



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](#) | [Clarification Request](#)

Procurement Folder: 1928893

Procurement Type: Central Master Agreement

Vendor ID: VC0000160866

Legal Name: JOHNSON CONTROLS BUILDING SOLUTIONS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 05/18/2026

Response Time: 9:28

Responded By User ID: aprimmer

First Name: Amanda

Last Name: Primmer

Email: amanda.primmer@jci.com

Phone: 380-269-7367

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: HHR2600000001

Published Date: 5/6/26

Close Date: 5/19/26

Close Time: 13:30

Status: Closed

Solicitation Description: CHILLER MAINTENANCE

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1928893
Solicitation Description: CHILLER MAINTENANCE
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-05-19 13:30	SR 0511 ESR05182600000007908	1

VENDOR
 VC0000160866
 JOHNSON CONTROLS BUILDING SOLUTIONS LLC

Solicitation Number: CRFQ 0511 HHR2600000001
Total Bid: 0
Response Date: 2026-05-18
Response Time: 09:28:04
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor 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	Chiller Maintenance	0.00000	HOUR	44140.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72151003			

Commodity Line Comments: Bid pricing breakdown on page 10 of attachment

Extended Description:

Pricing must be included on attached Exhibit D Pricing Page



Vendor Name: Johnson Controls Building Solutions, LLC.

Buyer: Crystal Huestead

Solicitation No: CRFQ 0511 HHR2600000001

Bid Opening Date: 05/19/2026

Bid opening time: 1:30 PM

Fax Number: 304-558-3970



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1928893		Reason for Modification:	
Doc Description: CHILLER MAINTENANCE		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-06	2026-05-19 13:30	CRFQ 0511 HHR2600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VC1000160866
 Vendor Name: Johnson Controls Building Solutions
 Address: 108 craddock Way Suite 7
 Street :
 City: Poca
 State: WV Country: WSA Zip: 25159
 Principal Contact: Daniel Lester
 Vendor Contact Phone: 681.519.5193 Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor
 Signature X

FEIN# 98-1647226

DATE 5.12.26

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

ADDITIONAL INFORMATION

Addendum No. 1 issued for the following -

1. To provide the pre-bid sign-in sheets from the mandatory meeting held on 04/29/2026. See attachment.
2. To provide response to the vendor question. See Attachment A.
3. The bid opening remains on 05/19/2026 at 1:30 pm EST.

No other changes.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Chiller Maintenance	0,00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
72151003			

Extended Description:

Pricing must be included on attached Exhibit D Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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SOLICITATION NUMBER: CRFQ HHR2600000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide the pre-bid sign-in sheets from the mandatory meeting held on 04/29/2026. See attachment.
2. To provide response to the vendor question. See Attachment A.
3. The bid opening remains on 05/19/2026 at 1:30 pm EST.

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

Terms and Conditions:

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

CRFQ HHR2600000001 – ADDENDUM NO. 1

ATTACHMENT A

QUESTION:

Q1: QUESTION 1: Under Exhibit A – Preventative Maintenance, will the contractor be able to bill using the parts multiplier for motors, fans, blowers, controllers, relays, valves, control wiring, etc. that may be discovered faulty during the monthly PM? The contractor understands belts, grease, & lubricants must be included in the monthly cost.

A1: Please see Section 3.2.2 of the specifications. It states that the vendor will be compensated through a monthly fee for preventative maintenance and any cost for the parts relating to preventative maintenance is to be included in the monthly maintenance fee.

OTHER INFORMATION:

1. The bid opening remains on 05/19/2026 at 1:30 pm EST.



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: CRFQ 0511 HHR26*01
 Date of Pre-Bid Meeting: 4/29/26
 Location of Pre-Bid Meeting: Bldg 36 CR104
 Mandatory Not Mandatory

PLEASE NOTE:

- Vendors must sign in on this sheet to verify attendance at the pre-bid conference meeting.
- Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
- For further verification, please provide a business card, if possible.

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Daniel Lester	Johnson Controls	108 Crookedback Way Suite 7 Pocahontas, WV 25159	(681) 519-5193	daniel.lester@jci.com
Craig Richards	DSD Mechanical	515 3rd Ave 25303 South Charleston WV	(304) 767-5046	CRichards@dso mech.com
Lewis Michael	Casto Technical Services	540 Leon Sullivan way Charleston WV 25305	304-346-0549	lmichael@castotech.com
Althea Greenhowe	OSA Purchasing			
Sibanna Walker	OSA operations			
Cathy Thomas	CSA			gary.A.Thomas@WV.gov get
Ron Adkins	OSA OPERATIONS			Ron.Adkins@WV.gov



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: CEFG 0511 HHR26#01
 Date of Pre-Bid Meeting: 4/29/26
 Location of Pre-Bid Meeting: Bldg 34 - CE104
 Mandatory Not Mandatory

PLEASE NOTE:

- Vendors must sign in on this sheet to verify attendance at the pre-bid conference meeting.
- Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
- For further verification, please provide a business card, if possible.

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Catherine Stephenson	Catherine OSA Purchasing Stephenson			Catherine.e.stephenson@wv.gov

Page 3 of 3

Daniel Lester

HVAC Truck Based Service Manager

Cell: 681.519.5193

daniel.lester@jci.com



108 Craddock Way, Suit

Poca, WV 25

Service Calls: 1.866.300.76

DSO Mechanical LLC

Craig Richards

Estimator

515 3rd Avenue

PO Box 8482

South Charleston, WV 25303

Phone (304) 744-847

Fax (304) 744-849

Cell (304) 767-504

crichards@dsomech.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HHR2600000001

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.

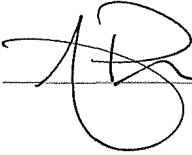
Addendum Numbers Received:

(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 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.

Johnson Controls Building Solutions
Company


Authorized Signature

5.12.26
Date

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

**REQUEST FOR QUOTATION
CRFQ 0511 HHR260000001
Chiller Maintenance**

EXHIBIT D - PRICING PAGES

Preventive Maintenance:

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>420</u>	x	12	=	\$ <u>5040</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>127</u>	x	200	=	\$ <u>25,400</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>13%</u>	=	\$ <u>11,300</u>

Freeze Protection:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>127</u>	x	10	=	\$ <u>1270</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$1,000.00	x	<u>13%</u>	=	\$ <u>1,130</u>

Total Cost * \$ 44,140

* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products; that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name: Johnson Controls Building Solutions

By: _____

By:  _____

Printed Name: _____

Printed Name: Amanda Primmer

Title: _____

Title: Service Sales Rep

Date: _____

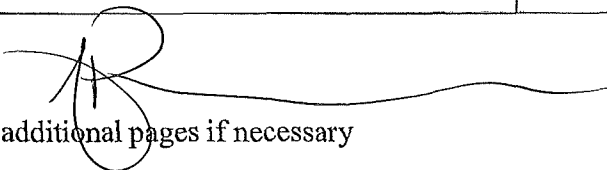
Date: 5.12.26

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Johnson Controls Building Solutions

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.
NONE	


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.

(Printed Name and Title) Daniel Lester, Truck Based Service Manager

(Address) 108 Craddock Way Suite 7, Poce, WV 25159

(Phone Number) / (Fax Number) 681.519.5193

(email address) daniel.lester@jci.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Johnson Controls Building Solutions
(Company)

[Signature]
(Signature of Authorized Representative)

Amanda Primmer, Service Sales Rep 5.12.26
(Printed Name and Title of Authorized Representative) (Date)

380.269.7367
(Phone Number) (Fax Number)

amanda.primmer@jci.com
(Email Address)

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: CRFO 0511 HHR 26 0000001

Contract Purpose: Chiller Maintenance

Agency Requesting Work: Health + Human Resources

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: Johnson Controls Building Solutions

Vendor Telephone: 380.269.7367

Vendor Address: 108 Crabdock Way Suite 7
Pocahontas, WV 25159

Vendor Fax: _____

Vendor E-Mail: smands.primmer@jci.com



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

I, Amanda Pimmer, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Johnson Controls Building Solutions; and,
(Company Name)
- 2. I do hereby attest that Johnson Controls Building Solutions
(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: Amanda Pimmer
 Signature: [Handwritten Signature]
 Title: Service Sales Rep
 Company Name: Johnson Controls Building Solutions
 Date: 5.12.26

STATE OF WEST VIRGINIA,

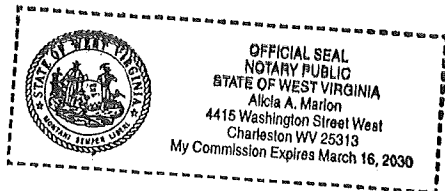
COUNTY OF PUTNAM, TO-WIT:

Taken, subscribed and sworn to before me this 12 day of MAY, 2026.

By Commission expires 3/13/2030

(Seal)

[Handwritten Signature]
 (Notary Public)



Johnson Controls

Drug and Alcohol Testing Policy

September 1, 2017

1 Purpose

This policy expresses our commitment and the processes related to maintaining a drug and alcohol free work environment.

2 Scope

This policy applies to all salaried and hourly employees, contingent workers and suppliers working in any Johnson Controls location in the United States including Joint Ventures where Johnson Controls is the majority owner. To the extent this policy (including any testing requirements) conflicts with federal, state, provincial, or local law, the Company will apply the policy in accordance with such laws. The policy will not apply where union contracts may prevent.

3 Policy Statement

Johnson Controls is committed to providing a safe work environment, one that is free of drug and alcohol use and the adverse consequences of such use. We expect our employees to recognize this commitment and understand that remaining free from the harmful effects of drug and alcohol use at work is a condition of continued employment.

We further expect our colleagues providing services on our behalf at any of our facilities to recognize this commitment and to ensure that they institute comparable policies for their employees who perform work on behalf of Johnson Controls, including the obligation that their employees remain free from the harmful effects of drug and alcohol use while at work.

Poor job performance, inappropriate behavior, or violation of Company policy (including this policy), whether due to drug or alcohol use or not, may lead to disciplinary action up to and including immediate termination.

Assistance to all employees for the treatment of drug and alcohol abuse is available through the Employee Assistance Program (EAP). Employee participation in EAP does not place an employee's employment in jeopardy. Employees are encouraged to voluntarily undertake a treatment program *before* any incident or misconduct occurs which could lead to disciplinary action.

3.1 Use, Sale and Possession

In keeping with Johnson Controls' objective of a work place that is free of drug and alcohol use, Employees will be subject to disciplinary action, up to and including discharge, for violations of the following rules:

- 1) Using, selling, offering to sell, manufacturing, distributing or possessing any illegal or controlled substance or those that cause mind or mood alterations



while on the job or on Company-owned or leased property (including vehicles). Any illegal substances found on Johnson Controls property, including Company-owned or leased vehicles, may be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

- 2) Using, selling, distributing or possessing alcohol on any Company-owned or leased property (including vehicles), unless specifically authorized by a Senior Company official.
- 3) Reporting to work or working while under the influence of alcohol. "Under the influence of alcohol", for the purposes of this Policy, means a blood alcohol concentration of .02 (grams per 100 ml) or equivalent.
- 4) Reporting to work or working with any amount of an illegal or controlled substance in the employee's system, except pursuant to a valid, current prescription provided that the substance in question doesn't cause any type of impairment.
- 5) Using illegal or controlled substances while off-duty - if the employee's off-duty use results in the presence of a detectable level of such illegal or controlled substances in the employee's system after an employee reports to work. It will also be considered a violation of this policy if an employee tests positive for illegal or controlled substances on any drug test that is administered pursuant to applicable government regulations (e.g., DOT physical exams) even if such test is taken on an employee's day off. In addition, arrest or conviction for off-the-job use may be considered a violation of this policy depending on the circumstances as determined by the company.

3.2 Searches

Johnson Controls reserves the right to conduct searches of employee lockers, desks, vehicles or personal effects such as purses, packages, brief cases and lunch boxes brought onto Company property (including vehicles). Employees should have no expectation of privacy in any of these items or areas that are on Company-owned or leased property (including vehicles).

3.3 Prescription Medicines

Nothing in this policy prohibits the authorized use of prescription medication that is legally prescribed by a licensed health care professional. However, the employee must discuss with his/her health care professional any mind or mood-altering effects that medication may have or any effects it may have on the employee's ability to safely perform his/her job duties and responsibilities. In seeking such guidance, the employee must accurately describe for his or her physician the nature of his or her work and working environment. Upon reporting to work and before commencing any of his or her duties, the Employee must inform his or her supervisor of any work restrictions or safety risks, and request temporary accommodation if required.

3.4 Substance Testing

Employees and applicants for employment may be required to submit to substance testing to determine the presence of illegal or controlled substances or alcohol within their systems. Johnson Controls shall determine the appropriate method for such testing, which may include, but is not limited to, urine, breath, saliva, hair follicle tests, or any other recognized valid and reliable testing procedures.

Testing for illegal or controlled substances and alcohol may be required under the following circumstances:

a) Pre-Employment

As a condition of employment in United States and Mexico (at the time of hire, but before placement). Applicants are expected to complete the drug screen within 3 business days of receiving drug test instructions. Applicants who test positive will have their offer of employment withdrawn. This includes all employment and re-employment, whether for temporary; including interns, part-time, or regular full-time positions. Applicants rejected because of a positive test may reapply after six months.

b) After the following type of accidents

i) Post Incident Reportable Injuries:

An incident involving a reportable injury, near-miss situations, or no injury at all when the Company determines that there is reason to believe the Employee may have been negligent or otherwise may have been at fault (in whole or in part) in causing the incident. A reportable injury is one that involves medical treatment (other than first aid), a loss of consciousness, and restriction of work or motion, requires transfer to another job, or results in lost time.

ii) Incidents while operating equipment or vehicles:

A workplace or work time accident or near miss accident involving equipment when the Company determines that there is reason to believe the Employee may have been negligent or otherwise may have been at fault (in whole or in part) in causing the accident.

This section of the policy also applies to drivers of any Company-owned or leased cars, trucks or powered pieces of equipment, such as forklifts. It also applies to anyone receiving a car allowance for an owned, leased or rented vehicle, which is used for Company business.

iii) Property damage:

An accident that causes damage to Company property, leased property, and employee or customer property, including, but not limited to, products, physical plants and vehicles when the Company determines that there is reason to believe the employee may have been negligent or otherwise may have been at fault (in whole or in part) in causing the property damage.

c) For Cause/Reasonable Cause

If the Company has a reasonable suspicion to believe this policy is being violated. The decision to request a test will be made on factors such as, but not limited to, an employee's speech, erratic or disruptive behavior, appearance, motor skills, smell, and performance of job duties or an admission. The Company may base its determination of reasonable suspicion on any source of information it deems appropriate including information from, but not limited to, co-workers, supervisors, and customers.

d) Government or Customer Requirements

As may be required by federal, state, provincial or local laws, or in order to meet or comply with legally valid client/customer requirements.

An employee submitting to a test for illegal or controlled substances or alcohol under this policy, shall have the right to request a second test within five days of being notified of a positive test result. The employee may have the second test done on the original sample at any approved laboratory. The second test shall be at the employee's expense. A qualified medical doctor or professional will determine which test result is correct in the event of different results.

3.5 Disciplinary Action

A positive test may result in termination of employment or discipline such as a probation period with random testing.

- 1) A violation by an employee of any part of this policy may result in disciplinary action, up to and including discharge, even for a first offense.
- 2) In the event an employee is suspended pending results of a test, and the results are negative, the employee will receive pay for time off provided the incident, which triggered the test, does not separately warrant a disciplinary suspension.
- 3) An employee's refusal to submit to, or facilitate searches of, the employee's locker, desk, vehicles or personal effects such as purses, packages, brief cases and lunch boxes may result in disciplinary action, up to and including discharge.
- 4) An employee's refusal to submit to a test when requested to do so will be considered insubordination and may result in disciplinary action, up to and including discharge.
- 5) Any attempt to obtain false or misleading results, including failing to appear for a scheduled test, postponing or rescheduling a test without approval of an appropriate manager, or submitting an adulterated or false sample, shall be considered fraudulent behavior and have the same effect as refusing to consent to the test.

3.6 Criminal Convictions

All employees must report any criminal convictions to the Human Resources Department for drug-related activities in the workplace no later than five (5) days after the incident. Any employee who reports such an incident will be required to satisfactorily participate in a drug abuse rehabilitation program, where required by law, or be subject to the full range of disciplinary actions, up to and including discharge. Failure to report any such convictions will result in termination of employment.

4 Implementation, Compliance and Exceptions

Any breach of this policy may result in disciplinary action up to and including immediate termination of employment for cause, without notice or other entitlement. Exceptions to this policy may be requested via the HR Process and Policy Exception Process and must be approved by the Group Human Resources Vice President.

5 Definitions

Term / Acronym	Definition
“Drugs” or “controlled substance”	As used in this policy, refers to alcoholic beverages and any substance or narcotic taken or possessed not under the supervision of a licensed health care professional including, but not limited to, marijuana, cocaine, crack, PCP, heroin, hallucinogens, amphetamines, depressants and barbiturates. It also includes prescription and over-the-counter medications which are being used illegally, or other than as prescribed, and inhalants, such as glue and nitrous oxide.

6 References

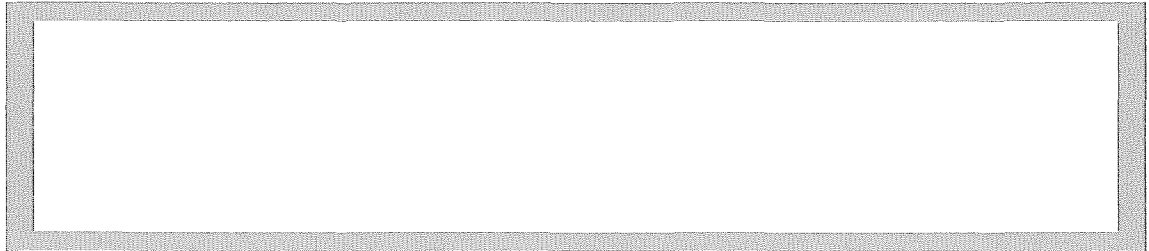
- Drug-Free Environment Policy

7 Document Revision History

Version	Date	Description of Changes
1.0	September 1, 2017	
2.0		July 2018

Document owner: Talent Acquisition COE

Collection Site Detail



Status Active

Vital Information

Site Code WV13B
Site Name Reliant Drug Test Solutions
Agreement Date 11/12/2019
Online Alcohol No
Physical Address 3400-B Teays Valley Road
Hurricane, WV
25526
United States of America

[View Map](#)

Communication Information

Main Phone 304-397-6551
Main Fax 304-397-6552
After Hours Phone
Site Email Address
Appointments for Drug Testing Preferred
Appointments for Occ Med Not Required
US Time Zone US Eastern

Day/Hours of Operation Mon-Thu: 8:00am-5:00pm Fri: 8:00am-1:00pm

Facility Offerings Available

CRL eCCF
DOT eCCF
Mobile
On Call 24/7
Psychemedics eCCF
Quest eCCF

Respirator Fit Masks Supported

No results found

Services

Drug Testing

Onsite Services

Service	Standard Price	Service	Standard Price
Alcohol Confirmation	\$25.00	After Hour Service Fee	\$150.00
Direct Observed	\$0.00	Mileage	\$0.60
DOT EBT Alcohol Screen	\$50.00	On-Site Service Fee	\$50.00
DOT Urine Collection Only	\$43.00		
EBT Alcohol Screen	\$50.00		
Hair - Omega	\$43.00		
Hair - Psychemedics	\$43.00		
Hair - Quest	\$43.00		
Non-DOT Kit Urine Collection Only	\$25.00		



DISA, Inc. 2025 Anti-Drug/Alcohol Program Statistics

Organized by Client

Client: 18488 - Johnson Controls, Inc.

DCCHA Consortium Policy-Johnson Controls, Inc. - Johnson Controls, Inc.

COVERED EMPLOYEES

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Q1</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Q2</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Q3</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Q4</u>	<u>Total</u>
7	7	7	7	7	8	10	9	10	10	11	11	10	9	9	10	9

DRUG TESTING SUMMARY

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Q1</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Q2</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Q3</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Q4</u>	<u>Total</u>
Total Specimens Collected	0	0	1	1	1	2	1	4	1	2	1	4	2	1	0	3	12
Specimens Verified Negative	0	0	1	1	1	2	1	4	1	2	1	4	2	1	0	3	12
Specimens Verified Positive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Specimens Cancelled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Refusal To Test (Client/Clinic Reported)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Refusal Substituted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Refusal Adulterated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overall Drug Positivity Rate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Specimens Verified Positive for More Than 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent Random Drug Tested (marked on fr	0	0	14.3	14.3	0	0	0	0	10	10	9.1	27.3	0	11.1	0	10	55.6
Percent Random Drug Tested (DISA selecte	0	0	14.3	14.3	0	0	0	0	10	10	9.1	27.3	0	11.1	0	10	55.6



DISA, Inc. 2025 Anti-Drug/Alcohol Program Statistics

Organized by Client

Client: 18488 - Johnson Controls, Inc.

DCCHA Consortium Policy-Johnson Controls, Inc. - Johnson Controls, Inc.

TOTAL NUMBER OF DRUG TESTS BY TYPE

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Q1</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Q2</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Q3</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Q4</u>	<u>Total</u>
Pre-Employment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Post Accident	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Random (marked on form)	0	0	1	1	0	0	0	0	1	1	1	3	0	1	0	1	5
Random (DISA selected)	0	0	1	1	0	0	0	0	1	1	1	3	0	1	0	1	5
Periodic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reasonable Cause	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Return To Duty	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Follow Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
Pre-Access	0	0	0	0	1	2	1	4	0	1	0	1	0	0	0	0	5

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Johnson Controls Building Solutions

Authorized Signature: [Signature] Date: 5.12.26

State of WV

County of PUTNAM, to-wit:

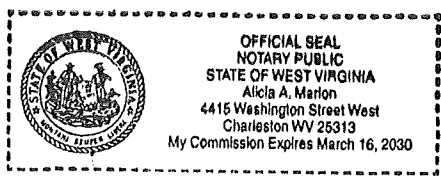
Taken, subscribed, and sworn to before me this 12 day of MAY, 2026

My Commission expires 3/16, 2030

AFFIX SEAL HERE

NOTARY PUBLIC Alicia A. Marion

Purchasing Affidavit (Revised 07/01/2012)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Johnson Controls Building Solutions LLC
of Poca, West Virginia, as Principal, and Liberty Mutual Insurance Company
of Boston, Massachusetts, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Chiller Maintenance on a TRANE Series R Helical Rotary Chiller, Model RTAC 2504, located on the roof of Building 36

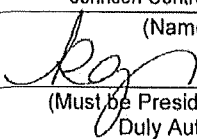
NOW THEREFORE,

- (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.

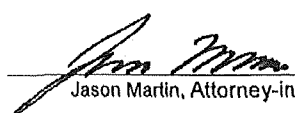
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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 14th day of May, 2026.

Principal Seal

Johnson Controls Building Solutions LLC
(Name of Principal)
By 
(Must be President, Vice President, or Duly Authorized Agent)
Katie Gingras, Attorney-In-Fact
(Title)

Surety Seal

Liberty Mutual Insurance Company
(Name of Surety)

Jason Martin, Attorney-in-Fact

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.



DELEGATION OF AUTHORITY

The undersigned, Authorized Signatory of Johnson Controls Building Solutions LLC, a Delaware limited liability company (the "Company"), pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on May 15, 2025, hereby authorizes:

Katie Gingras
of
Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force unless revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 14th day of May 2026

A handwritten signature in cursive script, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol, Authorized Signatory



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8215806 - 985949

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Steinfeldt, Ashley Alexis, Chad Warren Johnson, Danielle M. Bechard, Doritza Mojica, Emma Pulley, Haley Pulley, Jason Martin, Jonathan Gleason, Kaden Tate, Katelyn Gingras, Kyle Williams, Liam Russell, Malerie Janet Williams, Michael DiPiro, Michelle Anne McMahon, Stacyann Morrison

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HCS.R@libertymutual.com.



Telephone: +1 816 552-7295
Website: wtwco.com
E-mail: wendy.lewis@wtwco.com

May 14, 2026

Johnson Controls
Attn: Amanda
108 Craddock Way Suite 7,
Poca, WV 25159

**RE: Obligee: State of West Virginia
Bid Bond for: Chiller Maintenance on a TRANE Series R Helical Rotary Chiller, Model
RTAC 2504, located on the roof of Building 36
Date: 05/19/2026**

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and sealed with the corporate seal, if applicable. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Wendy Lewis

Willis Towers Watson Northeast, Inc.
2010 Main Street, Suite 1050
Irvine, CA 92614