

State of West Virginia Request for Quotation 09 — Construction

Proc Folder: 294456

Doc Description: Addendum 3-Annual Chiller and Towers Maintenance

Proc Type: Centra! Master Agreement

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2017-02-14
 2017-02-22 13:30:00
 CRFQ
 0211 GSD1700000012
 4

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**LENDOR** 

Vendor Name, Address and Telephone Number:

Trane 2570A Pennsylvania Ave. Charleston, WV 2530Z 304-348-2800

W Furchasing Division

FOR INFORMATION CONTACT THE BUYE	FOR	INF	ORM	ATION	CONT	<b>FACT</b>	THE	BUYE
----------------------------------	-----	-----	-----	-------	------	-------------	-----	------

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

Signature X Kenthal:

FEIN# 25-0900465

DATE 2/14/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFO 621 65 D170000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### 

Addendum Numbers Received:

Addendum No. 5

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Addendum No. 10

Company

Authorized Signature

O2/2/17

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV026978

#### Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
PLUMBING

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

**Date Issued** 

**Expiration Date** 

MAY 16, 2016

MAY 16, 2017

**Authorized Company Signature** 

Chair, West Virginia Contractor

Licensing Board

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



## **Trane References for Centrifugal Chiller Service**

•	Trane performed the annual service on these same chillers and cooling towers being bid in 2015/2016. Please contact Dave Parsons, with the General Services Division, Charleston, WV to verify.
•	Trane currently has 6 centrifugal chillers under a scheduled maintenance agreement at Cabell Huntington Hospital, Huntington, WV. Contact there is Ken Jackson (304-526-2040)
•	Trane currently has 8 chillers, both air cooled and water cooled, under scheduled maintenance agreement at Marshal University, Huntington, WV. Contact there is Tony Crislip (304-696-6241)
•	Trane currently has 2 Trane centrifugal chillers and cooling towers under scheduled maintenance agreement at Laidley Tower, Charleston, WV. Contact there is Steve Smith (304-590-8638)

# 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 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, tine, 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

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 with the exception above.

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: Trane () S Too
Authorized Signature:
State of Virginia
County of hoaroke, to-wit:
Taken, subscribed, and sworn to before me this Htday of February 20 17
My Commission expires July 31
AFFIX SEAL HERET ARY ON NOTARY PUBLIC Puebl Maurders
PUBLIC PUBLIC Purchasing Affidavit (Revised 08/01/2015)
TO A METAL AND A CONTROL OF A C



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

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:
I, Kenny Bolin, after being first duly sworn, depose and state as follows
1. I am an employee of Trane US Inc
2. I do hereby attest that Trane US Inc
(Company Name) maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Kenny Bolin
Signature: Lett Sel.
* PUBLIC 8 ID# 7508944 & Title: Vice President + General Manger
Company Name: Trane US Inc.
Date: 2/14/2017
Taken, subscribed and sworn to before me this 14th day of February 2017
By Commission expires July 31, 2020.
(Seal)  Packel Ufaunders
(Notary Public)  THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY

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.



### **Drug and Alcohol Policy**

Introduction

Ingersoll Rand has a responsibility to its employees, business visitors, and customers to provide a safe, secure and efficient working environment. Drug and alcohol use or abuse can seriously endanger safety and undermine our commitment to quality and operational excellence. The Company also has a legal commitment and duty to abide by the provisions of the U.S. Drug-Free Workplace Act of 1988 and a commitment in our Code of Conduct to provide a drug and alcohol-free workplace.

#### Scope

This policy applies to all U.S. salaried and non-union hourly employees.

Summary

The greatest danger from substance use or abuse in the workplace is safety related. An employee under the influence of a mind-altering substance is a danger to him/herself and to other employees as well. While safety concerns are obvious, often overlooked is the fact that productivity and quality are negatively impacted by the impaired employee. The Company's policy is to detect and deter users of alcohol, drugs or other controlled substances from our workplace.

- •Prohibited Activities: The use, sale, manufacture, distribution, possession, receipt or transportation of alcohol, illegal drugs, controlled substances, or prescription medicines for which no prescription has been issues, and the abuse of prescription medications are strictly prohibited on Company property, in a Company vehicle, or while an employee is engaged in Company-related business (unless the possession and/or consumption of alcohol is authorized in connection with a Company-sponsored event).
- •Employee responsibilities: The Company requires each of its employees to behave in a manner consistent with the highest standards of business conduct. The Company prohibits employees from reporting to work under the influence of alcohol or illegal drugs. Employees must consent to a search based on visible evidence of sale, possession or use of controlled substances while on company property, worksites or on company business and seizure of any such substance. All employees must consent to drug and/or alcohol testing including required periodic non-random, for reasonable suspicion, as well as for post-accident and post injury testing as a condition of employment, when permitted by state law. All employees are required to notify their Human Resources leader of any or conviction for violation of a criminal drug statute and employees who drive a company or personal vehicle in the

Effective 1/1/2010 Version #I Scope: U.S.

Policy Owner: Legal/HR

- course of business are required to notify their Human Resources leader of any drivers license suspension or conviction of DUI/DWI immediately.
- •Supervisor responsibilities: Supervisors have a responsibility to be alert for signs that employees are using, possess, or are under the influence of alcohol or drugs in the workplace. A supervisor who suspects or has cause to believe that an employee is impaired or using legal or illegal substances is responsible for reporting this to the Human Resources leader, or other personnel responsible for the implementation of this policy.
- •Assistance: The Company encourages employees who feel they or a family member may have a drug or alcohol problem to seek help in the community or from the Company Employee Assistance Program (EAP). Treatment for alcoholism and drug addiction is handled the same as treatment for other illnesses and disabilities.

#### Types of Screening

The Company's Drug and Alcohol Testing Policy includes six types of tests:

- Post Offer/Pre-Placement: When permitted by state/local law, all job applicants will be
  tested after the Company makes a conditional offer of employment and prior to
  commencement of employment. An employee who has left the Company and being
  considered for rehire shall be treated as an applicant. The offer of employment will be
  conditioned on a satisfactory test result.
- Reasonable Suspicion/For Cause: When permitted by state/local law, employees
  will be subject to testing when there is a reasonable suspicion/for cause to believe
  they are under the influence of drugs and/or alcohol.
- Post-Accident: When permitted by state/local law, employees who commit an unsafe act and/or sustain or cause a recordable injury or illness are a result of a work related accident will be tested for drugs and/or alcohol as soon as possible after the incident. Testing after near misses, first aid, and property damage only incidents that are not considered unsafe acts are at the discretion of local management.
- Periodic Non-random: When permitted by state/local law, employees may be subject to periodic announced testing pursuant to specific customer contracts and/or requests or if otherwise required by law.
- Random: When permitted by state/local law, employees may be subject to random testing in accordance with a non-biased selection procedure. The decision whether to conduct random testing lies with the Sector VPHR or authorized designee.
- Post-rehabilitation: When permitted by state/local law, the Company may require employees to be tested at random as part of a drug or alcohol rehabilitation program.

#### **Screening Provisions**

- •Testing Locations and Procedures: All drug and alcohol testing will utilize appropriate and legally required processes and procedures, including appropriate chain of custody procedures and confirmatory testing methods. If an initial drug or alcohol test is positive, a confirmation test will be performed on the same specimen. The laboratory will report positive drug or alcohol test results to a Medical Review Officer (MRO), who will contact the employee and the Company about the results. Employees who have tested positive for drugs and/or alcohol will be informed in writing of the test results and are entitled to receive, upon request, a copy of a positive test result.
- •Confirmation: Employees with a confirmed positive result can, at their own expense, have a second confirmation test made on the same specimen.
- •Explanations: In the event of a positive test result, the employee or job applicant will have an opportunity to present a valid medical or alternative explanation to the MRO.
- •Privacy: The Company has designed the testing procedure and EAP to ensure the confidentiality and privacy rights of its employees. All records of the drug and alcohol testing program are strictly confidential and access to such records strictly controlled. These records will be kept in a secure location and will not be part of an employee's personnel file.

#### Exceptions

- •Legal prescriptions: Employees can use legally prescribed medications, in accordance with the prescription, in the workplace. The prescription can be no older than one year. Employees using prescription and/or over-the-counter medications that may impair ability to perform duties in a safe manner must report their usage to their HR manager and/or management before beginning work.
- Social consumption of alcohol: The reasonable consumption of alcohol can play a role in social discourse, business meetings, customer entertainment and company social functions. In all circumstances, employees are responsible for acting in a manner that reflects the highest standards of business conduct and must comply with all applicable laws regarding alcohol consumption, including laws regulating driving while under the influence and public intoxication.

#### Violations of the policy

- Refusal to comply: Refusal to consent to a test or a search is cause for immediate termination.
- Positive test result: Employees who test positive on an initial drug and/or alcohol test will be placed on suspension pending the confirmatory test results. Unless prohibited by local or state law, the consequences of a confirmed positive test result will be termination.

 Revocation of offer: Applicants who test positive for drugs and/or alcohol and cannot present a valid medical or alternative explanation will have their conditional offer of employment revoked.

Any exception to this policy must be approved by the Sector VPHR or authorized designee.

#### Resources

- Employee Assistance Program (EAP): The EAP is a free resource, available 24 hours a day, 7 days a week, offering counseling, information and referral services for all kinds of issues employees face—from life-altering questions and events to day-to-day concerns. Employees can speak confidentially with an EAP representative by calling the toll-free number of the EAP. Please see your local EAP poster for the contact information.
- •Human Resources: Employees can direct questions, comments or concerns to their local or regional HR Leader.

#### **Definition of Terms**

Controlled substances – Drugs or chemicals whose possession and use are controlled by law.

Consent-and-release agreement -- A document that employees and applicants must sign before submitting to testing, which authorizes performance of the test and the release of results to the Company.

Drug testing - The process of analyzing urine, blood, etc. for the purpose of ascertaining whether and to what extent drugs or alcohol were present in a person's body.

Illegal drugs —Those substances controlled under federal or state law and not authorized for sale, possession or use. They also include legal drugs obtained or distributed illegally.

**Legal drugs** – Legal drugs include alcohol, medications prescribed by a physician, and over-the-counter medications. (See "Exceptions" above for restrictions on the use of legal drugs.)

Medical Review Officer (MRO) A licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of alcohol and other drugs.

Negative result - A drug or alcohol test's result is negative when it shows no alcohol or drugs in a person's body above specified cut-off levels.

Positive result A drug or alcohol test's result is positive when it reveals the presence of drugs or alcohol in a person's body above specified cut-off levels. Cut-off levels for alcohol shall be as defined by U.S. Department of Transportation regulations.

Reasonable suspicion – The actions, conduct or appearance of an employee are, in the company's judgment, indicative of the use, possession or influence of drugs, alcohol or controlled substances.

	Agency REQ.P.O#
	BID BOND
KNOW ALL MEN BY THESE PRESENTS, That w	re, the undersigned,Trane U.S. Inc.
of175 Berkeley St, Boston, MA 02116	as Principal, and Liberty Mutual Insurance Company , a corporation organized and existing under the laws of the State of
Massachusens	The state of the s
of vvest virginia, as Oblices, in the pend over of Etc.	as oursely, are neld and firmly bound unto the State
	elves, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation in a second	
vvest virginia State Annual Chillers	at whereas the Principal has submitted to the Purchasing Section of the hed hereto and made a part hereof, to enter into a contract in writing for
and Tower Maintenance	
GSD1700012	
NOW THEREFORE,	
event, exceed the penal amount of this obligation as herein sta  The Surety, for the value received, hereby stipulates a way impaired or affected by any extension of the time within waive notice of any such extension.	cipal shall enter into a contract in accordance with the bid or proposal nee required by the bid or proposal, and shall in all other respects perform sobligation shall be null and void, otherwise this obligation shall remain in nat the liability of the Surety for any and all claims hereunder shall, in no ated.  and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby ipal and Surety, executed and sealed by a proper officer of Principal and its 14th day of February
Principal Seal	. 20_17
· · · · · · · · · · · · · · · · · · ·	Trane U.S. Inc.
	(Name of Principal)
•	By Charming
	widst be President, Vice President or
	Duly Authorized Agent) Anna M. McDonah, Contract Analyst
	(Title)
Surety Seal	Liborty Mutual Incurance Comme
	Liberty Mutual Insurance Company (Name of Surety)
MPORTANT - Surety executing bonds must be licensed to the	Patricia A. Rambo Attorney-in-Fact
nust assach a power of attorney with its seal affixed.	Patricia A. Rambo Attorney-in-Fact lest Virginia to transact surety insurance, must affix its seal, and.

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 7588990

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West.

West American Insurance Company

#### **POWER OF ATTORNEY**

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, Douglas R. Wheeler; Elizabeth Marrero, Jaquanda S. Martin; Joanne C. Wagner, Kimberly G. Sherrod; Marina Tapia; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

all of the city of Philadelphia state of PA 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 10th day of January , 2017

1917

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

note, loan, letter of credit,

Not valid for mortgage,

interest rate or residual

58

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

By: Afavil / lang

David M. Carey, Assistant Secretary

On this 10th day of January , 2017, before me personally appeared David M Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.

a PAS

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp , Montgomery County My Commission Expires March 28, 2017

Member Pennsylvania Association of Notanes

Leresa Pastella
Teresa Pastella, Notary Public

Total y actions, recently y ability

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 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 cornection 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

(1912) C (1912) C (1991) C (19

By: Renee C Llewellyn Assistant Secretary

136 of 500



#### LIBERTY MUTUAL INSURANCE COMPANY

#### FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets	Liabilities				
Cash and Bank Deposits \$753,038,641	Unearned Premiums				
*Bonds — U.S Government	Reserve for Claims and Claims Expense 16,917,138,677				
*Other Bonds	Funds Held Under Reinsurance Treaties				
	Reserve for Dividends to Policyholders				
*Stocks	Additional Statutory Reserve 29,659,093				
Real Estate	Reserve for Commissions, Taxes and				
Agents' Balances or Uncollected Premiums 4,487,501,643	Other Liabilities				
Accrued Interest and Rents	Total\$26,527,948,893				
Other Admitted Assets	Special Surplus Funds \$67,890,944				
14.150,200,327	Capital Stock				
	Paid in Surplus				
	Unassigned Surplus				
Total Admitted Assets <u>\$42,343,216,506</u>	Surplus to Policyholders <u>15,815,267,613</u>				
	Total Liabilities and Surplus <u>\$42,343,216,506</u>				



I, TIM-MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

**Assistant Secretary** 

TAMikolajewski

<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/8/2016

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

		ieu oi sucii eligo	13CIII	Biit(2)	<u> </u>					_	
	ODUCER					CONTA NAME:	<u>:</u>				
MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas				PHONE FAX (A/C, No. Ext): (A/C, No):							
New York NY 10036				E-MAIL ADDRESS:							
ATTN: 212-345-6000								NAIC#			
INSURED				СОМЕ			nsurance Company of Pitts	burgh, PA	<del></del>		
Trane U.S. Inc. dba Trane				COME	PANY B: Travel	ers Indomnity (	Co of America		25666		
257	70A Pennsylvania Ave					-		•			25000
	arleston, WV 25302					COME	PANY C: Travel	lers Property C	asualty Co of Amer		25674
Uni	ited States					INSURER E :					+
	OVERAGES		`TIF1	0 4 T	NUMBER 200000	INSUR	<u>ER</u> F:				
					NUMBER: 398369 RANCE LISTED BELOW HA	VE DEE	N IOOUED TO	THE WALLE	REVISION NUMBER:		
CE	CERTIFICATE MAY BE EXCLUSIONS AND COM	ISSUED OR MAY	PER POLI	TAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESP	POT TO	ISSUAL TUO
INSR	TYPE OF IN	SURANCE	ADDI	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EII	AITS	
Α	X COMMERCIAL GEN	IERAL LIABILITY			GL 3796571		4/17/2016	4/17/2017	EACH OCCURRENCE	$\overline{}$	\$7,500,000.00
	CLAIMS-MADE	X OCCUR			320700011		7,17,2010	W1772017	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$1,000,000.00
	OWNER'S & CONT	RACTOR'S PROT							MED EXP (Any one person)	_	\$10,000.00
									PERSONAL & ADV INJURY		\$7,500,000.00
	GEN'L AGGREGATE LIM								GENERAL AGGREGATE		\$7,500,000.00
	X POLICY PRO	LOC					,		PRODUCTS - COMP/OP AGO		\$7,500,000.00
	OTHER:									\$	ψ1,000,000.00
Α	AUTOMOBILE LIABILITY				CA3434125 (AOS)		4/17/2016	4/17/2017	COMBINED SINGLE LIMIT (Ea accident)	+	\$2,000,000.00
Α	X ANY AUTO				CA3434124 (MA)	4/17/2016	4/17/2017	BODILY INJURY (Per person)		\$2,000,000.00	
Α	ALL OWNED AUTOS	SCHEDULED AUTOS			CA3434123 (VA)		4/17/2016	4/17/2017	BODILY INJURY (Per acciden	<del></del>	
	HIRED AUTOS	AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE	\$	
	PHYSICAL				APD - Self Insured				(Per accident)	\$	
	UMBRELLA LIAB	OCCUR		П					EACH OCCURRENCE	+	
	EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$	
	DED RETEN	<del></del>	ĺ						AGGREGATE	\$	
В	WORKERS COMPENSATI	ON			TC2HUB-7434L10A-16 (AOS)		4/17/2016	4/17/2017	X PER OTH-	\$	
B C	AND EMPLOYERS' LIABIL ANY PROPRIETOR/PARTN	FR/FXECUTIVE T/N			TC2HUB-7434L448-16 (MN)		4/17/2016	4/17/2017	E.L. EACH ACCIDENT	+	
č	OFFICER/MEMBER EXCLU (Mandatory in NH)	DED? N	N/A	/ A TRJUB-7434L424-16 TWXJUB-7434L45A-16 (Ohio Exc		BSS)		4/17/2017 4/17/2017	E.L. DISEASE - EA EMPLOYE	_	\$3,000,000,00
	If yes, describe under DESCRIPTION OF OPERA	TIONS below					1			→	\$3,000,000.00
			_			$\neg$			E.L. DISEASE - POLICY LIMIT		\$3,000,000.00
						l	ļ				
DESC	CRIPTION OF OPERATIONS	/LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e. may be	attached if more	Space is require			
	ase see page 2 for add								~-,		
											í
CEF	RTIFICATE HOLDER	3	_			CANC	ELLATION				
	st Virginia Department					J					
1900 Build Char	D Kanawha Blulevard ding 1 Room MB60 rleston, 25305					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					ED BEFORE IVERED IN
United States					ł	AUTHORIZED REPRESENTATIVE Mersh USA, Inc. BY: Kevin G. Tietjen  Heurin G. Tietjen				_	

<b>ACORD</b>

### ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Х	Trane U.S. Inc. dba Trane
	2570A Pennsylvania Avenue
	Charleston, WV 25302 United States
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: FORM TITLE:	
lab Danasidan Inya o	
Job Description: HVAC	
For questions regarding this certificate of insurance contact: Chrystal Flores Ems 540-563-2828	ail: cflores@trane.com Phone:
540-563-2828	
	A STATE OF THE STA
	1
	500 V
	1
	1
	1
	T. Carlotte and the second sec
	1
	1

#### 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 Contractor's 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:	Trane US Inc.			
Contractor's License	No.: WV	WV026978		 

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;

### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name:	Trane US Inc.	
Check this b	ox if no subcontractors will perfe	orm more than \$25,000.00 of work to complete the
Subcontractor Name		License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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

(Name, Title) Chris Scruggs / Account Manager	
(Printed Name and Title) 2570 Pennsylvania Ave Ste A Charleston WV 25302	
(Address) 304-348-2800	
(Phone Number) / (Fax Number) Chris.Scruggs@trane.com	
(email address)	

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

Trane US Inc.	
(Company)	
Kentholi	Vice President & General Manager
(Authorized Signatur	re) (Representative Name, Title)
Kenny Bolin	
(Printed Name and T	itle of Authorized Representative)
2/14/2017	
(Date)	
540-265-3342	540-366-4958
(Phone Number) (Far	v Number)

### REQUEST FOR QUOTATION Annual Chillers and Towers Maintenance

#### 11. DEFAULT:

- 11.1 The following shall be considered a default under this Contract.
  - 11.1.1 Failure to perform HVAC Maintenance in accordance with the requirements contained in herein.
  - 11.1.2 Failure to comply with other specifications and requirements contained herein.
  - 11.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or HVAC Maintenance generally.
  - 11.1.4 Failure to remedy deficient performance upon request.
  - 11.2 The following remedies shall be available upon default.
    - 11.2.1 Cancellation of the Contract.
    - 11.2.2 Cancellation of one or more release orders issued under this Contract.
    - 11.2.3 Any other remedies available in law or equity.
  - 11.3 Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

#### 12. MISCELLANEOUS:

12.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manag	er: Doe Linville
Telephone Numb	er: 304-348-2815
Fax Number:	304-348-2810
Email Address:	Tue. Limille @ irco. Com

# REQUEST FOR QUOTATION Annual Chillers and Towers Maintenance

### **EXHIBIT C - PRICING PAGES**

### Preventive Maintenance:

Lump Sum Fee for Annual Preventive Maintenance	x	1	=	Total Yearly Cost
\$ 23, 221.75	x	1	=	\$ 23,221.75
Corrective Maintenance:				
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ 100	x	200	=	\$ 20,000.00
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	1.15	==	\$11,500,00
		Total Cost *	\$ 5º	4,721.75

<sup>\*</sup> Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.