

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

Request for Quotation

Ţ

HHR10048

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER

ROBERTA WAGNER 304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE
Casto Technical Services
540 Leon Sullivan Way
Charleston, WV 25301

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

DATE PRIN	TED TEI	RMS OF SALE	SHIP VIA	F.O.E		FREIGHTTERMS
02/02/ BID OPENING DATE:	2010					
	$\frac{02/11}{}$		BID	OPENING T	IME 01	:30PM
LINE	QUANTITY	UOP CAT ITE	MNUMBER	UNITA	RICE	AMQUNT
	ي و نوان ما داده المادة					
				}		
ſ		ADDENDUM NO.	2			
ľ						
	1 QUESTIONS	AND ANSWERS ARE	ATTACHED			
	Z ADDENDUM	ACKNOWLEDGMENT I	S ATTACHED	THIS DO	CUMENT	
f	STOULD BE SI	GNED AND RETURNE URN MAY RESULT II	D WITH YOU	R BID FA	ILURE TO	
5	YOUR BID.	OKN MAT KEBULL II	N DISCOULT	FICATION ()F	
	·			ļ	i	
ļ	1					
Į.	EXHIBIT 10					
Ţ	221112511 10					
		REC	QUISITION	NO · HHP10	1048	
Ì					1040	
P P	DDENDUM ACK	OWLEDGEMENT				
k	HEREBY ACK	IOWI EDGE DEGETDE	00 000	~ ^		
Ā	DDENDUM(S)	OWLEDGE RECEIPT AND HAVE MADE THE	OF THE FOL	TOMING CH	IECKED	
þ	ROPOSAL, PLA	NS AND/OR SPECIF	ICATION.	TC	IS IO MY	
		1				
A.	DDENDUM NO	S:	}			
N	0 1 🗸					\
1					HEL	EIVED
710	0.2		1			
					2010 FFR 1	1 PM 1:18
N	O. 3				#0101 ED 1	1 111 11 10
NO	0.4				At more	tott promite menter of the contraction of the contr
†'`					- NVV Film	KOH IDING
1/10	5 📖 .		-			SICH
		SEE REVERSE SIDE FO	PATERNO AND COM	STATE OF THE STATE		
INATURE VIO	ALD VOU	AFT IN THIS SUC SUC SU	TELEBUONE		DATE	_
LE Porional *	COUNT MON FEN	FEOTONIOS	304	4-346-0549	Fe	bruary 11, 2010
Regional A	LOCODONION CO	550539186		ADDRES	S CHANGES T	O BE NOTED ABOVE
WHEN	N KESPONDING TO	ORFQ, INSERT NAME AN	ID ADDRESS IN	N SPACE ABOV	E LABELED	'VENDOR'

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

- 1. 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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
- 5. Payment may only be made after the delivery and acceptance of goods or services
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process
- 11. Any reference to automatic renewal is hereby deleted The Contract may be renewed only upon mutual written agreement of the parties
- 12 BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor
- 14. 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 Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www state wv us/admin/purchase/privacy/noticeConfidentiality.pdf
- 15. 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, and the West Virginia Insurance Commission 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
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud | further certify that | am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division Complete all sections of the quotation form
- 2 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. Unit prices shall prevail in case of discrepancy All quotations are considered FOB destination unless alternate shipping terms are clearly identified in the quotation
- 4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5 Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va CSR §148-1-66)



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

TERMS OF SALE

Request for Quotation

Ţ

SHIP VIA

HHR10048

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 804-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25301

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

DATE PAIN	Market Art Street and principal Conference Conference	TEHI	MS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE	2010 1	2/11/	2010			
LINE	QUAN		UOP CAT	ITEM NUMBER	TD OPENING TIME UNITERICE	O1:30PM AMOUNT
			NO:			AMOGNI
						'
	TIMDED	COLVED	DITAD ELAT:	TIDE BO GOVERN		
	ADDENDII	M(S) M STAND	THAT FAL	LURE TO CONFIR USE FOR REJECT	M THE RECEIPT OF	THE
		(5)	IAI DE CA	DDE FOR REDECT	TON OF BIDS.	
	VENDOR	MUST C	CLEARLY U	NDERSTAND THAT	ANY VERBAL	
	REPRESE	NTATIC	N MADE OF	R ASSUMED TO B	E MADE DURING ANY	
	DRAL DI	SCUSSI	ON HELD I	BETWEEN VENDOR EL IS NOT BIND:	'S REPRESENTATIVE	S
	INFORMA	TION I	SSHED IN	WRITING AND A	ING ONLY THE	
	SPECIFI	CATION	IS BY AN	OFFICIAL ADDEN	DUM IS BINDING	
				1 1	0 /	
				1 010	MIB (Cau)	
		J			SICNATURE ()	• •
				0-4-7-	1	
	 			Casto rec	hnical Services	
i					COMPANY	
				February 1	1, 2010	
				II-	DATE	
ļ	ነለ∩ጥ⊑፣ ጥኒ	ITG NO	DENTING AC	WNOUT EID CHAIRAIN		
į	WITH THE	BID	DENDOM AC	KNOMPEDGEMENT.	SHOULD BE SUBMITT	ED
Ī	REV 09/	'21/2þ	09			
			Ī			
1) IM∃	D OF ADDE	NDUM NO 2		
				TOTAL TOTAL		
			İ			
ļ						
			· ·			
	80000000000000000000000000000000000000			Venac Norres		
GNATURE \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	10 12	7.	oee He	VERSE SIDE FOR TERMS AND	E	TE
TLE Regional A	u D	FEIN	1		304-346-0549	February 11, 2010
Kegional A	account N	ıan. ⊨‴	\$50539186		ADDRESS CHANG	GES TO BE NOTED ABOVE



MODE

DATE PRINTED

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

Request for Quotation

T 0

RFQ NUMBER HHR10048

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER B04-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25301

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
02/02/2010 DOPENING DATE:				
OPENING DATE:	02/11/2010	BID	OPENING TIME O	1:30PM
rine dr	ANTITY UOP CAT	TEM.NUMBER	UNIT PRICE	AMOUNT:
01.	JB	936-10	25570 00 Manthly	\$69.064.00 A
BIANKI	1 ET CONTRACT TO F	ROVIDE HVAC MAINT	\$5672.00 Monthly	\$68,064.00 Annual
		ADVIDE HVAC PAINT	MANCE	
*****	THIS IS THE E	ND OF RFQ HHR100	48 ***** TOTAL:	\$68,064.00
- Andrews				
	SEER	LEVERSE SIDE FOR TERMS AND COND	ITIONS	
TURE Dlaci	B. Lan	TELEPHONE 304		ebruary 11, 2010
Regional Account				

WY-34 (Rev 05/15/06)

State of West Virginia Purchasing Division



PURCHASE REQUISITION

Agency/Invoice To:	Buyer RW-22	Requisition Date 02/01/2010		
WV Dept of Health and Human Re BUILDING MANAGEMENT	U2/01/2010 WVFIMS Document #			
ROOM B29	Suggested Vendors:			
350 CAPITOL STREET CHARLESTON, WV	1			
Agency/Ship To:	_ 2 _			
Various Locations as Indicated	Э			
		Additional Vendors on Reverse Side		
This Section Only For: Releases: Direct Pur	chases, Emergency Purchases and Agreements	PURCHASINGDIVISION SUSEONLY		
Vendor Name and Address:	wilders, Criteryency Furchases and Agreements	CommodityCode:		
		instructions:		
VVFIMS Vendor #	AM Vendor #			
CYPRO				
PO	В.			
Item No. Quantity	Description	Unit Price Amount		
	ADDENDUM #1 Type of Purchase			
Cloridadia	ecifications:			
Replace Page 17 Reason: Item #7 South Charleston Add to - Special T Vendor services v Charleston, WV (I owner awards a ci equipment at this HVAC modification facility's HVAC equi	with the attached Page 17A (on page 17) is deleted for 167 11th A , WV (Bio-Safety Level III Building) ferms and Conditions: vill be required for 167 11th Avenue, S Bio Safety Level III Bldg) until such time contract for modifications to the HVAC ocation. The successful vendor provides, will provide the maintenance service uniference discussed the above) End of addendum #1	South ne the ding the ce for the		
Replace Page 17 Reason: Item #7 South Charleston Add to - Special T Vendor services v Charleston, WV (I owner awards a ci equipment at this HVAC modification facility's HVAC equi	(on page 17) is deleted for 167 11th A , WV (Bio-Safety Level III Building) erms and Conditions: //ill be required for 167 11th Avenue, S Bio Safety Level III Bldg) until such time contract for modifications to the HVAC ocation. The successful vendor providus, will provide the maintenance service in the successful vendor providus, will provide the maintenance service in the successful vendor providus.	South ne the ding the ce for the		
Replace Page 17 Reason: Item #7 South Charleston Add to - Special T Vendor services v Charleston, WV (I owner awards a co- equipment at this HVAC modification facility's HVAC equipment (Pre-bid co- orized	(on page 17) is deleted for 167 11th A , WV (Bio-Safety Level III Building) ferms and Conditions: //ill be required for 167 11th Avenue, S Bio Safety Level III Bidg) until such time contract for modifications to the HVAC ocation. The successful vendor provides, will provide the maintenance service inpment. conference discussed the above) End of addendum #1	South the the ding the ce for the		

9

alle proprieta

Mandatory Vendor Pre-Bid Conference for HHR10048

Please Print

SIGN IN SHEET

Page__ 2 7

:

(All bidders must attended this meeting.)

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD.
FIRM & REPRESENTATIVE NAME
MAILING ADDRESS クエイスク Date: January 26, 2010 at 10:00 AM TELEPHONE & FAX NUMBERS

	January 26, 2010 at 10:00 AM	All Agency personnel in attendance at this pre-bid are requested to sign-in.
	FAX	All Bidders are required to the
i	FREE	
1	PHONE	
	FAX 304,346 8920	Company;
	FREE 800, 232, 222	Email Address: Iray @ Castoton (no
1	ASG GAC TO THINK AND	Trace Ray
	FAX 304-755-3270	Company: (05to 1221)
	Settlementalisment of the settlementalisment of the settlement of	Email Address: S.E. 1-4/01 Du Ds L. NC
	PHONE 304-755-0373	Rep: Stallage Total Control of the C
	HAX	Company: Lack office Mechanica
	TREE	Email Address: Kuss. Murrey BAAMSERNIG Cox
	TOLL TOW DOG - 6858	Rep. Huss Museau C
	l i	Company: ANA MECHANICA SUC.
<u> </u>	FREE	Email Address:
	PHONE	Rep: Original Las
- .l	SAL GLAS NOMBERS	Company: DFIHK

Feb

Mandatory Vendor Pre-Bid Conference for (All bidders must attended this meeting.) HHR10048

7

Please Print

SIGN IN SHEET

the terminal newspapers of manager and and and

Page_ 7 2

i

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD.

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS Date: January 26, 2010 at 10:00 AM לבו המעכו

	January 26, 2010 at 10:00 AM	All Agency personnel in attendance at this pre-bid are requested to sign-in.
	FAX	All Bidriers are very live of the live of
AMESAN CARAMAN	PHONE TOLL tax	Email Address:
A TOTAL CONTROL OF THE PARTY OF	FAX	Wulledung.
	FREE	Email Address:
	可以の	Rep:
	PHONE 304-722 -181	8
	110-	Company: Presentect Sexu
<u> </u>	TOLL 504 - 562 - 7705 FREE	Email Address: 3hs peace resim cowy con
·- <u></u> <u>-</u> <u>-</u>	FAX 304-722-1846	Company
<u></u> - :	FREE /-820-766-28-2909	Email Address: RMEADows ApTS, COM
	PHONE 304-722-18/1	Rep: PLOK MEADOWS
l	I ELEPHONE & FAX NUMBERS	Company: 715183010 TECHANICA! Sanding



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

Request for Quotation REQNUMBER HHR10048

HHR10048

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAGE	
1	

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT
VARIOUS LOCALES AS INDICATED Ť

RFQ COPY TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25322

O1 /1E) - J-Fr	IMS OF SAL	5	\$HIP)	(IA	FOB		FREIGHTTERMS
BID OPENING DATI	2/11/2	2010			BID OPENING TIME 01:30			• 30PM	
LINE	0.0166600000000000000000000000000000000	VIIIY	UOP	CAT NO.	ITEM NUI		UNIT PE		AMOUNT
			50,50,0,0,0,0						
			ADI	ENDU	NO, 1				
		7 CT Dr			****			_	
	ORIGINA	ACE PU L BID	PACKA	CE MI	TH THE AT	INCLUDE	D WITH TH CORRECTED	E FORM	
	TO CONF	IRM TH	AT PF	E-BII	WILL TAP	E PLACE	ON JANUA AVIS SQUA	RY 26,	
	LOCATED	ON TH	E COF	NER C	F CAPITOI	AND WA	SHINGTON	KE, STREETS	
	IN CHAR	LESTON	r, wv.						
001		-	TD	,	26 10				
1001		1	В	7	36-10	•	5672.00 Mo	nthly	\$68,064.00 Annual
	BLANKET	CONTR	ACT T	O PRO	VIDE HVAC	MAINTE	NANCE		PROPERTY AND THE PROPERTY OF T
						į			
	*****	THIS	IS TH	E END	OF RFO	HHR100	48 *****	TOTAL:	\$68,064.00
					•				
			į						
CIGNATI/DE	<u>, -</u>		, ,	SEE REV	ERSE SIDE FOR TE	terendo de la companya de la company			I
SIGNATURE	محر -	20 K	an			TELEPHONE 30	4-346-0549	DATE	ebruary 11, 2010
Regional	Account	Man.	[™] 5505	39186			ADDRES	SS CHANGES	TO BE NOTED ABOVE

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

- 1. 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7 Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor
- 14. 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 Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form
- 2. 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. Unit prices shall prevail in case of discrepancy shipping terms are clearly identified in the quotation
- 4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. CSR §148-1-66)

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

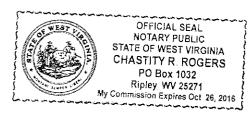
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Casto Technical Services	
Authorized Signature: Say John	Date: February 11, 2010
State of	
County of Kanaulia, to-wit:	
Taken, subscribed, and sworn to before me this $\t \t \t$ day	of February , 2010
My Commission expires Oxober 20	, 20](0
AFFIX SEAL HERE	NOTARY PUBLIC Mastit & Rogers



Purchasing Affidavit (Revised 12/15/09)



AMNOOR

RFQ COPY

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

Request for Quotation

HHR10048

#PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

01-D F-O

DATE PRINTED TERMS OF SALE SHIP VIA ECB EDECATTED VIS

TYPE NAME/ADDRESS HERE

Casto Technical Services

540 Leon Sullivan Way

Charleston, WV 25301

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

01/13/	2010			000000000000000000000000000000000000000					
BID OPENING DATE	,	2/11/	2010	an	<u> </u>	BID	OPENING TIM	E 01	:30PM
LINE	QUANT	80.000 miles	UOP	CAT NO	ITEM NU		UNIT PRICE		AMOUNT
0001	BI ANKET	1	JB RACT		936-10 DVIDE HVA		\$5672.00 mon	thly	\$68,064.00 annual
	DLANKE						INTENANCE		
	EQUIPME ATIVE M SERVICE AND AIR	NT AN AINTE , AND COND	D SUP Nance Repa Ition	PLIES PROG IR TO ING (TO PROVI RAM TO IN MAINTAIN HVAC) EQU	DE A CO CLUDE I HEATIN IPMENT	LABOR, MATE MPLETE PREV NSPECTION, G, VENTILAT IN A SAFE A	ENT- ION ND	
		, SAT	E, AN				DANCE WITH PER THE ATT		
	EXHIBIT	_							
	ON YEAR OR IS NECE ORIGINA	UNTI SSARY L CON	SUC SUC TO O TRACT	ND EX H "RE BTAIN TH	TENDS FOR ASONABLE A NEW CO E "REASON	A PERI Time" T Ntract Able Ti	ES EFFECTIV DD OF ONE (HEREAFTER A DR RENEW TH ME" PERIOD	l) S E Shall	
	TIME" T REASON WRITTEN	HE VE UPON (NOTI	NDOR SIVINCE.	MAY T	DIRECTOR	THIS COL	THIS TREAS NTRACT FOR CHASING 30	ANY Days	
	UNLESS	SPECI	IC P		erse side for te	AMS AND CON	TED ELSEWHE	RE IN	
SIGNATURE	Drac	17	, 20	2		TELEPHONE 30	4-346-0549	DATE	ebruary 11, 2010
Regional .	Acct. Mar	1.	5505:	39186) '				TO BE NOTED ABOVE

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

- 1. 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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
- 5. Payment may only be made after the delivery and acceptance of goods or services
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process
- 11. Any reference to automatic renewal is hereby deleted
 The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor
- 14. 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 Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for

HHR10048

MADDRESSIONESSAUNDENCESIOFARENSIONOR

ROBERTA WAGNER 304-558-0067

REC NUMBER

WI-D T O

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

RFQ COPY TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25301

DATE PRIN	200000000000000000000000000000000000000	JEF	MS OF SAL	E		SHIP VIA		F)	0.8		FREIGHTTERMS
01/13/ BID OPENING DATE:		02/11/	2010			DID		ENING	T The		. 7004
LINE	100000000000000000000000000000000000000	ITTY	LIGP	CAT							:30PM
FINE	G G G G	11.1	207	NO.		MNUMBER		UNI	PAICE		AMGUNT
•							1				
						TERMS, CO					
			HEREI	N ARE	FIRM	FOR THE L	IFE	OF TH	IE		
=-	CONTRA	، ایا									
	RENEWA		S CUN	TPACT	MAV R	E RENEWED	110	ON THE	MILTIIA		
						ING UNIT				L	
	SUBMIT	TED TO	THE	DIREC	TOR OF	PURCHASI	NG	THIRTY	(30)		
	DAYS P	RIOR T	O THE	EXPI	RATION	DATE. SI	JICH	RENEW	IAL SHA		
	BE IN	ACCORD	ANCE I	WITH	THE TE	RMS AND C	ONE	ITIONS	OF TH	E	
						BE LIMITE	ד מ	O TWO	(2)		
	SUCCES	PIAE 0	NE (1) YEA	K PERI	ขมร.					
	CANCEL	LATION	: TH	אות =	FCTOR	OF PURCHAS	STN	C PECE	DVEC T	uE	
•	RIGHT '	TO CAN	CEL T	IS C	ONTRAC	T IMMEDIA	ΓEL	Y UPON	WRITT	EN	
:	NOTICE	TO TH	E VEN	OOR I	F THE	COMMODITIE	S	AND/OR	SERVI	CES	
	SUPPLII	ED ARE	OF A	N INF	ERIOR	QUALITY O	S D	TON O	CONFOR	M	
•	WITH T	HE SPE	CIFIC	ATION	S OF T	HE BID ANI	C	ONTRAC	T HERE	IN.	
	OPEN MA	VDKET	CLAHSE	. Tu	E 1170E	CTOR OF PL	100	HACTHO	MAN		
	AUTHOR	IZE A	SPEND	ING U	NIT TO	PURCHASE	חא	THE O	PEN		
						F A REQUIS					
	ESTIMAT	ΓE, IT	EMS SF	PECIF	IED ON	THIS CONT	r RA	CT FOR			
						NCIES DUE					
						MITED TO I					
	IKANSPU VOLUME			AN U	NANIIC.	IPATED INC	RE	ASE IN	THE		
	VOLONE	O. WO									
	INSURAN	ICE: S	JCCES	SFUL N	VENDOR	SHALL FUR	NI	SH PRO	OF OF		
	COVERAG	E OF	COMMER	RCIAL	GENERA	AL LIABILI	TY	INSUR	ANCE		
						TRACT. UN					
	SPECIFI Though	ICE CO	IHE E	E BEUN	JCOMEN.	TS, THE MI IS \$250,00	NI	MA MUM	DUNT O	F	
	THOURM	102 00	CRAGE	. KEUK) 1455 '	.o ₹250,8t	٠, ١				
	WORKER'	S COM	PENSAT	ION:	VENDO	R IS REQUI	RE	D TO P	ROVIDE	A	
	CERTIFI	CATE	ROM W	ORKE	r's coi	MPENSATION	I	F SUCC	ESSFUL	•	
				SEEREV	ERSE SIDE I	OR TERMS AND CO	NOT	ONS			
GNATURE	nac		2	س		TELEPHONE 3	04-	346-054	9	ATE F	ebruary 11, 2010
Regional A	Acct. Ma	n. FE	55053	9186		-]	ADD	RESS CHAN		TO BE NOTED ABOVE
	N DECDE	<u> </u>	- n	(A (C)****		110 1000000	10.0				



DOGEMA

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

Request for

HHR10048

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

304-558-0067

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

RFQ COPY TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25301

DATE PRIN	**********	TER	MS.OF SALE	SHII	VIA		F.O.B.	FREIGHT TERMS
01/13/ BID OPENING DATE		02/11/	2010		RTD	DPENIN	C TIME	01:30PM
£INE		UTUY .	IOD CA		UMBER:		INITPRICE	AMOUNT
			ŊC					
	BANKRII	PTCY:	IN THE	EVENT THE	VENDOB/C	UMIDVC.	TOP ETLE	
-				CTION, THI				
	E .	NULL A	ND VOID,	AND IS TE	RMINATED	WITHOU	UT FURTH	ER
	ORDER.							
	REV. 9	/98						.,
				į				
	EXHIBI	1 4						
	LOCAL	GOVERN	MENT BOD	IES: UNL	ESS THE	VENDOR	INDICATE	ES
	IN THE	BID H	IS REFUS	AL TO EXTE	ND THE P	RICES,	TERMS,	
	AND CO	NDITIO	NS OF TH	E BID TO C	OUNTY, S	CHOOL,	MUNICIPA	AL
	TO POI	HEK LU	CAL GUVE	RNMENT BOD SIONS OF T	IES, THE	BID S	HALL EXT	EN
	VIRGIN			NDOR DOES				
		, TERM	S, AND C	DNDITIONS:	OF THE B	ID TO A	\LL	
	POLITI	CAL SU	BDIVISIO	S OF THE	STATE, T	HE VENI	OR MUST	
	CLEARL	NUT BO	CATE SUC	I REFUSAL The Award	IN HIS B	ID. SU	CH REFUS	SAL
	MANNER		COODICE	INE AWARD	OL IUTS	CUNIKAL	.i IN AN	
	REV. 3.	/88						
	INDUIR	IES:						
				ALL BE ACC				
	BUSINE	SS ON	JANUARY :	22, 2010.	QUESTION	S MAY E	E SENT V	/IA
	USPS, I	PECETA	NEC VM III ONKIEK OI	R E-MAIL. Mair adva	IN ORDER	TO ASS	URE NO	
	QUESTI	DNS WI	LL BE ANS	SWERED DRA	LLY. IF	POSSIBL	E. E-MAI	F 1
	QUESTI	ONS AR	E PREFERI	RED. ADDRES	SS INQUI	RIES TO):	-
		Ì						
VONATION			SEE	REVERSE SIDE FOR		DITIONS		
SIGNATURE	rae	-i 7 <u>3</u>	<u>, 2a</u>		TELEPHONE 30	4-346-05	49 DA	February 11, 2010
Regional	Acct. Ma	n.	^N 55053918	16		Al	DDRESS CHAN	GES TO BE NOTED ABOVE
3421.0		SEINING T	- DEO (1)01	TOT NAME AND				



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

Request for Quotation

ρ

Ŧ

HHR10048

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE

Casto Technical Services 540 Leon Sullivan Way Charleston, WV 25301

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

DATE PRINTED TERMS OF SALE SHIP VIA FO:B FREIGHTTERMS 01/13/2010 BID OPENING DATE: 02/11/2010 BID OPENING TIME 01:30PM CAT NO LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNEROWV.GOV CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV TELEPHONE: (304) 558-7890. 25305. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: Casto Technical Services CONTRACTORS NAME WV001241 CONTRACTORS LICENSE NO THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE February 11, 2010 304-346-0549 Regional Account Man. 550539186 ADDRESS CHANGES TO BE NOTED ABOVE

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



RFQ COPY

1

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

Request for Quotation

HHR10048

ROBERTA WAGNER 304-558-0067

TYPE NAME/ADDRESS HERE **Casto Technical Services** 540 Leon Sullivan Way Charleston, WV 25301

SH-P TO

HEALTH AND HUMAN RESOURCES **BUILDING MANAGEMENT** VARIOUS LOCALES AS INDICATED

ADDRESS CORRESPONDENCE TO A CENTION OF

BID OPENING DATE: 02/11/ LINE QUANTITY PURCHASE ORI	ER/CONTRACT. THE CONTRACTOR OR	BID OPENING TIM SUMBER UNIT PRICE	
3	ER/CONTRACT. THE CONTRACTOR OR		AMQUNT
	THE CONTRACTOR OR		
•]	
THE HIGHER (RATES AS EST TO WEST VIRO	ABLISHED FOR KAN	MENT OF LABOR MINIMU NAWHA COUNTY, PUR ET, SEQ. (PREVAILING	M WAGE
CURRENTLY UT IS ISSUED TH MUST ACCEPT CARD FOR PAY	ILIZES A VISA PURC Rough a bank. The The state of west	THE STATE OF WEST VICHASING CARD PROGRAM SUCCESSFUL VENDOR VIRGINIA VISA PURCHA PLACED BY ANY STATE	WHICH ASING
ROOM CR#1 AT INTERESTED P FAILURE TO A DISQUALIFICA	ONE DAVIS SQ., CH ARTIES ARE REQUIRE	LD ON JANUARY 26, 20 IARLESTON, WV. ALL ID TO ATTEND THIS MED IY PRE-BID SHALL RESUMENT ONE PERSON MAY	ETING.
POTENTIAL BI OFFICIAL DOC PRE-BID. FA REPRESENTATI IN DISQUALIF ACCEPT ANY O THE BIDDER I COMPLETED TH	DDERS TO COMPLETE. UMENT VERIFYING AT ILURE TO PROVIDE Y VE NAME ON THE ATT ICATION OF THE BID THER DOCUMENTATION S RESPONSIBLE FOR E INFORMATION REQU PURCHASING DIVISIO	ENDANCE SHEET WILL IN THE STATE WILL NO TO VERIFY ATTENDANCE ENSURING THEY HAVE IRED ON THE ATTENDANCE AND THE STATE AGENTY.	S THE DATORY RESULT DT CE.
FAILURE TO C	OMPLETE THE PRE-BI	LITY FOR A BIDDER-S D ATTENDANCE SHEET. TERMS AND CONDITIONS TELEPHONE	IN DATE 2/11/10
WILLY DECOMPLY	- DEA (LOPEZ-1141	ADDRESS IN SPACE ABOVE	CHANGES TO BE NOTED ABOVE



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

Request for Quotation

HHR10048

PAGE

ADDRESS:CORRESPONDENCESTO ATTENTION OF

ROBERTA WAGNER 304-558-0067

SH-P FO

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

RFQ COPY
TYPE NAME/ADDRESS HERE
Casto Technical Services
540 Leon Sullivan Way
Charleston, WV 25301

***************************************	ERMS OF SALE	SHIP VIA	FCB	FREIGHTTERMS
01/13/2010 BID OPENING DATE: 02/11	/2010	nrn o	DENTILO TIVE A	
LINE QUANTITY	UOP CAT			1:30PM
CINE SCANTIN	NO NO	ITEM NUMBER	UNITPRICE	AMOUNT
ADDITION, V	VE REQUEST THAT	ALL POTENTIAL FAX NUMBER.	BIDDERS INCLUD	Ē
THE STARTIN LATE, BUT F PORTION OF BIDDERS WHO PORTION OF OF THE PRE-	FIGURE FOR THE PRIOR TO THE DITHE PRE-BID WILL NOT BEID WILL NOT B	PRE-BID. BID SMISSAL OF THE LL BE PERMITTE CONCLUSION OF UT DURING ANY	D TO SIGN IN. THE TECHNICAL SUBSEQUENT PART	
ATTENDANCE	SHEET.			
	NOTICE		9	
A SIGNED BI	D MUST BE SUBM	ITTED TO:		
PURCHA BUILDI 2019 W	MENT OF ADMINI SING DIVISION NG 15 ASHINGTON STRE STON, WV 2530	ET, EAST		
PLEASE NOTE	: A CONVENIENC	E COPY WOULD B	E APPRECIATED.	
THE BID SHO THE ENVELOP SEALED BID	ULD CONTAIN THE E OR THE BID MA	IS INFORMATION AY NOT BE CONS	ON THE FACE OF IDERED:	
BUYER:	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	ROBERTA WAGNER	/FILE 22	
RFQ. NO.:		HHR10048		
BID OPENING		02/11/2010	المنا بين الورد مناه شاه دانك جوب بين بين شده شده العرب الاستادات	
IGNATURE	SEE REVERSE	SIDE FOR TERMS AND CONDI		
The thee t		304	~340-0349	February 11, 2010
Regional Acct. Man.	55053918 6		ADDRESS CHANGES	TO BE NOTED ABOVE



RFQ COPY

540 Leon Sullivan Way

Charleston, WV 25301

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

Request for Quotation

HHR10048

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

TYPE NAME/ADDRESS HERE **Casto Technical Services**

61+**5** Ţ

HEALTH AND HUMAN RESOURCES BUILDING MANAGEMENT VARIOUS LOCALES AS INDICATED

01/13/		TERMS OF S	ALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE		2/11/2010		BID	OPENING TIME	01:30PM
LINE	QUANTI	TY LIOP	CAT. NO	TEM NUMBER	UNITPRICE	AMOUNT
	BID OPE	NING TIME	:1	:30 PM		30 a 30 a
	TO CONTA	PROVIDE A ACT YOU R 1-346-8920	FAX NUMBER	R IN CASE IT DUR BID:	IS NECESSARY	"
	ļ	PERSON (PLEASE PRI	NT CLEARLY):		
						\$68064.00
	****	THIS IS	THE END OF	RFQ HHR10	048 ***** TO	TAL:
SIGNATURE			SEE REVERSE SIC	DE FOR TERMS AND CON		ı
\ \ <u>\</u> '>	nae	<u>, B. C</u>	2an	TELEPHONE 30	4-346-0549	February 11, 2010
Regional A	Acct. Man.	FEIN 550	539186		ADDRESS CHA	NGES TO BE NOTED ABOVE

REQUEST FOR QUOTATION

HHR10048

Vendor shall provide all supervision, labor, materials, equipment and supplies to provide a complete preventative maintenance program to include inspection, service, and repair to maintain heating, ventilation, and air conditioning (HVAC) equipment (Exhibit A – Equipment List Bid Sheet) in a safe and efficient operating condition in accordance with all federal, state and local regulations.

Normal inspections and lubrication shall be made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Routine examinations of each piece of equipment shall be made on a scheduled basis and shall include all necessary adjustments and lubrication to keep the equipment in operation.

Vendor must be able to connect and fully utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC building management systems included in this contract. (See Exhibit B – Background Information). These systems may include but not be limited to the following:

350 Capitol Street, Charleston, WV 25301 (Diamond Building) – Trane Tracer 100 system (revision 15.2) with telephone dial-up access. This system monitors the following controllers: Trane VVT System, Trane TCM controllers and Trane PCM controllers. The DDC system controls the make up air system, cooling tower and boiler loop and several VVT systems.

500 Capitol Street, Charleston, WV 25301 (Parking Garage) – This is packaged Terminal A/C – Two Sanyo and one Trane.

619 Virginia Street, West Charleston, WV 25301 (Medical Examiner's Building) – Metasys Extended Architecture control system with web browser access. The system employs a Network Automation Engine (NAE 3500 Series) to supervise unitary field controllers that are connected to each rooftop air-handling unit that have a combination temperature and humidity space sensor and use factory economizer controls. The control system also monitors and controls exhaust fans within the building. There is a single, standalone, TSI 8600 Series Room Pressure Controller that maintains a constant negative pressure set point in the autopsy suite.

167 11th. Avenue, South Charleston, WV (Laboratory Services) – This address is used by both the State Hygienic Laboratory and the Bio-Safety Level III Lab. The Hygienic Lab was renovated in 2006 and a portion of the equipment may still be under the manufacturer's warranty. Programmable thermostats control equipment.

167 11th. Avenue, South Charleston, WV (Bio-Safety Level III Lab) –The Level III Lab's equipment was installed in 2004 and is out of manufacturer's warranty. Honeywell Webs Tidium Control System with web browser access. The Tridium panel (WEB403-R2) supervises the XL500 control system that uses Distributed I/O to control and monitor the HVAC system along with the VHP Decontamination System

(vaporized hydrogen peroxide gas) and the five zone TSI 8600 Series room pressure controller.

Normal inspections shall be made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Vendor must be able to connect and fully utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC building management systems.

Vendor shall review all operating sequences and practices of the current equipment in order to assure the effective environmental conditionings while minimizing operational costs. This initial survey of the operating parameters will be conducted within the first 60 days of the contract award – except for certain seasonal systems. Seasonal equipment will be surveyed during the next appropriate operating season. Survey shall include, but not be limited to, time schedules, reset schedules, economizer changeovers where applicable, set points, and energy management routines.

Vendor shall develop a comprehensive report of findings with recommendations for operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment. Approved changes shall be made during scheduled maintenance visits at no additional cost to the Agency. Approved changes that require additional devices, hardware, software and programming shall be done under the requirements for additional works herein after in Section titled "Other Work".

Service call work shall be accomplished during hours of regular scheduled work days. These hours are 8:00 A.M. to 4:30 P.M., Monday through Friday. Routine scheduled maintenance work that would cause disruption of business activities during the regular business hours shall be performed after 5:00 P.M. daily, over weekends or on scheduled holidays. Emergency work shall be preformed as requested.

Only under emergency situations will the Vendor remove any equipment from service without prior approval from the Agency. Any equipment removed from service by the Vendor for maintenance shall be restored to service promptly; under no circumstances shall any equipment covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Vendor has obtained prior approval from the Agency. The request for said approval shall include a description of the extended maintenance actions and the estimated length of the period of non-service, and shall be made well enough in advance so that the down-time can be scheduled.

Should any equipment covered by this contract by removed from service by the Agency, or at the direction of the Agency, for any extended period of time for renovations or like reason, the Vendor shall reduce the contracted monthly charges proportionately each day that the equipment is out of service.

For the purpose of clarification, any item not specifically excluded above shall be considered the Vendor's responsibility under the scope of a full routine repair maintenance services. The following items are excluded at each location:

Household refrigerators and appliances.

Water fountains and/or bottled water-cooling units.

Refrigerated soda or drink dispensing machines.

Individual personal portable appliances – fans, foot warmers, heating pads.

Competence of Vendor

"During the last five (5) years, the vendor must have satisfactorily installed and maintained, HVAC equipment of the type, character and magnitude as defined in the attached Exhibit A - Equipment Listings Bid Sheet of this contract." Vendor are required to furnish information concerning the five largest facility contracts, explaining capacity, experience, ability, responsibility, previous work, and their current amount of similar work.

Vendor shall have in his direct employment the necessary organization and proper facilities to properly fulfill all the service required. They must employ only skilled, competent and trained equipment personnel, and must provide a resume that they have a working knowledge of the engineering data, wiring layouts, and materials of specified equipment and/or equipment.

The Agency requires Vendor to have adequate personnel available in Kanawha County, West Virginia eight (8) hours a day, between the hours of 8:00 am to 4:00 pm, Monday through Friday, with legal holidays excluded.

Emergency Telephone Services

Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached everyday of the week, including Sundays and Holidays. Vendor will be asked to respond to emergency situations as communicated to Agency by our tenants and the public in general. To facilitate this cooperative communication., the contract Vendor will establish a call down list or other procedure that will insure the quickest possible response time.

Extent of Work

Vendor shall provide regular and systematic examinations and preventative maintenance service, making examinations at scheduled monthly intervals, at which time he shall take necessary actions to restore the equipment to satisfactory and safe service. By using preventative maintenance methods, the Vendor shall furnish and install parts as necessary to keep the equipment in the best possible working order.

At all times, the Vendor shall also maintain the efficiency, speed and safety for the equipment as designated by the original manufacturer specifications. The Vendor shall perform all necessary examinations and adjustments to maintain equipment at the specified limits; adjust or replace all safety devices, including regulators, limit switches, pressure relief valves, or other safety or regulating devices. All of the aforementioned tasks are to be done whenever necessary to insure maintenance of adequate safety factors, and in accordance with these specifications. The Vendor shall provide Agency with copies of water treatment field reports and make sure additives are adjusted immediately to compensate for any imbalances in the system. The Vendor shall also replace annually, or as needed, all 9 volt batteries used in the T7200 thermostats and replace all belts on the BAC cooling tower.

The routine repair maintenance program under this contract shall include, but is not limited to: replacement of batteries in thermostats, cleaning, painting, lubricating, packing, sealing, adjusting, calibrating, repairing, furnishing and replacing of filters (except HEPA filters), and furnishing and replacing parts and equipment. It shall include the furnishings of all equipment necessary in the performance of these tasks, as required in the specifications. Under the routine maintenance program, parts and equipment shall include, but shall not be limited to the following: bearings, belts, filters, gaskets, controls, safety devices, controllers, control parts, coils, switches, contacts, and valves, control panels, chemicals, lubricants, fluids, gases, motors, pumps, and fittings or connections. During routine and/or regular maintenance schedules of HVAC equipment serving areas of laboratory equipment, the Vendor shall monitor readings of the pressures differentials on the Magnehelic Guages on all HEPA cabinets to assure sufficient air volumes are being supplied for the safety of the personnel. Bag-In-Bag-Out HEPA filter service is performed under a separate contract and shall not be priced within this contract.

Vendor will also be responsible for replacement of ceiling grid and tiles should they become soiled or damaged. Replacement tiles and grid parts will be furnished from Agency's inventory on a limited basis. Agency will make final determination whether to clean or replace on a case-by-case basis.

Spare Parts Inventory

Vendor must maintain spare heat pump chassis (owned by Agency) of each heat pump size in a working condition for emergency change out during evening hours or as directed by the Agency. This applies only to the equipment at 350 Capitol Street, Charleston, WV.

Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment identified in this contract. Such spare replacement parts should be kept in a warehouse inventory or available from manufacturing facilities located strategically within the United States and available within twenty-four (24) hours. All replacements shall be equal to or better than original manufacturer's parts.

Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of wear or breakage, but is unavailable from the manufacturer due to obsolescence, still remains the Vendor's responsibility to replace, repair or renew from another available, reliable source.

Access to Buildings

All facilities identified in this contract require card access to gain entrance. The successful vendor will have to identify principal service personnel which will be issued access cards and certain keys to perform service. Vendor will be responsible for controlling the cards and paying a replacement fee, if the cards become lost or stolen. Vendor will notify Agency immediately of any card that can not be accounted for and instruct all staff on security procedures issued by the Agency.

Vendor's access to the Office of Laboratory Services and Chief Medical Examiner buildings will have to be arranged and coordinated with maintenance and/or management staff to be present during testing and autopsy procedures.

Inspection and Tests

Vendor shall examine all safety devices and shall perform routine safety tests according to manufacturer's recommended schedule and standards. Tests will be performed in the first sixty (60) days of the contract and subsequently as recommended by the equipment manufacturer. Such tests shall be performed and results duly recorded on a mechanical room maintenance chart, as well as any other test reporting documents.

Job Material Storage

After award of the contract, the Vendor may store repair parts at the job site for emergency or quick replacement. All replacement parts, lubricants, etc. shall be kept in suitable Vendor furnished metal cabinets in the equipment machine rooms.

Records and Reporting

Vendor shall submit a proposed schedule of all inspections, lubrications, adjustments, tests, cleaning, routine repairs and other preventative maintenance activities that the Vendor shall be performing on a routine basis during the life of this contract.

Vendor's representative shall report to the Agency or their designated representative prior to performing any work specified in this contract. Vendor shall provide and keep current a suitable chart, posted in the machine room of the equipments, on which entries shall be made to indicate the status of all servicing and maintenance work performed; likewise, status reports shall be submitted to the Agency, or its designated representative monthly. Vendor shall maintain a complete, orderly, and chronological log (including drawings, parts lists, and wiring diagrams) of call-backs and repairs on all equipment. Vendor shall maintain updated contract wiring diagrams for the equipment in each equipment room. These wiring diagrams shall be permanently mounted on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

Owner's Right to Inspection, Test and Cancellation

Agency reserves the right to make such tests and inspections as and when deemed advisable to ascertain if the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the Agency may demand that the Vendor immediately initiate corrective action to restore the equipment to a condition that conforms with the specifications contained herein, and should the Vendor then fail to comply with the Agency's demands for corrective action, then the Agency may, by written notice to the Vendor, terminate the Vendor's right to proceed further with the work. In such an event, the Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to Vendor.

Sub-letting/Assignment

The successful vendor shall not at any time sell, convey, transfer mortgage pledge, or assign this contract, either in whole or in part, nor any of its rights, title, interest or privileges hereunder, nor sublease or sublet any of the facilities, or any part thereof.

Payment

Upon completion of the work in a manner satisfactory to the Agency, payments in amounts stipulated in the contract will be made monthly in arrears in accordance with State fiscal procedure, upon submission of the Vendor's invoice.

If necessary, at the commencement of termination of this contract, payments shall be made for any fractional part of month's service at the rate of one-thirtieth (1/30th) of the monthly charge for each day of service rendered.

Monthly billings must be accompanied by service reports, indicating hours worked and work performed on the equipment during the month. The signature of the Director of the Agency, or his representative, shall verify reports. Failure to comply will result in the withholding of monthly payments.

Withdrawal or Addition to Agreement

In the event that the Agency shall withdraw or add any equipment to or from service, or the usefulness of any equipment shall end, during the term of this contract, the Vendor shall agree to negotiate, in writing, an acceptable increase and/or reduction of cost for service for the balance of the duration of said contract.

Pricing of Services

Vendor shall provide a monthly individual price for each equipment item listed on Exhibit A.

Other Work

The vendor may be asked to perform non-preventative maintenance work by the Director of Maintenance and Planning and in cooperation with the Maintenance Supervisor of the facility. The Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%.

Mechanic = \$ 78.00 per hour Helper = \$ 53.00 per hour

Documentation of the Vendor's cost for materials, in the form of invoices from third-party vendors, shall accompany any bills to the Agency for work as defined in this paragraph.

Invoices and Payments

Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services. Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Special Terms and Conditions:

Insurance Requirements: Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

- 1. For bodily injury (including death): minimum of \$500,000 per person & \$1,000,000 per occurrence.
- 2. For property damage and liability: minimum of \$250,000 per occurrence.

Prohibition Against Gratuities: Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the Sate shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

Vendor Relationship: The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor, as an independent vendor, is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of the contract. Neither the Vendor, any employees of the Vendor, or subcontractor for the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and Vendors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Worker's Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

Indemnification: Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any sub-vendor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or sub-vendors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of

the Vendor, its officers, employees or sub-vendors to observe State and Federal laws, including but not limited to labor and wage laws.

Compliance with Laws and Regulations: Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures: Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. Vendor may with prior written consent of the State, enter into written subcontracts for performance of work under this contract: however, the vendor is totally responsible for payment to all sub vendors.

Liquidated Damages: According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$250 for each day for each equipment for which the vendor does not meet specification of this contract for failure to provide scheduled monthly maintenance by the end of each month. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

Reduction in Services: A deduction in the monthly payment shall be imposed at the rate of one-thirtieth (1/30) of the monthly rate for each day for each equipment which is, at the direction of the Agency or directly by the Agency, removed from service for renovations or like reason.

Record Retention (Access & Confidentiality): Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breech of confidentiality by the Vendor, sub-vendors, or individuals permitted access by Vendor.

Exhibit A - Equipment Listing Bid Sheet

Building Location and Type of Mo: Of Units Mann "Ist 14th Avenue, South Charleston, WW (Latte ottop Unit 1 1 Y ottop Unit 1 Green Intifugal Roof Exhaust Fan 1 Green		Size: Area Served & Building): 7.5 Ton	a:Served MgGel.Number		Seral O & Widenial	のこれは大いでは、まれたないとのなり
	Orakery Services YORK YORK YORK YORK YORK YORK	Building)		200	Numberi Reference	Monthly
	YORK YORK YORK YORK	7.5 Ton				
	YORK YORK YORK YORK		DF090N10PAAA4	4A4		\$27.00
	YORK YORK YORK	5 Ton	DM060N08P2AAJ1	AJ1		\$27.00
	CORK CORK CORK	5 Ton	DM060N08P2SSJ1	SSJ1		\$27.00
	YORK YORK	4 Ton	DM048N06P2AAJ1	LAJ1		\$27.00
	/ORK	6 Ton	DF072N08P2AAJ1	AJ1		\$27.00
	/ORK	6 Ton	DF072n08P2AAJ1	AJ1		\$27.00
	/ORK	10 Ton	DF120N15P2AAA3	AA3		\$27.00
		8 Ton	DF072N08P2AAJ1	AJ1		\$27.00
	YORK	8.5 Ton	DF102N10P2AAA4	AA4		\$27.00
	YORK	5 Ton	DM060zN08P2AAJ1	AAJ1		\$27.00
·	GreenCheck		GB-070-6			\$7.00
	GreenCheck		GB-141-3		((a) to a ()	\$7.00
1 Gree	GreenCheck		GB-101-4			\$7.00
- Gree	GreenCheck		GB-151-5			\$7.00
1 Gree	GreenCheck	.	SWB-131-5	10		\$7.00
1 Gree	GreenChack		GB-101-4			\$7.00
Belt Driven Exhaust Fan W/Barckward 1 Gree	GreenCheck		SWB-131-5	-S		\$7.00
1 Gree	GreenCheck		GB-131-5			\$7.00
+-	Cook		ACEB-100C2B	2B		67.00
+	Cook		ACEB-70C2B	 8:		67.00
						\$79.00
-	Aaon	10 Ton	RM-010-8-0AA02-334	12-334	200602- AMG-J23854	\$27.00
+	ABon	6 Ton	RM-006-8-0-AA01-322	01-322	200802-AMGF24080	\$27.00
	Aaon	13 Ton	RM-013-8-0-AA		200.00	\$27.00
					Page Total	Page Total \$507.00

A VE ageq
(I# mubnabbA – basivaЯ)

Maintenance	477		Aven Model Burntiger Muriber Permanen Cost		49207 200312- \$101		AKCHO7823	03A711210		Excel 500	435		Page Total	Monthly Total	Cost Breakdown by Longilon.	350 Cepticol Street				Total	_
for HVAC Majn			DEAL SOLVE	(Build)	16 Ton-	uo	٥														
Blanket Contract for HVAC Maintenance		Menufabunar		THE INTERNATIONAL PROPERTY.	Agon 15 T	Aaon 8 Ton	Acme		 	II DAVISH OLD											
	No. Of	# F	haritathn		-	- Control of the same	•	,			$\frac{1}{1}$					-		+	+	 	_
	Building Location and Type of	Equipment	167 11th Avenue, South C.	Martein Air		Maxeup Air	Exhaust with HIPA Filtrallon	Exhaust with HiPA Filtration	Control System	Filter Service											

No. OF
Units Manufacturer 350 Capitol Street, Charleston, WY 25301 (Diamond Building)
2 Data Aire, inc.
2 Nortec Industries
192 Trane
190 / 4 Honeywell Trane / Varirac II
1 Baltimore Aire Coll
1 Lakos
1 Armstrong
3 Armstrong
3 Armstrong
3 Trane
3 Honeywell
1 Loren Cook Company
2 Loren Cook Company
2 Loren Cook Company
2 Siebe
2 Lochinvar Copper-Fin
-
8
192
2 Data Aire, Inc.
3/1 Omark / Ray Wall
1 Re Verber Ray
1 Tane

Manthiy Cost \$26,00 \$13.00 Page Total \$39.00 Exhibit A - Equipment Usting Bid Sheet

Blanket Contract for HVAC Maintenance

Building Eccation and Type of No. Of Szerail D. W. Wantenian

Equipment - Units - Manufacturer Szerail - Szerail - Szerail - Medistrumer - Number - Number - Beisrance - Sold Capito: Street: Charleston, WY 25304. (Rarking: Building) Pages 18-19 Pages 18-19 Santo 1/PTEC 1502G13A Section 9 Section 9 SANYO Trane 64 * Packaged Terminal A/C Packaged Terminal A/C 8 က 4 κŅ φ ^ 8 G 10 Ξ 12 13 4 15 16 17 18 19 20 g 25 2 8 2

Exhibit A - Equipment Usting Bid Sheet

[2	Exhibit A - Equipment Listing Bid Sheet		Blanket Co	Blanket Confract for HVAC Maintonna	VAC Main	· · · · · · · · · · · · · · · · · · ·		
	Building Location and Type of	S CN						
*	Equipment	units	A Manufacturer					Monthly
	619 Virginia Street, West, Charleston, WV 25302 (Medical Examinars Buildies)	reston	WV 25807 [Medical Eyan		TION DE COM	Model Number	Ser L. Rafelence	Coal
	Outdoor Makeup Air Dx Cooling &	2	Aaon	5 Ton		DI Ma o conso o co		
	Denumaincation Unit					M000Y0B0CE0B0A0-349-		\$90.00
	Outdoor Makeup Air Dx Cooiing & Dehumidification Unit	4-r	Aaon	10 Ton		RM-010-8-0-AA02-339-		
						A000D0B0CD0B00A0- A0B0000AC00000B		\$68.00
	Outdoor Makeup Air Dx Cooling, Gas Heat Unit w/Condenser		Aaon	13 Ton	<u> </u>	RM-005-8-0-AA01-329		
						A000D080GC0B00H0A0- B0000AC00000B		\$101.00
	Outdoor Makeup Air Dx Cooling,	۴.	Aaon	13 Ton		RM-005-8-AA01-399.		
	Gas rigat Grit W/Condenser					M000U0B0GC0B00H0A0-	1 (400)	
	Administration Rooftop Unit	-	Trans			B00004C00000B		
	Belt Driven Exhaust Fan w/Backward	2	GREFNHECK			YCD150D3HABB		\$90.00
	Inclined Centifugal Wheel					SWB-215-30	-	\$27.00
	Centrifugal Roof Exhaust Fan	7	GREENHECK			0 750 00		\$27.00
	Belt Driven Exhaust Fan w/Backward Inclined Centifitigal Wheel	+	GREENHECK			SWB-210-7		
	Centrifugal Roof Exhaust Fan	-	GREENHERY					\$27.00
	Centrifugai Upblast Exhaust Fan	-	CONTRACTOR			GB-081-6		\$27.00
	Lay-in Electric Ceiling Heater	-	Company	-		SQ-70-G		\$17.00
	Wall Mount Electric Heater		VIDION C			CDF-648		\$5.00
	Canopy Hood	-	Almark Cock -		1	AWF-4404		\$5.00
	14 Air Control Valve	-	LABURAFIERS	- -		H-466		\$10.00
	Filter Service	1	A me a 2 me					\$28.00
	DDC Control System	T.	American Air Filter					\$38.00
			Johnson	-		METASYS		\$344.00
		1						
							Page Tofal	Page Total \$1005.00
							100	

Background

It is the intention of the Agency to secure a contract for routine repair, maintenance, balancing and testing of all heating, ventilation, and air conditioning equipment located at the facilities listed in this RFQ. The primary goal of this contract is to provide for the maximally efficient operation of all heating, ventilation, and air conditioning equipment and associated equipment, including a minimum of down-time for repairs accomplished through a comprehensive routine maintenance and repair program. The secondary goal of this contract is to provide for repairs to be made with as little disruption to business activities as possible. Certain repairs and routine maintenance may need to be made during non-business hours.

The functional operations of these facilities range from the major portion being office space to unique and special functions of bio-hazard testing, morgue and autopsy functions, and hygienic testing functions. As noted on the attached listing of equipment, a few units have HEPA filtration of exhausted air.

Equipment located at 350 and 500 Capitol Street was installed in 1999 and has been serviced under this type of contract since being put into service for a major office building.

The equipment at 619 Virginia Street, West, servicing the State's Chief Medical Examiner's operation, was put into service in the fall of 2005.

The major portion of the equipment at Hygienic Laboratory at 167 11th Avenue, South Charleston was renovated in 2006 and a portion of the equipment may still be under a manufacturer's warranty. Programmable thermostats control equipment.

The equipment servicing the Bio-Safety Level III lab at this same location was put into service in the summer of 2004 and is now out of manufacturer's warranties. Honeywell Webs Tidium Control System with web browser access. The Tridium panel (WEB403-R2) supervises the SL500 control system that uses Distributed I/O to control and monitor the HVAC system along wit the VHP Decontamination System. (Vaporized hydrogen peroxide gas) and the five zone TSI 8600 Series room pressure controller.

Only regularly scheduled and routine type preventative maintenance work in accordance with manufacturers recommendations will be expected. In the event repair parts not typically covered by this contract are required, the Agency will pay the contractor's cost of the part plus 10%. Contractor shall provide a copy of part invoice and identify the unit for which the part was required.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable

	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
V	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requiren	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty uch Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ted from any unpaid balance on the contract or purchase order.
authorize the requ	ission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and s the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid red business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately
Bidder:	Casto Technical Services Signed:
	ebruary 11, 2010 Regional Account Manager

*Check any combination of praference consideration(s) indicated above, which you are entitled to receive

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name: Casto Tech	ıniçal Servi	C9			
Authorized Signature:	19-4		Dat	te: _	February 11, 2010
Purchasing Affidavit (Revised 01/01/09)) 4			•	

Casto Technical Services, Inc. Field Personnel Experience

Defense Management	Reference Number	Reference Number	
Level Three	Comprehensive Service	eventive Maintenan	Type of Equipment
1	ound Two	l sve One	XEY:
bed service with the Israel equior	vadual is trained to perform the descri	anced indicates that the indi	Completion of each level of training referenced indicates that the individual is trained to perform the described service with the listed equior
	Systems		
	BAS (Building Automation		
	and Air Conditioning		
Ţ	HVAC (Heating Ventilating	41 10/2000	i confi
. -	HVAC Technician Irainee	0.0000 Providence	Wilson Crain
5.6.15.11 12.18	BAS Technician	8000000	Warden Chapter
	HVAC řechnician frainee	800711715	Taylor Will
1-6, 9,10.13.14	HVAC Technician	8/14/2006	Strawderman, Randy
1-6. 9-13	HVAC Technician	1/29/1996	Starcher, James
1-18	HVAC Technician	11/1/1982	Smith. Philip
1.4	HVAC Technician	6/5/2006	Smith, Brinney
1-4	HVAC Technician		Shipley, Troy
1-4, 5, 6, 11, 13	HVAC Technician	5/12/2008	Roberts, T.I. (17 years experience)
	HVAC Installer	2/2/2005	Ray, Charles
	HVAC Technician	4/2/1984	Pierce, Christopher
1-6, 11 12 13, 15, 18	BAS Control Technician	4/5/1991	Peterson, Samuel
 to	HVAC Technician Trainee	5/27/2008	Mullins, Billy
1.2 3.5 7.9 13 14	HVAC Technician	4/18/1994	Morgan, Brandt
	HVAC Technician Trainee		Moore, Dustin
1-17	HVAC Technician	6/20/2001	Michael, Lewis
1.2.3.5.7.9.11 13	HVAC Technician	7/18/2005	Mendez, Bobby
1.18	HVAC Technician	4/16/2003	McCoy, Wes
1.	HVAC Technician		Loftis, Nick
1-18	HVAC Technician		Linville, Joseph
1-12, 13, 14	HVAC Technician	~	Kuhn, Jeffrey
1-6 11 12 13 15 18	BAS Control Technician		Koontz, Gregory
1-6 11 12 13 15 18	BAS Control Technician		Knight, Michael
ġ	BAS Control Technician	,	Kersey Steve
1- 1- 1-	HVAC Technician		Hood, Raymond
	HVAC Technician Trainee		Hall, Eric
1-18	HVAC Technician		Gifford Robert
5 6 11 12	BAS Centrel Technician		Fewell Bryan
'n	HVAC Technician		Origos Corev
ē	BAS Technician Trainea	"	Crites Jeremy
1.38	HVAC Technician		Cook, Charles
1 5 11 15 19	BAS Technician		Coiner Gary
1 33 33 15 16	DAN Technician	6/27/1994	Christy Gary
16.50	EVAC Technician	R/15/2007	Chaffin William
1-0 4-12	HVAC Technician		Carrico Hugh
10001		7(1/2004	Byrd Jason
1-9, 11-15		2007/11/2	Diake, Larry
1-6, 9-14	HVAC rechnician	6/20/1983	District Action
1-6. 9-13			Grd, Roy
1-4 7, 8	HVAC Technician	-	Hiddle Jesse
	HVAC Installer		Bell, Todd
1-6 9-15	HVAC Technician	8/19/1991	Bass, Mark
1-4 13	HVAC Technician	3/26/2007	Eddie Bailey
Reference Numbers			
Training Completed	Position	Date of Hire	Employee

KEY: Level One Level Two Level Three
Type of Equipment eventive Maintenan Comprehensive Service Training & Instruction
Light Commercial Large Commercial Control Systems 5 5 6 15
Centrifugal Chillers 7 8 8 16
Boilors 9 40 17
Building Automation Systems 11 12 18

Field Area Supervisors

Charle Cook Charleston
Chris Perce Beckley
Chris Perce Huntington Ashland/Ironion
Bob Harden Wheeling / Morganiown
Parkersburg

,



540 Leon Sullivan Way Post Office Box 627 Charleston, West Virginia 25322

304.346.0549 www.castotech.com

REFERENCE LIST FOR: Health & Human Resources

The customers listed below are currently under a maintenance agreement with Casto Technical Services:

CUSTOMER	<u>CONTACT</u>	PHONE NUMBER
Charleston Area Medical Center	Ken Wilson	304-388-6030
Thomas Hospital	Tim Lee	304-766-3684
WV House of Delegates	Tom Bennett	304-340-3262
WV State House – General Services	Dave Parsons /Bob Kilpatrick	304-558-0250
Charleston Town Center	David Dorsey	304-345-9526