



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 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 650628

Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: TRANE US INC

Alias/DBA:

Total Bid: \$31,676.00

Response Date: 

Response Time:

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2000000016

Published Date: 12/18/19

Close Date: 1/10/20

Close Time: 13:30

Status: Closed

Solicitation Description: 


Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 650628

Solicitation Description : Addendum No.01, HVAC MAINTENANCE & REPAIR Beckley

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-10 13:30:00	SR 0439 ESR01102000000004072	1

VENDOR
000000159732 TRANE US INC

Solicitation Number: CRFQ 0439 EBA2000000016

Total Bid : \$31,676.00 **Response Date:** 2020-01-10 **Response Time:** 09:24:32

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature on File	FEIN #	DATE
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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	HVAC MAINTENANCE & REPAIR SERVICES Beckley Area				\$31,676.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Extended Description :	HVAC MAINTENANCE & REPAIR SERVICES Beckley Area
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EXHIBIT C - PRICING PAGES

Preventive Maintenance:

(A) Annual Preventive Maintenance Charges (Exhibit A items 1-6)	x	1 Time per Year	=	Total Yearly Charge
\$ <u>2,463</u>	x	1	=	\$ <u>2,463</u>
(B) Semi-Annual Preventive Maintenance Charges (Exhibit A items 7-9)	x	2 Times per Year	=	Total Yearly Charge
\$ <u>492.60</u>	x	2	=	\$ <u>985.20</u>
(C) Every Other Year Preventive Maintenance Charges (Exhibit A item 10)	x	.5 Times per Year	=	Total Yearly Charge
\$ <u>2,955.60</u>	x	.5	=	\$ <u>1,477.80</u>
Total Yearly Preventive Maintenance Cost (A-C)				\$ <u>4,926.00</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>95</u>	x	150	=	\$ <u>14,250.00</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>25%</u>	=	\$ <u>12,500.00</u>
Total Corrective Maintenance Cost (Total Labor + Total Parts)				\$ <u>26,750.00</u>

Total Bid Amount * \$ 31,676.00

* Total Bid Cost is calculated by adding the Total Yearly Preventive Maintenance Cost and the Total Corrective Maintenance Cost.



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 650628

Doc Description: HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT for Beckley

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-05	2020-01-10 13:30:00	CRFQ 0439 EBA2000000016	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Trane U.S., Inc.
 5001 MacCorkle Ave. SW
 South Charleston, WV 25309

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2598
 guy.l.nisbet@wv.gov

Signature X

FEIN # 25-0900465

DATE 12-18-19

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

ADDITIONAL INFORMATION:

Request for Quotation
 (HVAC Open-End Maintenance for Beckley, WV. Region)

The west Virginia Purchasing Division is soliciting bids on behalf of the Agency, The West Virginia Educational Broadcasting Authority (EBA) to establish an Open-End contract for HVAC Maintenance at the agency's locations within the Beckley, WV. Region per the specifications and Terms and Conditions as attached hereto.

BUYER TO		SELLER TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC MAINTENANCE & REPAIR SERVICES Beckley Area				

Comm Code	Manufacturer	Specification	Model #
72101511			

Extended Description :

HVAC MAINTENANCE & REPAIR SERVICES Beckley Area

EBA2000000016	Document Phase Draft	Document Description HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT for Beckley	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Trane U.S., Inc.

Contractor's License No.: WV- 026978

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

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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Trane U.S. Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Benjamin Lancaster, Account Manager

(Name, Title)

Benjamin Lancaster, Account Manager

(Printed Name and Title)

5001 MacCorkle Ave. SW, South Charleston, WV 25309

(Address)

(304)552-8980 / (304)348-2810

(Phone Number) / (Fax Number)

Benjamin.Lancaster@Trane.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Trane U.S., Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Kenny Bolin / District General Manager II

(Printed Name and Title of Authorized Representative)

12-18-19

(Date)

(540)366-4958 / (844)331-3919

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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:

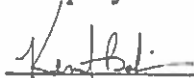
(Check the box next to each addendum received)

- | | |
|---|--|
| <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.

Trane U.S., Inc.

Company



Authorized Signature

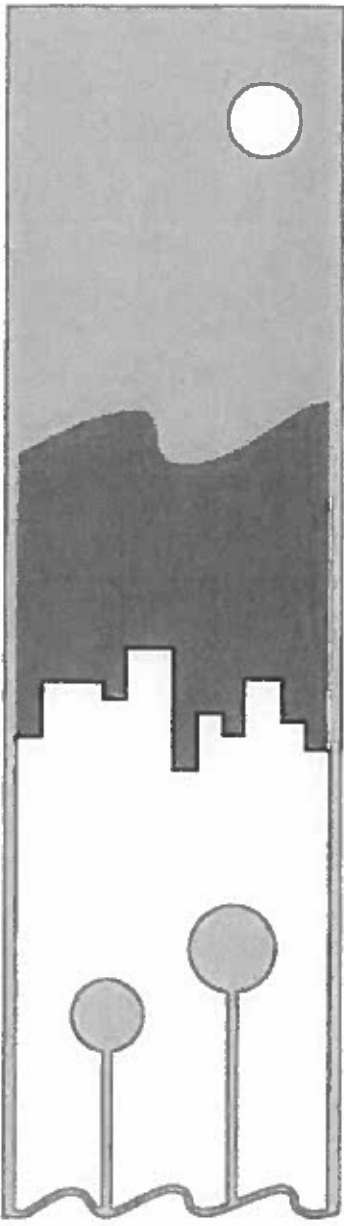
12-18-19

Date

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

Exhibit B,

SRe	Mfr	Model	Serial	Size	Refrigerant	Thermostat	Filter	Access Notes
124 Industrial Park Rd, Beaver WV, 25813								
BACKUP MC UNIT OUTDOOR	Carrier	3BCK060-371-	5102ED5985	5 ton	R22		0	Ground Outdoor
BACKUP MC UNIT INDOOR	Carrier	FB4ANFD60	0303A62750	5 ton	R22	Carrier Digital	Polyester	Above Drop Ceiling Master Control Tight Access
MC UNIT	Carrier	50TM-008-A-501-	2809G10721	7.5 ton	R22	Honeywell Digital	Polyester	Ground Outdoor
DUB ROOM OUTDOOR	Carrier	38TK0243D0	0300E07077	2 ton	R22		0	Ground Outdoor
DUB ROOM INDOOR	Carrier	FB4ANFD24	1000A12617	2 ton	R22	Carrier Digital	Polyester	Above Drop Ceiling In Ups Room
UPS ROOM OUTDOOR	Trane	2TTR3036A1000AA	5511WW53F	3 ton	R22		0	Ground Outdoor
UPS ROOM INDOOR	Trane	2TEC3F38A1000AA	6281JKD2V	3 ton	R22	Carrier Digital	Polyester	Ground Indoor
MAINT SHOP OUTDOOR	Lennox	14HPX-036-230-19	1916D07904	3 ton	410A		0	Ground Outdoor
MAINT SHOP INDOOR	Lennox	CBX25UH-036-230-10	1716M08000	3 ton	410A	Honeywell	Polyester	Above Drop Ceiling
BUSINESS OFFICE OUTDOOR	Trane	4TWA048A3000AA	17294RMC4F	4 ton	410A	0	0	Ground Outdoor
BUSINESS OFFICE INDOOR	Trane	TEM440C485415AA	172037583V	4 ton	410A	Trane	Polyester	Indoor
SERVER ROOM OUTDOOR	Trane	4TTA304803000CA	15305KDY3F	4 ton	410A	0	0	Ground Outdoor
SERVER ROOM INDOOR	Trane	TEM340C485415AA	15172W5E2V	4 ton	410A	Trane	Polyester	Ground Indoor
FRONT OFFICE HALLWAY	Am Std	2TWAD060A3000AB	6281JKD2V	5 ton	R22		0	Ground Outdoor
FRONT OFFICE HALLWAY INDOOR	Am Std	2TEC3F6081000AA	7294TAX1V	5 ton	R22	Trane	Polyester	Ground Indoor
STUDIO HALLWAY OFFICES OUTDOOR	Carrier	38QB0605D0	5309577	5 ton	R22		0	Ground Outdoor
STUDIO HALLWAY OFFICES INDOOR	Carrier	400B060300	H428893	5 ton	R22	Carrier	Polyester	Ground Indoor
CENTRAL OFFICES	Trane	WSC120E3RNA0K00000000000000000000000000000000	141511293L	10 ton	410A	Trane	Polyester	Roof
SERVER ROOM BACKUP OUTDOOR	York	H2RA0385D6E	W8MM043426	3 ton	R22		0	Roof
SERVER ROOM BACKUP INDOOR	York	F2XP038H068	51XBMS034804	3 ton	R22	Robert Shaw	Polyester	Above Ceiling In Server Room
TAPE ROOM EDIT SUITES OUTDOOR	Trane	4TWA3060B3000AA	164526E74F	5 ton	410A		0	Roof
TAPE ROOM EDIT SUITES INDOOR	Trane	TEM440C605315AA	164548R42V	5 ton	410A	Trane	Polyester	Above Drop Ceiling In Tape Room
STUDIO	Trane	TS0300F3RNA03D00000000000000000000000000000000	1339103600	2.5 ton	410A	Honeywell	Polyester	Roof
#153, Layland WV, 25976								
Main Building	Trane	WCC060F100BH						
Transmitter Rm Unit1	HCI	RS181A-3	5403XDK2H	5 ton	R22	Trane	Polyester	Ground Outdoor
Transmitter Rm Unit1 Indoor	HCI	AHC181A-3	6744F180317241	0	R22	Trane	Polyester	Ground Outdoor
Transmitter Rm Unit2	HCI	RS181A-3	211F190208288	0	R22	Trane	Polyester	10-feet overhead Indoor
Transmitter Rm Unit 2 Indoor	HCI	AHC181A-3	8744F250307423	0	R22	Trane	Polyester	Ground Outdoor
	HCI	AHC181A-3	211F250307185	0	R22	Trane	Polyester	10-feet overhead Indoor
524 Harry Heights Rd, Bluefield, WV 24701								
AC#1	Bard	W24A1-A05XP100U	314N112855307-02	2 ton	R410A		Polyester	Exterior Wall mount
AC#2	Bard	W24A1-A05XP100U	314N112856196-02	2 ton	R410A		Polyester	Exterior Wall mount
Controller	Bard	MC4000	M112845520-02			Two Ur.R Lead-Lag controller	0	Interior Wall mount



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: [REDACTED]

Classification:
ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
PLUMBING

TRANE U S INC
DBA TRANE
400 BUSINESS CENTER DR
PITTSBURGH, PA 15205-1332

Date Issued

MAY 16, 2019

Expiration Date

MAY 16, 2020



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2019

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 MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Kevin Mashavejian PHONE (A/C, No, Ext): (212) 345 7115 E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA COMPANY B: Travelers Indemnity Co of America COMPANY C: Travelers Property Casualty Co of Amer
INSURED Trane U.S. Inc. dba Trane 5001 MacCorkle Avenue SW South Charleston, WV 25309 United States	

COVERAGES **CERTIFICATE NUMBER:** 542263 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		GL 6412199	4/17/2019	4/17/2020	EACH OCCURRENCE \$7,500,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$7,500,000.00 GENERAL AGGREGATE \$7,500,000.00 PRODUCTS - COM/POP AGG \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> PHYSICAL DAMAGE/SELF <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS APD - Self Insured		CA4993127 (AOS) CA4993128 (MA) CA4993129 (VA) APD - Self Insured	4/17/2019	4/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE \$
B B C C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	UB-8M35413A-19-51-K (AOS) UB-9L048059-19-51-D (MN) UB-8M370388-19-51-R (AZ, MA, OR, WI) TWXJUB-7434L45A-19 (OH)	4/17/2019	4/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

WV Educational Broadcasting Authority
124 Industrial Park Road
Beaver, WV 25813
United States

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
Marsh USA, Inc.
BY: Kevin Mashavejian

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 5001 MacCorkle Avenue SW South Charleston, WV 25309 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Job Description: WV Educationa Broadcasting Beckley Maintenance Agreement

For questions regarding this certificate of insurance contact: Ashley Kendricks Email: ashley.kendrick@irco.com
Phone: 4232241166

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: Trane U.S., Inc.

Vendor Telephone: (304)552-8980

Vendor Address: 5001 MacCorkle Ave. SW
South Charleston, WV 25309

Vendor Fax: (844)331-3919

Vendor E-Mail: Benjamin.Lancaster@Trane.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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 §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Trane U.S., Inc.

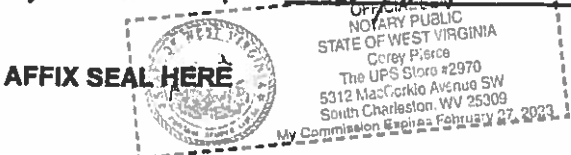
Authorized Signature: [Signature] Date: 01-10-2020

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10th day of Jan, 2020

My Commission expires 2-12-23, 2023



NOTARY PUBLIC [Signature]



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, BENJAMIN LANCASTER, after being first duly sworn, depose and state as follows:

1. I am an employee of TRANE; and,
(Company Name)
2. I do hereby attest that TRANE
(Company Name)

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

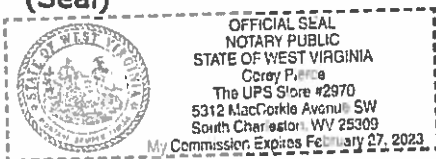
The above statements are sworn to under the penalty of perjury.

Printed Name: BENJAMIN LANCASTER
 Signature: [Handwritten Signature]
 Title: SERVICE ALLT MANAGER
 Company Name: TRANE
 Date: 01-10-~~2019~~²⁰²⁰

Taken, subscribed and sworn to before me this 10th day of Jan, 2020.

By Commission expires 2/27/2023

(Seal)



[Handwritten Signature]
 (Notary Public)