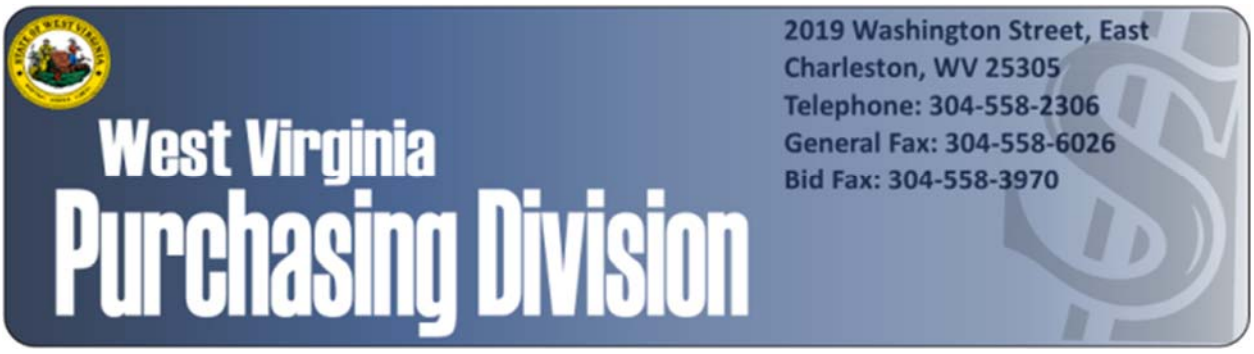

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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: 1786472
Procurement Type: Central Master Agreement
Vendor ID: 000000182539
Legal Name: JOHNSON CONTROLS INC
Alias/DBA:
Total Bid: $39,824.00
Response Date: 11/12/2025
Response Time: 9:09
Responded By User ID: JosephZegeer
First Name: Joseph
Last Name: Zegeer
Email: josephzegeer@jci.com
Phone: 304-377-4217

SO Doc Code: CRFQ
SO Dept: 0802
SO Doc ID: DMV2600000006
Published Date: 10/29/25
Close Date: 11/12/25
Close Time: 13:30
Status: Closed
Solicitation Description: RFQ for HVAC Maintenance
Beckley Regional Office
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:	1786472
Solicitation Description:	RFQ for HVAC Maintenance Beckley Regional Office
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-11-12 13:30	SR 0802 ESR11122500000003086	1

VENDOR

000000182539
JOHNSON CONTROLS INC

Solicitation Number: CRFQ 0802 DMV2600000006

Total Bid: 39824 **Response Date:** 2025-11-12 **Response Time:** 09:09:20

Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@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	Preventive Maintenance Monthly Charge				3424.00

Comm Code	Manufacturer	Specification	Model #
40100000			

Commodity Line Comments:

Extended Description:

Preventive Maintenance
Monthly Charge

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Corrective Maintenance Hourly Labor Rate				25400.00

Comm Code	Manufacturer	Specification	Model #
40100000			

Commodity Line Comments:

Extended Description:

Corrective Maintenance
Hourly Labor Rate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Replacement Parts Cost				11000.00

Comm Code	Manufacturer	Specification	Model #
40100000			

Commodity Line Comments:

Extended Description:

Replacement Parts Cost

	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:	1786472	**Reason for Modification:**
Doc Description:	RFQ for HVAC Maintenance Beckley Regional Office	
Proc Type:	Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2025-10-29	2025-11-12 13:30	CRFQ 0802 DMV2600000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X FEIN# 39-6038001O DATE 11/11/25

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

ADDITIONAL INFORMATION
REQUEST FOR QUOTATION: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Motor Vehicles to establish an open-end contract for HVAC Maintenance at the West Virginia Division of Motor Vehicles Beckley Regional Office. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200 CHARLESTON US	WV	DIVISION OF MOTOR VEHICLES BECKLEY DMV 107 PINCREST DR BECKLEY US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	See pricing pg			

Comm Code	Manufacturer	Specification	Model #
40100000			

Extended Description:
Preventive Maintenance
Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200 CHARLESTON US	WV	DIVISION OF MOTOR VEHICLES BECKLEY DMV 107 PINCREST DR BECKLEY US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	See pricing pg			

Comm Code	Manufacturer	Specification	Model #
40100000			

Extended Description:
Corrective Maintenance
Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200 CHARLESTON US	WV	DIVISION OF MOTOR VEHICLES BECKLEY DMV 107 PINCREST DR BECKLEY US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Replacement Parts Cost	See pricing PG			

Comm Code	Manufacturer	Specification	Model #
40100000			

Extended Description:
Replacement Parts Cost

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-11-04

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
CRQM DMV2600000004 HVAC Maintenance
Beckley Regional Office

EXHIBIT C - PRICING PAGES

Preventive Maintenance:

Monthly Charge	x	12 months	=	Total Yearly Charge
$ $285.33	x	12	=	$ $3,424.00

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
$ $127.00	x	200	=	$ $25,400

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
$10,000.00	x	1.10	=	$ $11,000

Total Cost * $ $39,824.00

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

Agency West Virginia Division of Motor Vehicles
REQ.P.O# CRFQ 0802 DMV2600000005

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Johnson Controls, Inc. of Poca, WV, as Principal, and Liberty Mutual Insurance Company of Boston, MA, 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 HVAC Maintenance Summersville Regional Office, No. CRFQ 0802 DMV2600000005

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 10th day of November, 20 25.

Principal Seal

Johnson Controls, Inc.
(Name of Principal)
By
(Must be President, Vice President, or Duly Authorized Agent)
Kaden Tate, Attorney-In-Fact
(Title)

Surety Seal

Liberty Mutual Insurance Company
(Name of Surety)

Ashley Alexis 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.

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on July 17, 2025, hereby authorizes:

Kaden Tate
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 10th day of November 20 25

Craig Bartol, Authorized Signatory

POWER OF ATTORNEY

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

Certificate No: **8214943 – 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, Ashley Alexis; Danielle M. Bechard; Jonathan Gleason; Chad Warren Johnson; Michelle Anne McMahon; Doritza Mojica; Kyle Williams; Malerie Janet Williams; Connor Wolpert

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, any and all 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 22nd day of October, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of October, 2025 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 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
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 10th day of November, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

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

November 10, 2025

Johnson Controls, Inc.
Joseph Zegeer
123 Timberlake Circle
Scott Depot, WV 25560

RE: **Obligee: State of West Virginia**
Bid Bond for: HVAC Maintenance Summersville Regional Office, No. CRFQ 0802
DMV2600000005
Date: 11/12/2025

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2025

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 have ADDITIONAL INSURED provisions or 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 USA Inc.
540 West Madison Street
Suite 1200
Chicago, IL 60661

CONTACT NAME: Chad Mannella
PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): (212) 948-5167
E-MAIL ADDRESS: JCI.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	OLD REPUBLIC INSURANCE CO	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Johnson Controls US Holdings, Inc.
Johnson Controls, Inc.
Johnson Controls Fire Protections LP
Johnson Controls Security Solutions LLC (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			MWZY 313947 25	10/01/2025	10/01/2026	EACH OCCURENCE	$1,000,000
	☐ CLAIMS MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person)	$50,000
	☒ XCU Included						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	INC IN GEN AGG
	☐ OTHER							
A	AUTOMOBILE LIABILITY			MWTB 313946-25 (Excludes NH)	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
A	☒ ANY AUTO			MWTB 313949-25 (Primary NH $250k)	10/01/2025	10/01/2026	BODILY INJURY (Per person)	
A	☐ OWNED AUTOS ONLY			MWZX 313950-25 (Excess NH $750K)	10/01/2025	10/01/2026	BODILY INJURY (Per accident)	
	☐ SCHEDULED AUTOS ONLY			Excess NH Auto is follow form to			PROPERTY DAMAGE (Per accident)	
	☐ HIRED AUTOS ONLY			Primary NH Auto				
	☐ NON-OWNED AUTOS ONLY							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		MWC 313943 25 (AOS – See Pg 2)	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N			MWXS 313944 25 (OH & WA)	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

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
of Marsh USA Inc.
by Julie Nelsen

Julie Nelsen

AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A
Name of Additional Insured Person(s) or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:
As required by contract.

POLICY ENDORSEMENT A2
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   The insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements

AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP. Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:

Named Insureds include: Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

RFQ No. CRQM DMV2600000004

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Johnson Controls, Inc

Authorized Signature: _____ Date: 11/11/2025

State of WV

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 11 day of Nov, 2025

My Commission expires 3/16, 2030

AFFIX SEAL HERE

NOTARY PUBLIC _____

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Alicia A. Marion
4415 Washington Street West
Charleston WV 25313
My Commission Expires March 16, 2030

WV-73
Approved / April 30, 2020

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

I, Joseph Zegeer, after being first duly sworn, depose and state as follows:

1. I am an employee of Johnson Controls, Inc.; and,
(Company Name)

2. I do hereby attest that Johnson Controls, Inc.
(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: Joseph Zegeer

Signature: _____

Title: HVAC Service Rep.

Company Name: Johnson Controls, Inc.

Date: 11/11/2025

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 11 day of Nov, 2025.

By Commission expires 3/16/2030

(Seal)

Alicia A. Marion
(Notary Public)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Alicia A. Marion
4415 Washington Street West
Charleston WV 25313
My Commission Expires March 16, 2030

Rev. July 7, 2017

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Johnson Controls, 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

Revised 8/24/2023

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

(Address) 108 Craddock Way, Poca, WV 25159

(Phone Number) / (Fax Number) 304-755-4353

(email address) daniel.lester@jci.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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, Inc.
(Company)

(Signature of Authorized Representative)

Joseph Zeger, HVAC Service Rep, 11/11/25
(Printed Name and Title of Authorized Representative) (Date)

304-377-4817
(Phone Number) (Fax Number)

(Email Address)

WV-96
1/1/2019

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

    Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

    Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____	Vendor: Johnson Controls
By: _____	By: Chris Remington
Printed Name: _____	Printed Name: Chris Remington
Title: _____	Title: HVAC Sales Manager
Date: _____	Date: 11/11/2025