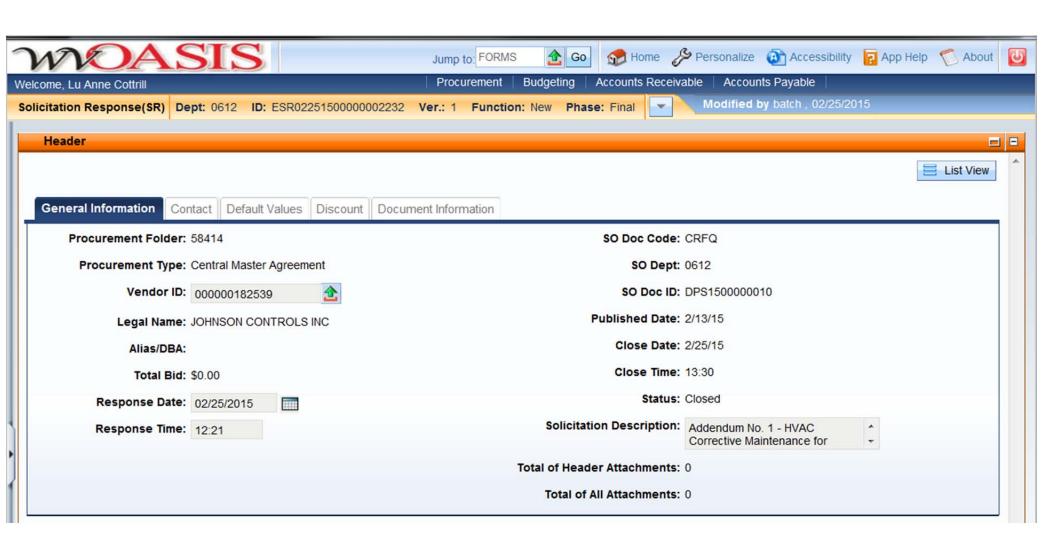


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





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

## State Of West Virginia Solicitation Response

Proc Folder: 58414

Solicitation Description: Addendum No. 1 - HVAC Corrective Maintenance for WVSP

**Proc Type**: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-02-25	SR 0612 ESR02251500000002232	1
	13:30:00		

#### VENDOR

000000182539

JOHNSON CONTROLS INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HVAC Corrective Maintenance - see attached specifications	0.00000	LS	\$200,212.50	

Comm Code	Manufacturer	Specification	Model #	
72151200				

Extended Description :

Addendum No. 1 - Responses to vendor questions attached. The bid opening remains on 02/25/2015 at 1:30 pm. See attached pages.

THE WV PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE HVAC CORRECTIVE MAINTENANCE FOR SIX (6) TROOP LOCATIONS



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 33 — Service - Misc

Proc Folder: 58414

Doc Description: HVAC Corrective Maintenance for Troop locations for WVSP

Proc Type: Central Master Agreement

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

**CHARLESTON** 

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Johnson contact) inc 4132 Flust Auc Withou wu 25143 304-755-4357 WV003182

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov

Signature X Hay gran

FEIN# 39-03 400 10

DATE 2/25/15

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

INVOICE TO		SHIPTO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	<u>-</u>
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Corrective Maintenance - see attached specifications	0.00000	LS		

Comm Code	Manufacturer	Specification	Model#	
72151200	***************************************			

#### Extended Description:

THE WV PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE HVAC CORRECTIVE MAINTENANCE FOR SIX (6) TROOP LOCATIONS THROUGHOUT THE STATE OF WV, PER THE ATTACHED SPECIFICATIONS.

HVAC Corrective Maintenance - see attached specifications

	Document Phase	Document Description	Page 3
DPS1500000010	Final	HVAC Corrective Maintenance fo r Troop	of 3
		locations for WVSP	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	4 149.50	H 14,950.00
3.1.1	Basic - Helper Rate	Hour	75	N/A	
3.1.1	Basic - Laborer Rate	Hour	75	NIA	
3.1.1	Overtime Technician Rate	Hour	50	51 224,25	bl 11,212,5º
3.1.1	Overtime Helper Rate	Hour	25	NIA	
3.1.1	Overtime Laborer Rate	Hour	25	N/A	
3.1.1	Holiday Technician Rate	Hour	50	51 299.00	\$1 14,950.00
3.1.1	Holiday Helper Rate	Hour	25	N/A	
3.1.1	Holiday Laborer Rate	Hour	25	NIA	
3.1.1	Truck charges - per round trip	Each	10	D 35	8 350.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	25 %	\$ 6,250.00

OVERALL COST: #	47,712,50

Name: John son Controls Inc	wv003182
Address: 4132 Finst Aux	
Kitue wv 25143	
Phone No.: 304-755-4353	
Fax No.: 304-755-0765	
Email Address: Hanny B. Mig @ Jel, com	
Authorized Signature 2	

#### NOTES:

- \* Quantities are estimated for bid evaluation purposes only.
- \*\* Estimated cost for bid evaluation purposes only.
- \*\*\* Enter a Unit Price of zero (0) if item will be provided at no cost enter N/B if the item is not being bid or provided.



Labor Quote Item#	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100		
3.1.1	Basic - Helper Rate	Hour	75		
3.1.1	Basic - Laborer Rate	Hour	75		
3.1.1	Overtime Technician Rate	Hour	50		
3.1.1	Overtime Helper Rate	Hour	25		
3.1.1	Overtime Laborer Rate	Hour	25		
3.1.1	Holiday Technician Rate	Hour	50		
3.1.1	Holiday Helper Rate	Hour	25		
3.1.1	Holiday Laborer Rate	Hour	25		
3.1.1	Truck charges - per round trip	Each	10		

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	%	

OVERALL COST:	

Bidder/Vei	ndor Information:	
	Name:	
	Address:	
	Phone No.:	
	Fax No.:	
	Email Address:	
	Authorized Signature	

#### NOTES:

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- \*\* Estimated cost for bid evaluation purposes only.
- \*\*\* Enter a Unit Price of zero (0) if item will be provided at no cost enter N/B if the item is not being bid or provided.

Labor Quote Item#	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$ 125.00	\$ 12,500.
3.1.1	Basic - Helper Rate	Hour	75	N/A	NA
3.1.1	Basic - Laborer Rate	Hour	75	NIA	N/A
3.1.1	Overtime Technician Rate	Hour	50	\$ 187.50	\$1 9,375,00
3.1.1	Overtime Helper Rate	Hour	25	N/A	N/A
3.1.1	Overtime Laborer Rate	Hour	25	N/A	NIA
3.1.1	Holiday Technician Rate	Hour	50	Bl 250.0-	\$ 12,500.
3.1.1	Holiday Helper Rate	Hour	25	N/A	N/A
3.1.1	Holiday Laborer Rate	Hour	25	NIA	NA
3.1.1	Truck charges - per round trip	Each	10	# 25	\$ 250.0

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	25 %	# 6,250.

OVERALL COST:	Ħ	Li n	175 0-	
OVERNEL COST.	H	,	013.	

Name:	Johnson Controls inc	WV003182
Address:	4132 First Ave	
	Notro, WV 25143	
Phone No.:	304-755-4353	
Fax No.:	304 - 755 - 0765	
Email Address:	Hanny , B. Main & JCI , com	
Authorized Sign	nature % 3. man	= x ab 2844 b

#### NOTES:

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Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	B 105,00	# 10,500.00
3.1.1	Basic - Helper Rate	Hour	75	N/A	
3.1.1	Basic - Laborer Rate	Hour	75	NIA	
3.1.1	Overtime Technician Rate	Hour	50	El 157,50	\$ 7,875.°°
3.1.1	Overtime Helper Rate	Hour	25	N/A	
3.1.1	Overtime Laborer Rate	Hour	25	NIA	
3.1.1	Holiday Technician Rate	Hour	50	# 210.00	B 10,500.00
3.1.1	Holiday Helper Rate	Hour	25	NIA	
3.1.1	Holiday Laborer Rate	Hour	25	NIA	
3.1.1	Truck charges - per round trip	Each	10	A 25."	B 250.5

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	25 %	18 6,250.00

		- A SANGER	
OVERALL COST:	8	35,	375.00

Name:	Johnson Controls Inc.	wv003182	
Address:	4132 First Ave		
	Nituo, WV 25143		
Phone No.:	304 - 755 - 4353		
Fax No.:	304 - 755 -0765		
Email Address			
Authorized Sig			

NOTES:

<sup>\*</sup> Quantities are estimated for bid evaluation purposes only.

<sup>\*\*</sup> Estimated cost for bid evaluation purposes only.

<sup>\*\*\*</sup> Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

Labor Quote Item #	Description	Unit of Measure	Estimated Annual  Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	# 105.00	B 10,500.
3.1.1	Basic - Helper Rate	Hour	75	N/A	
3.1.1	Basic - Laborer Rate	Hour	75	NA	
3.1.1	Overtime Technician Rate	Hour	50	A 157,50°	\$ 7,875,00
3.1.1	Overtime Helper Rate	Hour	25	NA	
3.1.1	Overtime Laborer Rate	Hour	25	NIA	
3.1.1	Holiday Technician Rate	Hour	50	B 210.00	U 10,500."
3.1.1	Holiday Helper Rate	Hour	25	NA	
3.1.1	Holiday Laborer Rate	Hour	25	NIA	
3.1.1	Truck charges - per round trip	Each	10	25	\$ 250.°-

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Ar	nount
3.1.5	Parts	\$5,000.00	25 9	B 6,250.	

OVERALL COST:
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Name:	Johnson controls inc	wu	003182
Address:	4132 First Ave		
	Nituo WV 25143		
Phone No.:	304-755-4353		
Fax No.:	304-755-0765		-3.4
Email Addres	S: Havry, B. Main & Jelican		
Authorized S			

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Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$ 125,00	bl 12,500.00
3.1.1	Basic - Helper Rate	Hour	75	N/A	
3.1.1	Basic - Laborer Rate	Hour	75	NA	
3.1.1	Overtime Technician Rate	Hour	50	61 187,50	B 9,375.0°
3.1.1	Overtime Helper Rate	Hour	25	NIA	
3.1.1	Overtime Laborer Rate	Hour	25	NIA	
3.1.1	Holiday Technician Rate	Hour	50	BI 250.00	bl 12,500.00
3.1.1	Holiday Helper Rate	Hour	25	NIA	
3.1.1	Holiday Laborer Rate	Hour	25	NIA	
3.1.1	Truck charges - per round trip	Each	10	Ø 25	18 250.0-

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	25 %	8 6,250.0

OVERALL COST: 4 40,875-0-

idder/Vendor Information: Name:	Johnson Contuols Inc	wv 003182
		0000.3100
Address:	4132 Flust Ave	
	Nituo, wu 2514}	
Phone No.:	304- 755- 4353	
Fax No.:	304-755-0765	
Email Addres	5: Harry . B. Mais & JCI. com	
Authorized S		

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- \* Quantities are estimated for bid evaluation purposes only.
- \*\* Estimated cost for bid evaluation purposes only.
- \*\*\* Enter a Unit Price of zero (0) if item will be provided at no cost enter N/B if the item is not being bid or provided.

#### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.	CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
	Term Contract
	Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1)  year(s).
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.  Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any
	delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
	Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
	One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
	Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

[7] BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of \$500,000.00 or more.
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above. LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division. WV Contractor's License The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above. 9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request. 10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety. 11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of This clause shall in no way be considered exclusive and shall not limit the State or Agency's

The apparent successful Vendor shall also furnish proof of any additional insurance

right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with

- prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing requisitions@wv.gov</u>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

#### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	Johnson	controls	146:
Contractor's License N	No. WV 00	3182	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
  - 2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. Required Information. The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

#### CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

304-755-4353 304-755-0765 Fax 2/25/15

(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA,



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

COUNTY OF Puthon, TO-WIT:				
I, אביין אבים, after being first duly sworn, depose and state as follows:				
1. I am an employee of <u>Johnson contacts</u> ; and, (Company Name)				
2. I do hereby attest that(Company Name)				
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D.				
The above statements are sworn to under the penalty of perjury.				
By: Hay man				
Title: Semoja sale)				
Company Name: Johnsen Contacts 140.				
Date: 2/25/15				
Taken subscribed and sworn to before me this 25 day of Jub , 2015.  OFFICIAL SEAL /  By commission Reverse 1/2, 2017  Ronda L. Wood 24 Valley Addition Poca, WV 25159  My Commission Exp. Oct. 12, 2017  (Notary Public)				

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

### STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

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:

Ronda L. Wood 24 Valley Addition Poca, WV 25159

My Commission Exp. Oct. 12, 2017

Vendor's Name: Johnson Contails	46
Authorized Signature: 94any 9nani	Date:2/15/15
100 4100 1	
State of West (Wrgusus)	
County or futnam, to-wit:	
Taken, subscribed, and sworn to before me this 25 da	ay of <u>teb</u> . 20/5
My Commission expires 12	. 20/7
AFFIX SEAL HERE	NOTARY PUBLIC TO MARKET WAS A
OFFICIAL SEAL STATE OF WEST VIRGINIA	Purchasing Affidavit (Revised 07/01/2012)
NOTARY PUBLIC	



Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA. 19462-1644 Ph. (610) 832-8240

#### **BID BOND**

Bond Number: Bid Bond	
KNOW ALL MEN BY THESE PRESENTS, that we Johns	on Controls, Inc.
5757 North Green Bay Avenue, Milwaukee, WI 5320 and LIBERTY MUTUAL INSURANCE COMPANY, a "Surety"), are held and firmly bound unto State of West	Massachusetts stock insurance company, as surety (the
2019 Washington Street East, Charleston, WV 2530	
the penal sum ofFive Percent of Amount Bid	
for the payment of which sum well and truly to be made, heirs, executors, administrators, successors and assigns,	Dollars (\$), the said Principal and the said Surety, bind ourselves, our jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for: HVAC West Virginia State Police	Corrective M aintenance for Troop Locations for
period be specified, within sixty (60) days after opening, a in accordance with the terms of such bid, and give su contract documents, or in the event of the fallure of the I bonds, if the Principal shall pay to the Obligee the differe the amount specified in said bid and such larger amou another party to perform the work covered by said bid, the in full force and effect. In no event shall the liability hereu PROVIDED AND SUBJECT TO THE CONDITION PREI be submitted in writing by registered mail, to the attent within 120 days of the date of this bond. Any suit unde	CEDENT, that any claim by Obligee under this bond must ion of the Surety Law Department at the address above, r this bond must be instituted before the expiration of one this paragraph are void or prohibited by law, the minimum e jurisdiction of the suit shall apply.
Mucy a Santziet	Johnson Controls, Inc.  (Seal)  Name: Catherine B. Hutson  Title: Attorney-In-Fact
	By: Matthews Attorney-in-Fact (Seal)

Johnson Controls, Inc. 5757 N. Green Bay Avenue Milwaukee, WI 53209



#### **DELEGATION OF AUTHORITY**

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Catherine B. Hutson Hays Companies 1200 N. Mayfair Road, Suite 100 Milwaukee, WI 53226

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Hays Companies by a Company authorized surety 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 and effect for six (6) months from the date of issue.

Signed and sealed at Milwaukee, Wisconsin, this 25

Alex A. Molinaroli, President

day of February

Attest

erome D. Okarma, Secretary

[SFAL]

CORPORATE SEAL

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5168170

any business day.

wer of Attorney call and 4:30 pm EST on

Power

this 00:6

5

validity of between

To confirm the 1-610-832-8240

am

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

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Cathy Hutson; Daniel J. Kwiecinski; Daniel J. Sapiro; Kathleen A. Crary; Lisa M. Slakes; Lucy A. Hantzsch; Tracy K. Matthews; Wendy S.

all of the city of MILWAUKEE , state of WI 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 surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely 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 Altomey has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th \_day of \_February 2014



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

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

David M. Carey, Assistant Secretary

On this 26th day of February , 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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.



**Assistal** Great This so Paytotia Natary Public Psymboth Two Management County My Commission Euglides March 28, 2017

This Power of Altomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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. Surely 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 surely any and all undertakings, bonds, recognizances and other surely 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 David M. Carey, Assistant Secretary to appoint such attorneys infact 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.

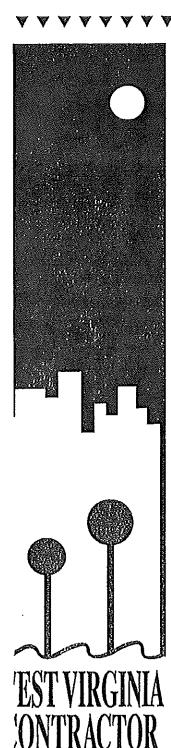
I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohlo Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true 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



Davenport, Assistant Secretary

LMS\_12873\_122013



# CONTRACTOR LICENSE

Authorized by the

### West Virginia Contractor Licensing Board

Number:

WV003182

#### Classification:

HEATING, VENTILATING & COOLING PLUMBING INSTRUMENATION LOW VOLTAGE SYSTEMS

> JOHNSON CONTROLS INC DBA JOHNSON CONTROLS INC SHARED SVC CENTER PO BOX 343, LD33 MILWAUKEE, WI 53201-0343

**Date Issued** 

**Expiration Date** 

SEPTEMBER 03, 2014

SEPTEMBER 03, 2015

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

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





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate noider in neu of st	ion endorsement(s).				
PRODUCER		CONTACT NAME:	Attn: CPU		
Marsh USA Inc.		PHONE: (A/C, No, Ext):	(866) 966-4664	FAX (A-C, No):	(212) 948-5167
411 East Wisconsin Avenue Suite 1300		E-MAX. Adoress:	JCI.CertRequest@ma	rsh.com	
Milwaukee, WI 53202 - 4419			INSURER(S) AFFORDING COVE	RAGE	NAIC#
		INSURER A:	OLD REPUBLIC INSURANCE CO		24147
INSUREO		INSURER B:	ACE AMERICAN INSURANCE CO		22667
Johnson Controls, Inc.		INSURER C:	INDEMNITY INSURANCE CO OF I	NORTH AMERICA	43575
York International Corporation Attn: Corp. Risk Mgmt. X-92		INSURER D:	ACE FIRE UNDERWRITERS CO		20702
P.O. Box 591		INSURER E:	NORTH AMERICA ELITE INSURAL	NCE COMPANY	29700
Milwaukee, WI 53201		INSURER F:			
001/551050	A		DELUCIONA	HUMBED.	

	HICH THIS IE TERMS,
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INST  TYPE OF INSURANCE  ADDI INST  POLICY NUMBER POLICY FEF (MM/DD/YYYY)  GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE  OCCURRENCE  NEW YOUR OF PERSON  MWZY302769  10/01/2014  10/01/2014  EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea OCCUITENCE)  MED EXP (Any one person)  \$ 10,0	HICH THIS IE TERMS,
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INST.  TYPE OF INSURANCE  ADDI. SUBR. WVD  POLICY NUMBER  POLICY EFF. (MM/DD/YYYY)  GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE  OCCUMENT WITH RESPECT TO W.  POLICY ESP. (MM/DD/YYYY)  TO 10/01/2014  10/01/2014  10/01/2015  EACH OCCURENCE DAMAGE TO REINTED PREMISES (Ea occurrence)  PREMISES (Ea occurrence)  S 10,0  MED EXP. (Any one person)  \$ 10,0	HICH THIS IE TERMS,
TYPE OF INSURANCE INSR WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS  A GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE COCCUR  CL	10.000
A COMMERCIAL GENERAL LIABILITY  CLAIMS MADE COCCUR  MWZY302/69  10/01/2014  10/01/2014  DAMAGE TO RENTED PREMISES (Ea occurrence)  \$ 10,0  MED EXP (Any one person)  \$	0.000
PERSONAL A AUY MURT   5 TU, U	00,000
	00,000
	GEN AGG
POLICY PROJECT LOC  AUTOMOBILE LIABILITY  S 5.0	00 000
MANY AUTO	
BOOLY INJURY (Per person) \$ BOOLY INJURY (Per accident) \$	
SCHEDULEO AUTOS  PROPERTY DAMAGE (Per accident)  \$ (Per accident)	
☑ HIRED AUTOS	
NON-OWNED AUTOS	
E VUMBRELLA LIAB OCCUR UMB200025200 10/01/2014 10/01/2015 EACH OCCURRENCE \$ 5,0	00,000
AGGREGATE \$ 5,0	00,000
DED RETENTION \$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N AVA WCUC47324233 (XSWC - OH, WA) 10/01/2014 10/01/2015 WC STATU- OTH- TORY LIMITS OTH- TORY LIMITS OF ER	
B ANY PROPRIETOR/PARTNER/EXECUTIVE N WLRC47324075 (CA & MA) 10/01/2014 10/01/2015 \$ 5,0	000,00
C (Mandatory in NH)  If yes, describe under  WLRC47324117 (AOS)  10/01/2014  10/01/2015  EL DISEASE - EA EMPLOYEE \$ 5,0	00,000
D DESCRIPTION OF OPERATIONS below SCFC47324191 (WI) 10/01/2014 10/01/2015 EL DISEASE - POLICY LIMIT \$ 5,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
JCI Contract Number: JCI Project Name: Customer PO Number:	

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia 2019 Washington Street East Charleston, WV 25305-0130	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.
	in when 5 th river

ACORD 25 (2010/05)

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	AGENCY CUSTOMER ID:	
•	LOC#:	10074

#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc.
POLICY NUMBER		York International Corporation Attn: Corp. Risk Mgmt. X-92
CARRIER	NAIC CODE	P.O. Box 591 Milwaukee, WI 53201
		EFFECTIVE DATE: 10/01/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 (2010/05) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

#### **WORKERS COMPENSATION**

Workers Compensation "AOS" Policy includes coverage for the following states: AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, 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, 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 certificate holder 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 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 Policy Endorsements A2 and A2A, replicated below: 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
  - 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, LESSES OR CONTRACTORS – <u>COMPLETED OPERATIONS</u> – 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".

#### **UMBRELLA/EXCESS LIABILITY**

The Umbrella/Excess Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Umbrella/Excess Liability limit that is required by the written contract, whichever is less. However, if the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

# SOLICITATION NUMBER: CRFQ – DPS1500000010 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1500000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Calegory	pplicable Addendum Categ	ory
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LI	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

#### **Description of Modification to Solicitation:**

- 1. Responses to vendor questions attached.
- 2. The bid opening will remain on 02/25/2015 at 1:30 pm.

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.

# ATTACHMENT A Addendum No. 1 CRFQ – DPS1500000010

#### Questions:

Q1: What does Lump Sum mean in the paperwork?

A1: There was only one commodity line entered into the electronic system for this CRFQ. Since this will be an open-end contract for HVAC service to include corrective and emergency services, per the specifications, Vendors must complete the pricing pages that were attached to the CRFQ. The pricing entered by the vendors on the pricing pages, once the contract has been awarded, will be the prices invoiced to the agency when the services are performed by the vendor.

Q2: Is the time listed in the pricing sheets for on-site only or does it include travel time?

A2: The quantities listed on the pricing pages are estimates and used for evaluation purposes only. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

See Section 7 – Travel in the specifications for more information.

Q3: Do you have an equipment list of any kind that you could provide?

A3: An equipment list is unavailable at this time.

Q4: Can you provide a copy of the current contract?

A4: The agency does not have a current contract in place.

#### **Other Information:**

- 1. The bid opening remains on 02/25/2015 at 1:30 pm.
- 2. No additional questions will be accepted on this CRFQ.

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DPS1500000010

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.

Cneck			Numbers Received:  ox next to each addendum	receive	d)	
	[ ^	<b>1</b>	Addendum No. 1	ſ	]	Addendum No. 6
	<b>[</b>	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	3	Addendum No. 4	[	]	Addendum No. 9
	[	]	Addendum No. 5	I	]	Addendum No. 10
discuss	sior	hel	ld between Vendor's repre	esentativ	es a	on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
						Johnson Contuols Company
				_		Company  9tany  Authorized Signature  2/25/15  Date

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