d) Check and tighten wiring and electrical connections.
- e) Log operating conditions systems stabilizer.
- f) Motor/lead megohm test.
- g) Perform Annual Comprehensive maintenance tasks in addition to inspection and testing procedures.
- h) Check condition of contacts.
- i) Check fan and blade(s).
- j) Spray coil(s) with chemical solution.
- k) Rinse coil(s) thoroughly with water.
- l) Clean area around equipment.

		<ul style="list-style-type: none"> m) Clean starter and cabinet. n) Complete any required maintenance checklists, report observations to appropriate customer representative. <p>CHECK BI-MONTHLY</p> <ul style="list-style-type: none"> a) Check operation of control system and dampers. b) Clean sheaves and pulleys for wear and alignment. c) Check and tighten bolts, set screws and collars. d) Check supply and control and air pressures. e) Inspect fan wheel and shaft for wear. f) Lube fan shaft and motor bearings. g) Test high static pressure. h) Check belt guard. i) Test low static pressure. j) Test low temperature safety devices. k) Check belts and adjust tension. l) Check contactors for free and smooth operation. m) Check damper wear, security and linkage. n) Check fan and motor bearings. o) Clean condensate drain if necessary.
4. <u>DX-9100 Controller</u>	2	<p>CHECK ONCE A YEAR</p> <p>Check with appropriate customer representative for operational deficiencies.</p> <ul style="list-style-type: none"> a) Check for any overrides. b) Connect CablePro(PC) to controller, Upload database. c) Tighten electrical connections. d) Clean area around equipment. <p>CHECK BI-MONTHLY</p> <ul style="list-style-type: none"> a) Check communication status of all points. b) Check for alarms. c) Check software bias of A1 offset on field sensors. d) Check software offset for AO points. e) Complete any required maintenance Checklists, report observations to appropriate customer representative.
DX-9100 Controller/1 DX-9100 Controller/2		
5. <u>Exhaust Fan (0-5HP)</u>	12	<p>CHECK ONCE A YEAR</p> <ul style="list-style-type: none"> a) Check rain guard. b) Check and tighten electrical connections. c) Inspect starter. d) Check drive condition. e) Check electrical contacts. f) Check fan and blade(s). g) Check for proper rotation.

Equipment

Quantity

Task/ Procedure

- h) Check with appropriate customer representative for operational deficiencies.
- i) Clean area around equipment.
- j) Complete any required maintenance checklists, report observations to appropriate customer representative.

CHECK ONCE A YEAR

- a) Lubricate as required.
- b) Motor operating amps.
- c) Check bearing wear.
- d) Check belt guard.
- e) Check belt(s).

6. Metasys OWS Standard

1

CHECK FOUR TIMES A YEAR

- a) Check with appropriate customer representative for operational deficiencies
- b) Check alarms.
- c) Clean area around equipment.
- d) Complete any required maintenance checklists, report observations to appropriate customer service representative.

7. Network Automation Engine

2

Check Once a Year

- a) Check with appropriate customer representative for operational deficiencies.
- b) Check alarms.
- c) Clean area around equipment.
- d) Complete any required maintenance checklists, report observations to appropriate customer representative.

8. Pump (10-40HP)

4

Check Once a Year

- a) Check with appropriate customer representative for operational deficiencies.
- b) Check amperage draw.
- c) Check for leaks.
- d) Check starter/contactors.
- e) Check and tighten electrical connections.
- f) Check coupling.
- g) Lubricate bearing(s).
- h) Check for unusual noise and vibration.
- i) Clean area around equipment.
- j) Complete any required maintenance checklists, report observations to appropriate customer representative.

9. <u>UNT Controller</u>	4	<p>Check Once a Year</p> <ul style="list-style-type: none">a) Check with appropriate customer representative for operational deficiencies.b) Connect CablePro (PC) to controller, upload database.c) Check communication status of all points.d) Check software bias of A1 offset on field sensors.e) Check software for AO points.f) Check for any overrides.g) Check for alarms.h) Tighten electrical connections.i) Clean area around equipment.j) Complete any required maintenance checklists, report observations to appropriate customer representative.
10. <u>VMA Controller</u>	159	<p>Check Once a Year</p> <ul style="list-style-type: none">a) Check with appropriate customer representative for operational deficiencies.b) Interrogate controller(s) from main console.c) Connect CablePro (PC) to controller thermostat if necessary, upload database.d) Check communication status of all points.e) Check software bias of A1 offset on field sensors.f) Check software offset for AO points.g) Check for any overrides.h) Check for alarms.i) Complete any required maintenance checklists, report Observations to appropriate customer representative.

VET09C011 - HVAC Maintenance Bid Form			
Description	Usage	Unit Price	Extended Amount
Monthly Maintenance	12	\$ 2,507.16	\$ 30,086. ⁰⁰
*Parts for bidding purposes only	\$1,000.00	% Markup= 15	\$ 1,150. ⁰⁰
Failure to use this form may result in disqualification			Grand Total
			\$ 31,236. ⁰⁰ ANNUALLY

Bidder / Vendor Information: JOHNSON CONTROLS, INC.

Contact Name: ERIC VOSTATEK

Address: 117 TECHNOLOGY DRIVE
PITTSBURGH, PA 15275

Telephone Number: 412-780-3995

Email Address: ERIC.L.VOSTATEK@JCI.COM

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



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POST OFFICE

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05/29/2009				

BID OPENING DATE: 05/09/2009 BID OPENING TIME 01:30PM

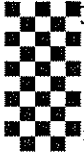
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		910-36		
HEATING MAINTENANCE AND REPAIR						
***** THIS IS THE END OF RFQ VNF09C011 ***** TOTAL:						\$31,236. ⁰⁰
NO CHANGE TO BID SUBMITTED ON 5/12/09. Eric Vostatek						

RECEIVED
 2009 JUN -5 PM 12:36
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric Vostatek</i>	TELEPHONE 412-780-3995	DATE 6/5/09
TITLE ACCOUNT EXECUTIVE	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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



**Johnson
Controls**



FAX

Date 6/5/09

Number of pages including cover sheet 2

TO: John Abbott
 State of West Virginia
 Dept. of Administration
 Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

Phone 304-558-2544
Fax Phone 304-558-3970 / 304-558-4115

FROM: Eric Vostatek
 117 Technology Drive
 Pittsburgh, PA 15275
 Eric.L.Vostatek@jci.com

Phone 412-780-3995 (cell)
Fax Phone 412-787-2512

-CC:

REMARKS: Urgent For your review Reply ASAP Please Comment

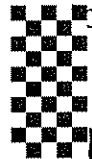
Please find the acknowledgement and signed copy of Addendum #1 for RFQ VNF09C011.

I can be reached at anytime on my cell phone.

Thank you,

Eric Vostatek
 Eric Vostatek

RECEIVED
 2009 JUN -5 PM 12:03
 WV PURCHASING
 DIVISION



FAX

Date 6/5/09

Number of pages including cover sheet 2

TO: John Abbott
 State of West Virginia
 Dept. of Administration
 Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

Phone 304-558-2544
Fax Phone 304-558-3970 / 304-558-4115

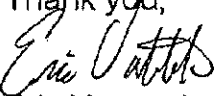
FROM: Eric Vostatek
 117 Technology Drive
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 I can be reached at anytime on my cell phone.

Thank you,

 Eric Vostatek



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

Request for Quotation

RFQ NUMBER
VNF09C011

PAGE
1

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

*709025648 412-787-9880

JOHNSON CONTROLS INC
117 TECHNOLOGY DRIVE

PITTSBURGH PA 15275

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV

26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2009				

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

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		910-36		
HEATING MAINTENANCE AND REPAIR						
***** THIS IS THE END OF RFQ VNF09C011 ***** NO CHANGE TO BID SUBMITTED ON 5/12/09. <i>Eric Vostatek</i>						<u>\$31,236.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric Vostatek</i>	TELEPHONE 412-780-3995	DATE 6/5/09
TITLE ACCOUNT EXECUTIVE	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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

SUPPLEMENTAL INFO.



Service Agreement

WV Veterans Nursing Facility - Full Coverage
One Freedoms Way
Clarksburg WV 26301

Proposal Date April 23, 2009
Agreement
Agreement Rev

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term/Automatic Renewal

This Agreement takes effect on 06/01/2009 and will continue until 05/31/2012 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$31,236.00. This amount will be paid to JCI in semi-annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for thirty days from proposal date.

JOHNSON CONTROLS, INC.

By _____
Eric Vostatek

Signature _____

Title _____ Date _____

JCI Branch Manager _____ Date _____

(proposal not valid until signed by JCI Manager)

JCI Branch Address PITTSBURGH SERVICE BRANCH SVC (370)
117 TECHNOLOGY DRIVE
City State ZIP PITTSBURGH PA 15275

By _____

Signature _____

Title _____ Date _____

Phone 4128559177 Cust. PO # _____

Schedule A

Equipment List (Selected Equipment to be Serviced)

Covered Equipment At Site: **Main**

One Freedoms Way, Clarksburg, WV 26301

Qty	Equipment	Coverage Level	Extended Service
1	AC Scroll Chiller (31-75T)	Premium	24/7
	Air Cooled Scroll Chiller - 75 ton		
	Additional Options		# per year
	Operational		6
	Comprehensive		1
	Chiller Startup (Air Cooled)		1
	Chiller Shutdown (Air Cooled)		1
	Oil Change (Standard)		1
	Chiller Condenser Coil Cleaning		1
2	AHU (10-40HP)	Premium	24/7
	AHU #2 (10-40HP),AHU #1 (10-40HP)		
	Additional Options		# per year
	Operational		6
	Comprehensive		1
	Evaporator Coil Cleaning		1
2	AHU (10-40HP)	Premium	24/7
	Built-up S/R Fan Unit #2 (10-40HP),Built-up S/R Fan Unit #1 (10-40HP)		
	Additional Options		# per year
	Operational		6
	Comprehensive		1
	Evaporator Coil Cleaning		1
2	DX-9100 Controller	Premium	24/7
	DX-9100 Controller #1,DX-9100 Controller #2		
	Additional Options		# per year
	Operational		6
	Comprehensive		1
12	Exhaust Fan (0-5HP)	Premium	24/7
	Exhaust Fan #01 (0-5HP),Exhaust Fan #02 (0-5HP),Exhaust Fan #03 (0-5HP),Exhaust Fan #12 (0-5HP),Exhaust Fan #04 (0-5HP),Exhaust Fan #05 (0-5HP),Exhaust Fan #06 (0-5HP),Exhaust Fan #07 (0-5HP),Exhaust Fan #08 (0-5HP),Exhaust Fan #09 (0-5HP),Exhaust Fan #10 (0-5HP),Exhaust Fan #11 (0-5HP)		
	Additional Options		# per year
	Operational		1
	Comprehensive		1



Schedule A

Equipment List (Selected Equipment to be Serviced)

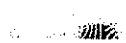
1	Metasys OWS Standard	Premium	24/7
	Metasys Operator Work Station		
	Additional Options	# per year	
	Operational	4	
2	Network Automation Engine	Premium	24/7
	Network Automation Engine #1,Network Automation Engine #2		
	Additional Options	# per year	
	Comprehensive	1	
3	Pump (10-40HP)	Premium	24/7
	Pump #2 (10-40HP),Pump #3 (10-40HP),Pump #4 (10-40HP)		
	Additional Options	# per year	
	Comprehensive	1	
1	Pump (10-40HP)	Premium	24/7
	Pump #1 (10-40HP)		
	Additional Options	# per year	
	Comprehensive	1	
4	UNT Controller	Premium	24/7
	UNT Controller #1,UNT Controller #2,UNT Controller #3,UNT Controller #4		
	Additional Options	# per year	
	Comprehensive	1	
159	VMA Controller	Premium	24/7
	VMA Controller / 0001,VMA Controller / 0001 / Copy 0001,VMA Controller / 0001 / Copy 0002,VMA Controller / 0001 / Copy 0003,VMA Controller / 0001 / Copy 0004,VMA Controller / 0001 / Copy 0005,VMA Controller / 0001 / Copy 0006,VMA Controller / 0001 / Copy 0007,VMA Controller / 0001 / Copy 0008,VMA Controller / 0001 / Copy 0009,VMA Controller / 0001 / Copy 0010,VMA Controller / 0001 / Copy 0011,VMA Controller / 0001 / Copy 0012,VMA Controller / 0001 / Copy 0013,VMA Controller / 0001 / Copy 0014,VMA Controller / 0001 / Copy 0015,VMA Controller / 0001 / Copy 0016,VMA Controller / 0001 / Copy 0017,VMA Controller / 0001 / Copy 0018,VMA Controller / 0001 / Copy 0019,VMA Controller / 0001 / Copy 0020,VMA Controller / 0001 / Copy 0021,VMA Controller / 0001 / Copy 0022,VMA Controller / 0001 / Copy 0023,VMA Controller / 0001 / Copy 0024,VMA Controller / 0001 / Copy 0025,VMA Controller / 0001 / Copy 0026,VMA Controller / 0001 / Copy 0027,VMA Controller / 0001 / Copy 0028,VMA Controller / 0001 / Copy 0029,VMA Controller / 0001 / Copy 0030,VMA Controller / 0001 / Copy 0031,VMA Controller / 0001 / Copy 0032,VMA Controller / 0001 / Copy 0033,VMA Controller / 0001 / Copy 0034,VMA Controller / 0001 / Copy 0035,VMA Controller / 0001 / Copy 0036,VMA Controller / 0001 / Copy 0037,VMA Controller / 0001 / Copy 0038,VMA Controller / 0001 / Copy 0039,VMA Controller / 0001 / Copy 0040,VMA Controller / 0001 / Copy 0041,VMA Controller / 0001 / Copy 0042,VMA Controller / 0001 / Copy 0043,VMA Controller / 0001 / Copy 0044,VMA Controller / 0001 / Copy 0045,VMA Controller / 0001 / Copy 0046,VMA Controller / 0001 / Copy 0047,VMA Controller / 0001 / Copy 0048,VMA Controller / 0001 / Copy 0049,VMA Controller / 0001 / Copy 0050,VMA Controller / 0001 / Copy 0051,VMA Controller / 0001 / Copy 0052,VMA Controller / 0001 / Copy 0053,VMA Controller / 0001 / Copy 0054,VMA Controller / 0001 / Copy 0055,VMA Controller / 0001 / Copy 0056,VMA Controller / 0001 / Copy 0057,VMA Controller / 0001 / Copy 0058,VMA Controller / 0001 / Copy 0059,VMA Controller / 0001 / Copy 0060,VMA Controller / 0001 / Copy 0061,VMA Controller / 0001 / Copy 0062,VMA Controller / 0001 / Copy 0063,VMA Controller / 0001 / Copy 0064,VMA Controller / 0001 / Copy 0065,VMA Controller / 0001 / Copy 0066,VMA Controller / 0001 / Copy 0067,VMA Controller / 0001 / Copy 0068,VMA Controller / 0001 / Copy 0069,VMA		

Schedule A

Equipment List (Selected Equipment to be Serviced)

Controller / 0001 / Copy 0070,VMA Controller / 0001 / Copy 0071,VMA Controller / 0001 / Copy 0072,VMA Controller / 0001 / Copy 0073,VMA Controller / 0001 / Copy 0074,VMA Controller / 0001 / Copy 0075,VMA Controller / 0001 / Copy 0076,VMA Controller / 0001 / Copy 0077,VMA Controller / 0001 / Copy 0078,VMA Controller / 0001 / Copy 0079,VMA Controller / 0001 / Copy 0080,VMA Controller / 0001 / Copy 0081,VMA Controller / 0001 / Copy 0082,VMA Controller / 0001 / Copy 0083,VMA Controller / 0001 / Copy 0084,VMA Controller / 0001 / Copy 0085,VMA Controller / 0001 / Copy 0086,VMA Controller / 0001 / Copy 0087,VMA Controller / 0001 / Copy 0088,VMA Controller / 0001 / Copy 0089,VMA Controller / 0001 / Copy 0090,VMA Controller / 0001 / Copy 0091,VMA Controller / 0001 / Copy 0092,VMA Controller / 0001 / Copy 0093,VMA Controller / 0001 / Copy 0094,VMA Controller / 0001 / Copy 0095,VMA Controller / 0001 / Copy 0096,VMA Controller / 0001 / Copy 0097,VMA Controller / 0001 / Copy 0098,VMA Controller / 0001 / Copy 0099,VMA Controller / 0001 / Copy 0100,VMA Controller / 0001 / Copy 0101,VMA Controller / 0001 / Copy 0102,VMA Controller / 0001 / Copy 0103,VMA Controller / 0001 / Copy 0104,VMA Controller / 0001 / Copy 0105,VMA Controller / 0001 / Copy 0106,VMA Controller / 0001 / Copy 0107,VMA Controller / 0001 / Copy 0108,VMA Controller / 0001 / Copy 0109,VMA Controller / 0001 / Copy 0110,VMA Controller / 0001 / Copy 0111,VMA Controller / 0001 / Copy 0112,VMA Controller / 0001 / Copy 0113,VMA Controller / 0001 / Copy 0114,VMA Controller / 0001 / Copy 0115,VMA Controller / 0001 / Copy 0116,VMA Controller / 0001 / Copy 0117,VMA Controller / 0001 / Copy 0118,VMA Controller / 0001 / Copy 0119,VMA Controller / 0001 / Copy 0120,VMA Controller / 0001 / Copy 0121,VMA Controller / 0001 / Copy 0122,VMA Controller / 0001 / Copy 0123,VMA Controller / 0001 / Copy 0124,VMA Controller / 0001 / Copy 0125,VMA Controller / 0001 / Copy 0126,VMA Controller / 0001 / Copy 0127,VMA Controller / 0001 / Copy 0128,VMA Controller / 0001 / Copy 0129,VMA Controller / 0001 / Copy 0130,VMA Controller / 0001 / Copy 0131,VMA Controller / 0001 / Copy 0132,VMA Controller / 0001 / Copy 0133,VMA Controller / 0001 / Copy 0134,VMA Controller / 0001 / Copy 0135,VMA Controller / 0001 / Copy 0136,VMA Controller / 0001 / Copy 0137,VMA Controller / 0001 / Copy 0138,VMA Controller / 0001 / Copy 0139,VMA Controller / 0001 / Copy 0140,VMA Controller / 0001 / Copy 0141,VMA Controller / 0001 / Copy 0142,VMA Controller / 0001 / Copy 0143,VMA Controller / 0001 / Copy 0144,VMA Controller / 0001 / Copy 0145,VMA Controller / 0001 / Copy 0146,VMA Controller / 0001 / Copy 0147,VMA Controller / 0001 / Copy 0148,VMA Controller / 0001 / Copy 0149,VMA Controller / 0001 / Copy 0150,VMA Controller / 0001 / Copy 0151,VMA Controller / 0001 / Copy 0152,VMA Controller / 0001 / Copy 0153,VMA Controller / 0001 / Copy 0154,VMA Controller / 0001 / Copy 0155,VMA Controller / 0001 / Copy 0156,VMA Controller / 0001 / Copy 0157,VMA Controller / 0001 / Copy 0158

Additional Options	# per year
Comprehensive	1



Schedule A (Continued)

Supplemental Price and Payment Terms Annual Amount(Applies to Multi-Year Contracts Only)

	Total Dollar Amount	Payment Frequency
Year 2	\$32,486.00	Semi-Annual
Year 3	\$33,786.00	Semi-Annual

Special Additions and Exceptions

24 Hour emergency phone number: 866-668-0942

References of full service accounts. Each listing exceeds bid specification of \$10,000.00:

1. Bon Secours Hospital
2500 7th Ave.
Altoona, PA 16602
2. UPMC Mercy Hospital
1400 Locust Ave.
Pittsburgh, PA 15219
3. NIOSH
Morgantown, WV 26505
4. Northgate School District
591 Union Ave
Pittsburgh, PA 15202
5. Children's Hospital of Pittsburgh
125 DeSota Street
Pittsburgh, PA 15212



MARSH USA INC.

CERTIFICATE OF INSURANCE

DATE

05/12/2009

PRODUCER **

Marsh USA Inc.
411 East Wisconsin Avenue
Suite 1600
Milwaukee, Wisconsin 53202-4419
Attn: CPU, Phone (414) 290-4912 Fax (414) 290-4953
CPU_Milwaukee@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

AM Best Rating
(As of 09/04/08)

*See Below

Company	Company Name	AM Best Rating
A	ACE American Insurance Company P.O. Box 41484, Philadelphia, PA 19101	A+ XV
B	Sentry Insurance A Mutual Co. 1800 North Point Drive, Stevens Point, WI 54481	A+ XV
C	Indemnity Insurance Company of North America and for CA, WI and EX WC : ACE American Insurance Company P.O. Box 41484, Philadelphia, PA 19101	A+ XV
D	ACE Property & Casualty Insurance Company 436 Walnut Street, Philadelphia, PA 19106	A+ XV

INSURED

Johnson Controls, Inc.
Johnson Controls Battery Group, Inc.
Johnson Controls Interiors, L.L.C.
JCIM US LLC
Cal-Air, Inc.
GES America, L.L.C.
Metro Mechanical, Inc.
Optima Batteries, Inc.
USI Companies Inc.
York International Corporation

Attn: Corp. Risk Mgmt. X-92
P.O. Box 591
Milwaukee, WI 53201

COVERAGES

This certificate supersedes and replaces any previously issued certificate.

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

CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (1) (3) (4) <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 <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X,C,U (Explosion, Collapse, Underground) <input checked="" type="checkbox"/> Additional Insured-Owners Lessees or Contractors See Below	HDOG23746396	10-1-2008	10-1-2009	GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS-COMP/OP AGG	\$ 5,000,000
					PERSONAL & ADV INJURY	\$ 5,000,000
					EACH OCCURRENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 5,000,000
					MED EXP (Any one person)	\$ 50,000
B	AUTOMOBILE LIABILITY (2) (3) (4) <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	90-04606-01	10-1-2008	10-1-2009	COMBINED SINGLE LIMIT	\$ 5,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
D	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XOO G23865014	10-1-2008	10-1-2009	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (4) THE PROPRIETOR/ <input checked="" type="checkbox"/> INCL PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL OFFICERS ARE:	WLR42850585 - AOS WLRC42850573 - CA SCFC42850615 - WI WCUC42850627 - EX WC	10-1-2008	10-1-2009	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	OTH- ER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

OTHER

- (1) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insureds per attached endorsement.
(2) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insureds and Loss Payee as required by contract.
(3) PRIMARY COVERAGE: Where required by lease or contract, this coverage is primary and not excess of or contributing with other insurance or self-insurance.
(4) WAIVER OF SUBROGATION: Insured waives subrogation to the extent required by contract.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS JCI Contract No.

Project Name:
Customer PO Number:

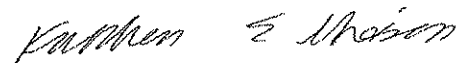
CERTIFICATE HOLDER

Division of Veterans Affairs
Veterans Nursing Facility
One Freedoms Way
Clarksburg, WV 26301

CANCELLATION

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

MARSH USA INC. BY:



**AM Best ratings of insurers are provided for information purposes only and are based upon information with respect to such ratings available to Marsh USA Inc. on the date set forth herein with respect to such ratings. Marsh USA Inc. will not, and will have no responsibility or obligation to, inform the certificate holder or any person relying upon this certificate of any changes in such AM Best ratings occurring after such date. Marsh USA Inc. will have no liability with respect to the solvency or active ability to pay claims of any of the insurance companies which have issued the insurance policies referenced herein.

**The Auto Liability placement was made by Risk Management Resources, Inc., 205 W. Wacker Dr., Suite 622, Chicago, IL 60606. Marsh USA Inc. acts in the role of consultant to the Insured with respect to this placement, which is indicated here for your convenience.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Additional Insured Person(s) Or Organization(s): If required by contract,
Location(s) Of Covered Operations As required by contract,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Endorsement #A2	
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED’S ACTS OR OMISSIONS ONLY	
<p>A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:</p> <ol style="list-style-type: none"> 1. Your acts or omissions; or 2. The acts or omissions of those acting on your behalf; <p>in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.</p>	<p>B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:</p> <p>This insurance does not apply to "bodily injury" or "property damage" occurring after:</p> <ol style="list-style-type: none"> 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Endorsement #A2A
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED’S ACTS OR OMISSIONS ONLY
<p>Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."</p>



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

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY, TO-WIT:

I, ERIC VOSTATEK, after being first duly sworn, depose and state as follows:

- 1. I am an employee of JOHNSON CONTROLS INC; and,
2. I do hereby attest that JOHNSON CONTROLS, INC

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.

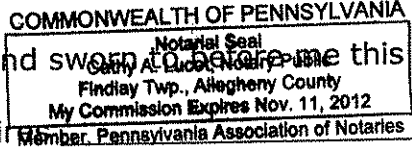
JOHNSON CONTROLS, INC
(Company Name)

By: [Signature]

Title: ACCOUNT EXECUTIVE

Date: 5-12-09

Taken, subscribed and sworn to before me this 12 day of MAY, 2009



By Commission expires [blank]

(Seal)

[Signature]
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: JOHNSON CONTROLS, INC.

Authorized Signature: *Eric Untch*

Date: 5/12/09