

REQUEST FOR QUOTATIONS (RFQ) #21144
HVAC SYSTEM MAINTENANCE AT THE ERMA BYRD HIGHER EDUCATION CENTER
ADDENDUM #1 – QUESTIONS AND ANSWERS
March 12, 2021

1. Question: What is the number of variable air volume (VAV) boxes in the building?

Answer: There are approximately 45 VAV boxes located throughout the building.

2. Question: How many unit heaters are there in the building?

Answer: There are four (4) of these type heaters in the foyer.

3. Question: Would it be possible to add a copy of the current contract as an addendum?

Answer: Please see the attached contract and 4 change orders.

4. Question: The system requires two types of filters. Is the vendor required to purchase these filters or will they be provided?

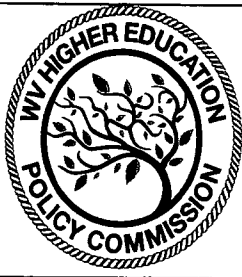
Answer: The Center will provide the filters; the vendor is expected to replace them as needed.

5. Question: Does the contract allow for price increases?

Answer: Price increases will be considered; they are restricted to 10% or less per year and must be justified to the Center prior to agreeing to the increase. Increases will be considered only at the time of annual contract renewal (i.e., once a year).

6. Question: Will acknowledgement of this addendum be required with the bid submission?

Answer: A Title Page is attached for the vendor to acknowledge receipt of the addendum. The Commission prefers that this form be used. However, a bid will not be rejected if this page is not included as long as the bid is signed by an individual who has the authority to obligate the company. In addition, the forthcoming contract from this RFQ will be bound by the terms included in this addendum as well as the original RFQ.

**West Virginia Higher Education Policy Commission**1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827Voice: (304) 558-0277
Fax: (304) 558-0259**Purchase Order
16197**

Please show this number on all packages and documents related to this order.

GAE No.:**Vendor:**Trane US Inc
2570 Pennsylvania Ave., Suite A
Charleston, WV 25302VCOASIS: *159732
FEIN:**Ship to:**WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827**Invoice to:**Attn:
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

P. O. Date	Buyer	Ship Via	F. O. B.	Terms	Delivery Date Required
04/20/2016	DJV		Destination	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
AGREEMENT					
This Agreement constitutes acceptance of the contract made by and between the West Virginia Higher Education Policy Commission and Trane US, Inc. for HAVC Services for the Erma Byrd Center as per the attached Agreement.					
Fee Schedule: Monthly Maintenance Fee: \$1,235.25 Total Contract Not To Exceed: \$14,823.00					
Contract term: May 1, 2016 to April 30, 2017.					
Note: Payments will be made via the P-Card; therefore, no General Accounting Encumbrance will be created OASIS.					

AUTHORIZED AGENT: Director of Procurement Mary Blashford 304.558.0281

AUTHORIZED SIGNATURE:

ATTORNEY GENERAL:
(if required)

DISCOUNT

ADDL. CHARGES

**PURCHASE
ORDER TOTAL****\$14,823.00**

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550-517-092

Fund	Department	Unit	Approp. Unit	Object	Program	Program-Period	Total
4930	0441	6001	09900	3229	EBC	EBC1	\$14,823.00
Total							\$14,823.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ITEMIZE INVOICES ACCORDING TO PURCHASE ORDER

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

AGREEMENT

2570 Pennsylvania Ave., Suite A Charleston, WV 25302 PO 16197
I, TRANE Building Services (TRANE US, INC) agree to perform the following service(s)
for WV Higher Education Policy Commission Erma Byrd Center, 300 University Drive
(Location) Beaver, WV 25813

Service agreement for BAS and HVAC Equipment at the Erma Byrd
(Detailed description of services to be performed)

Center to include scheduled maintenance labor and scheduled maintenance
parts and materials: 2" filters, belts, and all other material provided under this
agreement.

Date(s) of Service: From: May 1, 2016 To: April 30, 2017

The rate of pay shall be \$1,235.25 per month not to exceed \$ \$14,823.00
for the entire term of the contract.

Authorized ☒ Will not be reimbursed.

Travel

Expenses: ☐ Will be reimbursed upon documentation in accordance
with the travel regulations of the Agency, not to exceed \$

Please check the appropriate box below:

☒ I am **not** currently a full-time employee of the State of West Virginia;

☐ I am currently a full-time employee of the State of West Virginia
(complete certification below)

It is hereby certified that the service(s) to be performed under this agreement will not interfere with or detract from the
full-time duties of the employee and the amount of annual compensation received by:

NA

(above named vendor)

from the State of West Virginia for full-time employment during the current fiscal year will be \$ NA

The vendor serves as Contractor / HVAC with the title of Trane US inc.
(Position)

certified by Bill Mason
(Supervisor's Signature)

APPROVED BY:

Agency

[Signature]
(Authorized Signature of Agency)

(Title)

(Date)

Dir. of Procurement

4/20/16

Vendor

Trane US inc.

Bill Mason
(Vendor's Signature)

25-0900465

(Social Security or FEIN)

4-20-2016

(Date)

V CUST # 159732

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

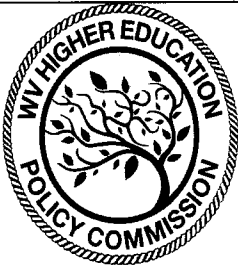
Spending Unit: WV HERS
Signed: Mary B. Baskin
Title: Dir. of Procurement
Date: 4/20/16

VENDOR

Trane US Inc.

Company Name: _____
Signed: Bill Mason
Title: Sales Manager
Date: 4-20-2016

[illegible]

**West Virginia Higher Education Policy Commission**1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827Voice: (304) 558-0277
Fax: (304) 558-0259**Purchase Order
16197 CO#1**

Please show this number on all packages and documents related to this order.

GAE No.

Vendor:
Trane US Inc
2570 Pennsylvania Ave., Suite A
Charleston, WV 25302**Ship to:**
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827**Invoice to:**
Attn: Lisa Moten
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827VCOASIS: *159732
FEIN: *****0465

P. O. Date	Buyer	Ship Via	F. O. B.	Terms	Delivery Date Required
04/06/2017	DJV		Destination	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			Change Order #1		
			This Change Order constitutes acceptance of Change Order No. 1 made by and between the West Virginia Higher Education Policy Commission and Trane US, Inc. to renew the Service Agreement for HAVC Services at the Erma Byrd Higher Education Center at Beckley, WV. The Service Agreement will be extended through April 30, 2018 and the amount will increase by \$15,267.70.		
			Original Purchase Order Total	\$ 14,823.00	
			Previous Change Orders	\$ -0-	
			This Change Order ADD :	\$ 15,267.70	
			New Purchase Order Total	\$ 30,090.70	
			Note: Payments will be made via the P-Card; therefore, no General Accounting Encumbrance will be created in OASIS.		
AUTHORIZED AGENT: Director of Procurement Mary Blashford 304.558.0281				DISCOUNT	
AUTHORIZED SIGNATURE: <i>Mary Blashford 4/18/17</i>				ADDL. CHARGES	
ATTORNEY GENERAL: (if required)				PURCHASE ORDER TOTAL	\$30,090.70

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550-517-092

BFY	Fund	Department	Unit	Approp. Unit	Object	Program	Program-Period	Total
	4930	0441	6001	09900	3229	EBC	EBC1	\$30,090.70
Total								\$30,090.70

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ITEMIZE INVOICES ACCORDING TO PURCHASE ORDER

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2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
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5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
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19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



TRANE
Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc.
2303 Trane Drive
Roanoke, VA 24017-1210
Phone: (540) 563-2828, Fax: (877) 315-9088
Service Contact: (540) 563-2828

March 29, 2017

Lisa Moten
Director
West Virginia Higher Education Pol
1018 Kanawha Boulevard E Suite 700
CHARLESTON, WV 25301 U.S.A.

Site Address:
Erma Byrd Higher Education Center
300 University Drive
BECKLEY, WV 25801
United States

Attention: Lisa Moten

Subject: Continuation of Service Agreement WVA108

Your Trane Service Agreement is scheduled for renewal on May 1, 2017. To assure that there will be no interruption of service and benefits to West Virginia Higher Education Pol your Service Agreement will be extended through April 30, 2018. The adjusted Service Fees for all sites is set forth in the following table:

Contract Year	Annual Amount USD
Year 1 2	15,267.70

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 458.03 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

Scope of Service

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

Terms & Conditions

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

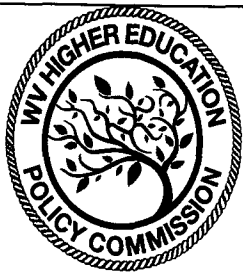
Clarifications

If West Virginia Higher Education Pol accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Mikel Carr
Owner Services Representative
Trane



West Virginia Higher Education Policy Commission

1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Voice: (304) 558-0277

Fax: (304) 558-0259

Purchase Order

16197 CO#2

Please show this number on all packages and documents related to this order.

P-Card Payment

Vendor:
Trane US Inc
2570 Pennsylvania Ave., Suite A
Charleston, WV 25302

Ship to:
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Invoice to:
Attn: Lisa Moten
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

VCOASIS: *159732

FEIN: *****0465

P. O. Date	Buyer	Ship Via	F. O. B.	Terms	Delivery Date Required
04/11/2018	DJV		Destination	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			Change Order #2		
			This Change Order constitutes acceptance of Change Order No. 2 made by and between the West Virginia Higher Education Policy Commission and Trane US, Inc. to renew the Service Agreement for HAVC Services at the Erma Byrd Higher Education Center at Beckley, WV. The Service Agreement will be extended through April 30, 2019 and the amount will increase by \$15,739.90.		
			Original Purchase Order Total	\$ 14,823.00	
			Previous Change Orders	\$ 15,267.70	
			This Change Order ADD :	\$ 15,739.90	
			New Purchase Order Total	\$ 45,830.60	
			Note: Payments will be made via the P-Card; therefore, no General Accounting Encumbrance will be created in OASIS.		
AUTHORIZED AGENT: Director of Procurement Mary Blashford 304.558.0281				DISCOUNT	
AUTHORIZED SIGNATURE: <i>Mary Blashford 4/11/18</i>				ADDL. CHARGES	
ATTORNEY GENERAL: (if required)				PURCHASE ORDER TOTAL	\$45,830.60

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550-517-092

BFY	Fund	Department	Unit	Approp. Unit	Object	Program	Program-Period	Total
	4930	0441	6001	09900	3229	EBC	EBC1	\$45,830.60
Total								\$45,830.60

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17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



Trane U.S. Inc.
5001 MacCorkle Ave SW
Charleston, WV 25309
Phone: (304) 348-2829, Fax: (844) 331-3919
Service Contact: (304) 348-2800

April 4, 2018

Lisa Moten
Director
West Virginia Higher Education Pol
1018 Kanawha Boulevard E Suite 700
CHARLESTON, WV 25301 U.S.A.

Site Address:
Erma Byrd Higher Education Center
300 University Drive
BECKLEY, WV 25801
United States

ATTENTION: Lisa Moten

SUBJECT: Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on May 1, 2018. To assure that there will be no interruption of service and benefits to West Virginia Higher Education Pol your Service Agreement will be extended through April 30, 2019. The adjusted Service Fees for all sites is set forth in the following table:

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year X 3	15,739.90	1,311.66	Monthly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

☐ A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 472.20 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

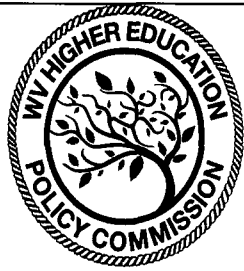
CLARIFICATIONS

If West Virginia Higher Education Pol accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Chad Auxier
Service Account Manager
Trane



West Virginia Higher Education Policy Commission

1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Voice: (304) 558-0277
Fax: (304) 558-0259

Purchase Order 16197 CO#3

Please show this number on all packages and documents related to this order.

P-Card Payment

Vendor:
Trane US Inc
2570 Pennsylvania Ave., Suite A
Charleston, WV 25302

Ship to:
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Invoice to:
Attn: Lisa Moten
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

VCOASIS: *159732
FEIN: *****0465

P. O. Date	Buyer	Ship Via	F. O. B.	Terms	Delivery Date Required
02/11/19	DJV		Destination	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			Change Order #3		
			This Change Order constitutes acceptance of Change Order No. 2 made by and between the West Virginia Higher Education Policy Commission and Trane US, Inc. to renew the Service Agreement for HAVC Services at the Erma Byrd Higher Education Center at Beckley, WV. The Service Agreement will be extended through April 30, 2020 and the amount will increase by \$16,212.00.		
			Original Purchase Order Total	\$ 14,823.00	
			Previous Change Orders	\$ 31,007.60	
			This Change Order ADD :	\$ 16,212.00	
			New Purchase Order Total	\$ 62,042.60	
			Note: Payments will be made via the P-Card; therefore, no General Accounting Encumbrance will be created in OASIS.		

AUTHORIZED AGENT: Director of Procurement	Mary Blashford	304.558.0281	DISCOUNT	
AUTHORIZED SIGNATURE:	<i>Mary Blashford 2/11/19</i>		ADDL. CHARGES	
ATTORNEY GENERAL: (if required)			PURCHASE ORDER TOTAL	\$60,042.60

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550-517-092

BFY	Fund	Department	Unit	Approp. Unit	Object	Sub-Object	Program	Program-Period	Total
	4930	0441	6001	09900	3229	H144	EBC	EBC1	\$60,042.60
Total									\$60,042.60

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ITEMIZE INVOICES ACCORDING TO PURCHASE ORDER

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



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

February 9, 2019

Lisa Moten
Director
West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard E Suite 700
Charleston, WV 25301

Site Address:
Erma Byrd Higher Education Center
300 University Drive
Beckley, WV 25801

SUBJECT: Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on May 1, 2019. There are no proposed modifications to the service scope. To assure that there will be no service interruption your Service Agreement please issue a Purchase Order. The adjusted Service Fee is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
2019-2020 (4)	\$16,212.00	\$1,351.00	MONTHLY

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

☐ A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be \$486.36 if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

CLARIFICATIONS

If West Virginia Higher Education Policy Commission accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Very truly yours,

Jim McQuail
Service Sales



West Virginia Higher Education Policy Commission

1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Voice: (304) 558-0277
Fax: (304) 558-0259

Purchase Order 16197 CO#4

Please show this number on all packages and documents related to this order.

P-Card Payment

Vendor:
Trane US Inc
2303 Trane Drive
Roanoke, VA 24017

Ship to:
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

Invoice to:
Attn: Lisa Moten
WV Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301-2827

VCOASIS: *159732
FEIN: *****0465

P. O. Date	Buyer	Ship Via	F. O. B.	Terms	Delivery Date Required
05/28/2020	DJV		Destination	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			Change Order #4		
			This Change Order constitutes acceptance of Change Order No. 4 made by and between the West Virginia Higher Education Policy Commission and Trane US, Inc. to renew the Service Agreement for HAVC Services at the Erma Byrd Higher Education Center at Beckley, WV. The Service Agreement will be extended through April 30, 2021 and the amount will increase by \$16,698.00.		
			Original Purchase Order Total	\$ 14,823.00	
			Previous Change Orders	\$ 47,219.60	
			This Change Order ADD :	\$ 16,698.00	
			New Purchase Order Total	\$ 78,740.60	
			Change of Address to: 2303 Trane Drive, Roanoke, VA 24017		
			Note: Payments will be made via the P-Card; therefore, no General Accounting Encumbrance will be created in OASIS.		

AUTHORIZED AGENT: Director of Procurement Mary Blashford 304.558.0281	DISCOUNT	
AUTHORIZED SIGNATURE: <i>Mary Blashford</i> 05/28/2020	ADDL. CHARGES	
ATTORNEY GENERAL: (if required)	PURCHASE ORDER TOTAL	\$78,740.60

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550-517-092

BFY	Fund	Department	Unit	Approp. Unit	Object	Sub-Object	Program	Program-Period	Total
	4930	0441	6001	09900	3229	H144	EBC	EBC1	\$78,740.60
Total									\$78,740.60

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ITEMIZE INVOICES ACCORDING TO PURCHASE ORDER

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



LET'S GO BEYOND™

Trane U.S. Inc.
2303 Trane Drive
Roanoke, VA 24017-1210
Phone: (540) 563-2828, Fax: (540) 366-4958
Service Contact: (540) 563-2828

May 28, 2020

Lisa Moten
Director of Buildings and Grounds
West Virginia Higher Education Pol
1018 Kanawha Boulevard E Suite 700

CHARLESTON, WV 25301 U.S.A.

Site Address:
Erma Byrd Higher Education Center
300 University Drive
BECKLEY, WV 25801
United States

ATTENTION: Lisa Moten

SUBJECT: Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on May 1st, 2020. To assure that there will be no interruption of service and benefits to West Virginia Higher Education Pol your Service Agreement will be extended through April 30, 2021. The adjusted Service Fees for all sites is set forth in the following table:

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 5	16,698.00	1,391.50	Monthly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 500.94 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

CLARIFICATIONS

If West Virginia Higher Education Pol accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Mikel Carr
Owner Services Representative
Trane

Quote accepted by Mary Blashford 05/28/2020.

TITLE PAGE

The undersigned declares that he/she has read the RFQ and that the following BID is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 _____ (initial receipt)

Addendum 2 _____ (initial receipt)

Addendum 3 _____ (initial receipt)

(Signature of Signee)

(Name of Signee)

(Title)

(Company Name)

(Street Address)

(City, State, Zip)

(Telephone Number)

(E-mail)