

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

# Request for

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Casto Technical Souces 540 Leon Sullivon Way Charleston, WV

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 2110 SOUTH ROUTE 19

GLEN JEAN WV 25846

304-201-3249

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

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



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

# Request for Quotation

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#### SPECIFICATIONS

Testing, Adjusting, Preventative Maintenance, Emergency Service and Repairs of Heating Ventilation and Air Conditioning (HVAC) systems, and for the HVAC Control System.

- 1. The purpose of this contract is to provide the contracted assurance that the HVAC equipment and HVAC control system operates within the prescribed guidelines. Vendor shall be fully responsible for the HVAC system's operation, reliability and performance of environmental comfort, risk management and energy efficiency to Owner.
- 2. Vendor shall provide testing and servicing HVAC to include inspecting equipment and installation for conformance with design, adjusting system to provide design performance, and providing support services for HVAC Control system. Work shall include recording and documenting results to Owner.
- 3. HVAC Control System. Provide contracted assurance that the System operates within the performance guidelines. Shall be responsible for the operating, reliability and performance.
- 4. Vendor shall provide scheduled preventative maintenance, emergency service and repairs to include furnishing all labor, materials and equipment to perform the work.
- 5. Renewal. Shall be in accordance with the Terms and Conditions of this contract. Shall be limited to three successive one year periods. Vendor is responsible to notify the Owner of its intent to renew within 60 days of termination of the contract with a letter of intent.
- 6. Vendor Qualifications. Proven successful testing, adjusting, commissioning, preventative maintenance, emergency service and repair experience of complex Commercial HVAC equipment/systems. Vendor shall be a factory authorized service agency of commercial HVAC equipment including McQuay, Carrier, York, Trane

or approved equal, and shall have factory trained/certified technicians providing services to fore mentioned equipment.

- 7. Pre-Bid Conference. A mandatory on site Pre-Bid Conference shall be held on: February 21, 2008; 10:30 AM. Failure to attend will result in bid disqualification.
- 8. Invoicing. Preventive Maintenance shall be billed quarterly in arrears. Trouble calls, service orders, job orders shall be billed at time of completion.

#### 9. Vendors:

A. Contact Telephone Number 304 -346 -0549

B. Emergency Contact Telephone Number 304-346-0549

#### 10. SCOPE OF WORK REQUIREMENTS

A. Provide initial inspection of equipment within 45 days of effective date of this contract (Notice to Proceed). Note: the Vendor shall notify the resident facilities manager / building maintenance mechanic a minimum of 15 days prior to the scheduled date of the initial inspection. Initial inspection shall include confirming that all scheduled equipment operates in conformance with the design requirements. It is not the intent of this Contract to provide air or water balancing services. Rather, it is the intent of this contract to provide the Owner with assurance that the HVAC equipment has been installed in the prescribed manner and is continuously operating within the required performance guidelines. It is required that systems that are determined to be deficient or unable to perform to specification (ie., sound requirements, cooling/heating capacity, insufficient airflow,

waterflow, static pressure, etc.,) be brought to the immediate attention of the resident Facilities manager / building maintenance mechanic, and in written form, to the Owner to allow for design evaluation/mitigation of the conditions leading to the situation.

B. The initial inspection shall include providing a documented report of test results for all scheduled HVAC equipment including a minimum of the following:

i. Air Handling Systems / Rooftop Unit **Test Report** Unit Identification Location / Area Served Make and Type Model # / Serial # and Unit Size **Unit Arrangement and Class** Discharge Arrangement Fan and Motor Sheave Make, Size (Pitch Diameter) and Bore fan and Motor Sheave Center to Center Dimensions and Adjustment Number of Belts, Make and Size Number of Filters, Type and Size Motor Data (Make, Frame Size and Type) Motor Horsepower and RPM Motor Voltage, Phase and Hertz Motor Full Load Amperage and Service Factor Measured Running Load Amps of Motor Operating Airflow Rate (CFM) System Static Pressure (in.wg.) Fan RPM Discharge Static Pressure (in.wg.) Filter Static Pressure (in.wg.) Cooling Coil / Heating Coil Static Pressure (in.wg.) Compartment to Compartment Static Pressure Differentials (in.wg.)Minimum Ventilation Airflow / Outside Air Damper Position Return Airflow

#### Vortex / VFD Position

ii. Apparatus -Hydronic/Refrigerant Coil Test Report Unit Identification Location / Area Served Coil Type Number of Rows Fin Spacing (Fins/Inch) Make and Model# Face Area (Square Feet) Tube Size (NPS) Tube and Fin Materials Circulating Arrangement (3-way or 2-way) Average Airflow Velocity Airflow Rate Air Pressure Drop Outside Air Temperature (Dry **Bulb and Wet Bulb)** Return Air Temperature (Dry Bulb and Wet Bulb) Mixed Air Temperature (Dry Bulb and Wet Bulb) Leaving Air Temperature (Dry Bulb and Wet Bulb) Hydronic Coil Flow (GPM) Total Heating Capacity (Btuh) Total and Sensible Cooling Capacity (BtuH) Water Pressure Drop (ft.hd.or psig) Entering Water temperature Leaving Water Temperature DX Refrigerant Expansion Valve and Refrigerant Type Refrigerant Suction and Liquid Line Pressures (psig) Refrigerant Suction Temperature

### iii. Apparatus – Electric Coil Test Report

Unit Identification Location Coil Identification Capacity (BtuH) Number of Stages **SCR Modulating or On-Off** Control Volts/Phase/Hertz Rated Amperage Airflow (CFM) Face Area (Square Feet) Minimum Face Velocity Installed Fuse/Breaker Size for Overload Protection **Entering Air Temperature** Leaving Air Temperature

### iv. Pumps - Test Report

Mark location of discharge valve(s) for reference.
Open 2-way control valves and operate variable speed drive at 100%.

Verify pump impeller size by operating the pump with the discharge valve closed. Verify with pump manufacturer that this will not damage the pump. Convert pressure to head and correct for differences in gage locations. Note operating point on manufacturer's pump curve at zero flow and confirm impeller size. Check system resistance. With all valves open, read pressure differential across

pump and mark the pump manufacturer's head-capacity curve. Adjust pump discharge valve until design water flow is achieved. If an overamping condition is experienced, discontinue test and report condition to Owner. Verify pump motor brake horsepower. Calculate the intended brake horsepower for the system based on the pump manufacturer's performance data. Record calculated brake horsepower and nameplate data on pump motor. Report flow rates that cannot be adjusted within +/- 5% of design to Owner.

v. Compressor / Condenser Units - Test Report Unit Identification Location Unit Make and Model # Manufacturer's Compressor Serial #'s Compressor Make Refrigerant Weight (1lbs.) Low Ambient Temperature Cutoff (Deg. F) **Entering Condenser Air** Temperature (Dry Bulb) Leaving Condenser Air Temperature (Dry Bulb) **Number Fans** Condenser Fan RPM Condenser Fan Airflow (CFM) Condenser Fan Motor Make, Frame Size, RPM and Horsepower

Condenser Fan Motor Voltage Condenser Fan Motor Amperage **Control Settings Unloader Set Points** Low Pressure Cutoff Setting High Pressure Cutoff Setting (psig) Suction Pressure (psig) Suction Temperature (Deg.F.) Condenser Refrigerant Pressure (psig) Condenser Refrigerant Temperature (Deg.F.) Oil Pressure (psig) Oil Temperature (Deg.F.) Crankcase Heater KW

#### vi. Boilers - Test Report

Boiler Model and Serial #
Burner Input Rating
Boiler Output Rating
Water Flow Rate
Entering Water Temperature
(Deg.F.)
Leaving Water Temperature
(Deg.F.)
Measured Flu Gas Temperature
(Deg.F.)
Measured Flu Gas 02 and C02
Level
Calculated Boiler Operating
Efficiency (%)

### vii. Heat Exchangers - Test Report

Water Flow Rate (GPM)
Control Valve Model (Cv)
Entering Steam Pressure (psig)

Entering Water Temperature (Deg.F.) Leaving Water Temperature (Deg.F) Water Pressure Drop (psig)

- C. Provide equipment performance testing in conjunction with initial inspection as described above.
- D. It is required that the Vendor record all preinspection settings and post inspection settings of all
  devices in the initial inspection report. Any devices
  that do not have an indexed method by which the
  position can be recorded shall have a mark placed
  by a shaft, damper blade, etc, so that the balanced
  position can be restored in the event that repairs,
  such as the replacement of a damper operator, is
  required at some future date. This shall be by
  permanent marker, dated by Vendor and labeled
  accordingly.
- E. Vendor shall provide documented test and commissioning report that shall be maintained within the Owner's O&M manual and shall include a minimum of the following contents:
  - i. Pump Manufacturer's Published Performance Data to Include Pump Curves
  - ii. Pump Related Field Test Data iii. Fan Manufacturer's Published Performance Data to Include Fan Curves
  - iv. Fan Related Field Test Datav. Coil Manufacturer's Published

Performance Data

vi. Coil Related Field Test Data

vii. Chiller Manufacturer's Published Performance Data

viii. Chiller Related Field Test Data

- ix. Boiler Manufacturer's Published Performance Data x. Boiler Related Field Test Data xi. Heat Exchanger Manufacturer's Published Performance Data xii. Heat Exchanger Field Test Data xiii. Design Versus Final Performance xiv. Notable Characteristics of System
- F. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include performance checklist and calibration reports of all scheduled equipment.
- G. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality and accuracy to test/measure the operating performance of scheduled equipment and compare results to specify / industry standard tolerances. Test and calibration equipment shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument. Submit list of proposed test equipment.
- H. Vendor shall test and ensure the function/reliability of integral safety devices such as low water cut-off, pressure limits, low refrigerant, freeze-state (hardwired and software).

- I. Vendor shall provide on-site preventative maintenance, inspections, emergency service and all labor and parts, including oil, refrigerant, air filters and other materials to diagnose, repair or replace components of scheduled equipment to ensure proper function (minimum of 4 inspections per year, Quarterly).
- J. The Contractor shall furnish all required parts and labor excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.
- K. A documented service report shall be provided with each on-site inspection/service call shall and shall include performance checklist results for all equipment, list of adjustments, repairs or equipment replaced to include recommended further action, if required.
- L. Vendor must be available (on call) twentyfour (24) hours per day, seven (7) days per
  week to respond to requests for emergency
  service. Vendor must respond to calls for
  service within four (4) hours of notification.
  Failure to respond within four (4) hours will
  result in a charge to the Vendor of \$100.00 per
  hour for each hour over the four (4) hour limit.
  Emergency phone numbers shall be included
  within the bid.

#### 11. DC SCOPE OF WORK REQUIREMENTS:

A. Vendor shall provide testing, maintenance, preventive maintenance services and repairs of the DC system equipment, to include all ancillary components. Ancillary components shall include but not be limited to; low voltage power supply(ies), transducers, wiring, valve and damper

operators, sensors, relays, low temperature detection thermostats (freeze-stats), etc. Control equipment not included within the scope of work shall be limited to factory mounted controls installed on the chillers, boilers, and domestic hot water units. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

- B. Vendor shall be responsible for testing and verifying the function of the complete DC system and documenting the performance in accordance with design intent and documentation in accordance with industry standard guidelines to ensure that programmed sequences of operation are complete and exactly meet the design requirements. Test procedures shall fully describe; system configuration (sequence of operation), calibration requirements of all analog input devices, evaluation procedures for all modulating output devices for smoothness of control operation (complete stroke output device/directional travel), evaluating all status inputs/electrical interlocks, evaluating all 2-position (on-off) control/interlocks and steps required for each test. The test procedures shall be appropriately documented in order for another party to repeat the tests with virtually identical results for accuracy.
- D. Vendor shall establish seasonal software trending of operational variables, ie., temperature, pressure, relative humidity, etc., and perform documented comparative analysis via tables and/or graphs to evaluate optimum control tuning and parameters for achieving and maintaining set point (annual minimum of 1 documented evaluation for heating and cooling season).
- E. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality and accuracy to test/or measure DC system accuracy/performance and compare results to specified tolerances. Test and calibration equipment

shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument.

- F. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include software/hardware performance checklist and calibration reports of all software/hardware equipment.
- G. Vendor shall test and ensure the function/reliability of integral safety devices such as freeze-stats (hardwired and software).
- H. Vendor shall provide on-site test and review of software/hardware to ensure proper function (minimum of 2 inspections per year). The Vendor shall be responsible for all needed DC system repairs and/or Equipment requiring replacement. The Vendor shall furnish all required parts and labor excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.

#### 12. Preventive maintenance

- A. Job labor and associated travel expenses required to clean, alignment, calibration, tighten, adjustments, lubricate, and paint equipment. Activities include:
  - Cleaning shall consist of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles' basin'

sump and float; chiller, condenser and boiler tubes. A thorough coil cleaning shall be completed during the third (3rd) quarterly preventive maintenance visit and documented by way of adhesive label mounted on the mechanical system in a location that will not interfere with its operation.

- Alignment of equipment belt drives; drive couplings; air fins.
- Calibrating safety controls; temperature and pressure controls.
- IV. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- V. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point of controls and limits; compressor cylinder UN-loaders; damper closeoff; sump floats.
- VI. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
- Painting of the exterior cabinet or shell of units for corrosion control.
- B. Filter replacement is included using Extended Surface Pleated filters to be changed on a quarterly basis. Date of

filter replacement shall be annotated on an adhesive label for each unit in a location that will not interfere with its operation.

13. Trouble calls. (Other than Scheduled Preventive Maintenance) Job labor and associated travel expenses including overtime and holidays, for unscheduled work resulting from an abnormal condition. This coverage will is 24 hours per day, seven days per week. Parts / materials procurement labor (locating, ordering, expediting, and transporting) required to repair, remove, and replace broken, worn, and/or doubtful components and /or parts. Costs shall reflect other than quarterly Preventive Maintenance visits.

Base Bid Item 1:

Preventive Maintenance
Contract for the Summersville Slen Jean

**AFRC** 

Unit:

Lump Sum / Base Bid for yearly

Contract

**Description:** 

Vendor shall visit location on a quarterly schedule and provide a detailed activity report to the Facilities Maintenance Manager. Report will be due within 15 (fifteen) days of completion of quarterly inspection. Activities include: Cleaning of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages

and nozzles; pilot and igniter; cooling tower baffles', basin' sump and float; chiller, condenser and tubes. Alianment equipment belt drives: couplings; air fins. Calibrating safety controls; temperature and pressure controls. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point of controls and limits; compressor cylinder UN-loaders; damper closeoff; sump floats. Conformance with overall desired performance design and providing support services for Buildings HVAC control system. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages. Replacement of filters with pleated filters meeting existing efficiency factor. Replace filters in each / all units once a quarter. Painting of the exterior cabinet or shell of units to control corrosion as needed. Digital controls included as a part of this service. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

Measurement:

Annual contract with four (4) quarterly visits. Each quarterly visit will be based on completion of preventive maintenance and services agreement.

Payment:

Annual contract paid by quarterly invoice accompanied with services rendered. Fore mentioned reports and data required will be needed prior to invoicing. <u>ALL SERVICES / PURCHASE ORDERS MUST BE INVOICED SEPARATELY.</u>

Bid Alternate Item 1:

Emergency Service calls / Trouble calls

Unit:

Time and Materials

Description:

Work other than scheduled preventive maintenance (bid item #1). This coverage is 24 hours per day, seven days per week. Parts, materials and labor required to repair. remove, and broken, worn, and/or doubtful components and /or parts. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. Once a job order services have been requested a quotation for repair shall be sent to Division of Engineering and Facilities, 1703 coonskin drive, Charleston, WV 25311 with in five (5) working days of service request so that a purchase order can be issued for repair / services. If repairs can not be made with in a reasonable amount of time contract may be canceled.

Measurement:

Cost to restore HVAC equipment to

its original intended operating

purpose.

Payment:

Labor / percentage markup for materials (Example: \$25 per hour / per person and 15% markup for parts and materials) Shall be invoiced separately from Preventive maintenance contract. Fore mentioned reports, data required and / or service reports will be needed prior to invoicing. INVOICES SHALL BE ITEMIZED TO INCLUDE QUOTATIONS.

Billing:

Billing for services shall be itemized and only contain costs agreed upon in this contract. Absolutely No other charges will be requested such as: Truck charges, misc charges, lodging charges, sur-charges, tax or any other additional fees not covered in this contract. In addition to invoice, actual service dates. service preformed to include building location, number and name, contract or purchase order number identification shall also accompany invoicing. A State Armory Board representative (at building location) signature verifying work complete is required with invoicing. **Items** listed above are required for invoicing. ALL **SERVICES** PURCHASE ORDERS MUST BE INVOICED SEPARATELY.

Points of Contact: The contract person at the Division of Engineering and Facilities shall be Charlie Mitchell, Michael J. Beckner, 1707 Coonskin Drive, Charleston, WV 25311 - Phone: (304)561-6333

Item #	Description	Annual Usage	ract Bid Form  * Unit Price	Extended Price
1	Annual Maintenance Contract	1		\$ 14,000
2	Regular Work Hours	80	\$ 60.00	\$ 4800
3	After Regular Work Hours	40	\$ 50.00	\$ 2 000
4	Holiday Work Hours	20	\$ 40.00	\$ 800
5	Est Annual Part Usage X % Markup	\$25,000	% M/U 02°	\$ 25,000

Bidder / Veridor information:
Name: <u>Casto Technical</u> Services
Address: 540 Leon, Sullivan Way
Phone# 304-346-0549 Charleston, WU 25322
Email Fw Maiere Castotechicom.
Contact Coordinator Information:
Name: Lasto Technical Servicia
Address: 540 Lear Sallivan Way
Phone# 304-346-05-49 Charleston, INV 25322
Email Fungiere Casto tech. com
* Item#1 = Annual; Items 2,3,&4 are Hourly unit prices; Item#5 = \$25,000 X % Markup over cost
warkup over cost

Bidder / Vendor Information:

Tref W. Marin Regional Account Manager.

## STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Casto Technical Se	rvices.	•
Authorized Signature:	tred Maier	Date:	2/25/08
Purchasino Affidavit (Revised	06/15/07		7