



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 245044

Doc Description: Addendum 1-Ventilator Unit and Condensing Unit Replacement

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-27	2017-01-10 13:30:00	CRFQ 0511 BCF1700000004	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Casto Technical Services  
540 Leon Sullivan Way Charleston WV 25301  
304-346-0544

01/09/17 11:36:48

WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

55 053 9186

DATE

12/27/16

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

**ADDITIONAL INFORMATION**

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

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The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Bureau for Children and Families to establish a contract for five (5) ventilator units and five (5) condensing units replacement located at 109 Maple Street, Elkins WV 26241 per the specifications, and Terms and Conditions as attached

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ventilator Equipment	5.00000	EA	38,258	38,258

Comm Code	Manufacturer	Specification	Model #
72151200	Magic Fire	MAUV	MAUV Series W

Extended Description :

9.1.1 Ventilator Equipment

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Condenser Equipment	5.00000	EA	38,258	38,258

Comm Code	Manufacturer	Specification	Model #
72151200	Lennox	Air-cooled Condenser	Lennox TSA42

Extended Description :

9.1.2 Condenser Equipment

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730  CHARLESTON WV25301-3711  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Labor		NA	\$2,402	\$2,402

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :

9.1.3 Labor

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730  CHARLESTON WV25301-3711  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary Heating for Occupied Spaces			\$2,200	\$2,200

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :

9.1.4 Temporary Heating for Occupied Spaces

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730  CHARLESTON WV25301-3711  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Temporary Cooling for Occupied Spaces			\$150.00	\$150.00

Comm Code	Manufacturer	Specification	Model #
72151200			

**Extended Description :**

9.1.5 Temporary Cooling for Occupied Spaces

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST. RM 730 CHARLESTON WV25301-3711 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Two (2) Year Maintenance and Warranty	1.00000	EA	\$ 6,560	\$ 6,560

Comm Code	Manufacturer	Specification	Model #
72151200			

**Extended Description :**

9.1.6 Two (2) Year Maintenance and Warranty

<b>BCF1700000004</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 1-Ventilator Unit and Condensing Unit Replacement	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ BCF1700000004

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to attach the mandatory prebid sign-in sheet to the solicitation.

No other Changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

# Ventilator Unit and Condensing Unit Replacement

## SIGN IN SHEET

Page 1 of       

Request for Proposal No. CRFQ BCF17\*4

PLEASE PRINT

Date: 12/13/2016

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>RIGNEY DIGITAL SYSTEMS</u>	<u>1069 EAST HIGHLAND DR</u>	PHONE <u>304-757-3314</u>
Rep: <u>DENNIE CRADDOCK</u>	<u>HURRICANE WV 25524</u>	TOLL FREE <u>      </u>
Email Address: <u>dcraddock@Suddenlinkmail.com</u>		FAX <u>304-757-3316</u>
Company: <u>DSO mech</u>	<u>513 3rd Ave So Chas WV</u>	PHONE <u>304 744-3959</u>
Rep: <u>Mike Kennedy</u>	<u>25303</u>	TOLL FREE <u>      </u>
Email Address: <u>mkennedy@DSOmech.com</u>		FAX <u>304 744-8496</u>
Company: <u>David Davis Htg A/c</u>	<u>PO BOX 230</u>	PHONE <u>304 636-4669</u>
Rep: <u>David Davis</u>	<u>Ellens, WV 26241</u>	TOLL FREE <u>      </u>
Email Address: <u>djd8978@gmail.com</u>		FAX <u>304 (637) -4669</u>
Company: <u>HAYES MECHANICAL</u>	<u>1201 PONTIAC COURT</u>	PHONE <u>(724) 327-0486</u>
Rep: <u>DAVID STOMBAUGH</u>	<u>EXPORT, PA 15632</u>	TOLL FREE <u>      </u>
Email Address: <u>DSTOMBAUGH@HAYESMECHANICAL.COM</u>		FAX <u>(724) 327-0487</u>
Company: <u>Cimco Bldg Svcs</u>	<u>2336 Virginia Ave</u>	PHONE <u>304-5627705</u>
Rep: <u>George Lawson Jeff Gillenwater</u>	<u>Hurricane WV 25526</u>	TOLL FREE <u>      </u>
Email Address: <u>JGillenwater@CimcoWV.com</u>		FAX <u>      </u>



# Ventilator Unit and Condensing Unit Replacement

## SIGN IN SHEET

Page 2 of       

Request for Proposal No. CRFQ BCF17\*4

PLEASE PRINT

Date: 12/13/2016

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Casto Technical Services</u>	<u>540 Leon Sillion Way</u>	PHONE <u>304-346-0546</u>
Rep: <u>Nate Lancaster</u>	<u>Chaplin, WV 25301</u>	TOLL FREE <u>304-610-7502</u>
Email Address: <u>NLancaster@CastoTech.com</u>		FAX
Company: <u>Valley Supply Company</u>	<u>1018 S. Railroad ave</u>	PHONE <u>304-636-4015</u>
Rep: <u>Ryan Arbores</u>	<u>Elkins WV 26241</u>	TOLL FREE <u>Cell-304-704-7699</u>
Email Address: <u>rls@valleysupply.net</u>		FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

# HAYES MECHANICAL

ESTABLISHED 1918

**Dave Stombaugh**  
Service Manager

1201 Pontiac Court  
Export, PA 15632  
Main: 724.327.0486 Fax: 724.327.0487  
Direct: 724.519.9046 Cell: 724.710.8591  
dstombaugh@hayesmechanical.com  
www.hayesmechanical.com

**Toll Free**  
**855-269-2988**

**Plus 3 Additional Locations:**

230 Oliver St  
St. Albans, WV 25177  
(304) 201-1983 Sales  
(304) 201-1984 Fax

400 N. Ohio Ave.  
Clarksburg, WV 26301  
Sales (304) 624-5636  
Fax (304) 622-6266

515 33rd St  
Parkersburg, WV 26101  
Sales (304) 422-3533  
Fax (304) 422-5986



**CASTO Technical Services**

**Nate Lancaster**  
Estimator/Project Manager

540 Leon Sullivan Way P.O. Box 627 Charleston, WV 25301  
phone 304.346.0549 cell 304.610.7502 fax 304.346.8920  
nlanaster@castotech.com



**RIGNEY BUILDING SERVICES**

1069 East Highland Drive • P.O. Box 883, Hurricane, WV 25526

*Engineered Solutions to your existing building needs*

- HVAC
- Mechanical
- Electrical
- Building Automation

**Dennie Craddock**  
Service Manager

Office: (304) 757-3314  
Fax: (304) 767-3316  
Mobile: (304) 546-6970  
Email: dcraddock@suddenlinkmail.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

*Casto Technical*

\_\_\_\_\_  
Company

*[Signature]*

\_\_\_\_\_  
Authorized Signature

*12/27/16*

\_\_\_\_\_  
Date

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

Revised 6/8/2012

## Ventilation and Condensing Units Pricing Page

Line Item	Description	Qty	Unit Price	Total
9.1.1	Ventilator Equipment	5	38,758	38,758
9.1.2	Condenser Equipment	5	38,758	38,758
9.1.3	Labor	Lump Sum (1)	2,402	2,402
9.1.4	Temporary Heating for Occupied Spaces	Lump Sum (1)	2,200	2,200
9.1.5	Temporary Cooling for Occupied Spaces	Lump Sum (1)	150.00	150
9.1.6	Two (2) Year Maintenance and Warranty	1	6,560	6,560
			Total	88,828.00

Award will be made to the lowest overall total cost meeting all the mandatory requirements

VENDOR NAME: Casto Technical Services  
 ADDRESS: 540 Leon Sullivan Way  
Charleston WV 25301  
 FAX #: 304 - 720 - 0916  
 PHONE #: 304 - 346 - 0549  
 E-MAIL ADDRESS: NLancaster @ CastoTech.com  
 REMIT TO ADDRESS: 540 Leon Sullivan Way  
Charleston, WV 25301  
 SIGNATURE: [Signature]  
 DATE: 12/27/16

REQUEST FOR QUOTATION  
Ventilator Unit and Condensing Unit Replacement

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**EXHIBIT B – PROJECT PLANS**

There are no project plans for this solicitation. The vendor must meet or exceed the mandatory requirements listed in Section 9.

REQUEST FOR QUOTATION  
Ventilator Unit and Condensing Unit Replacement

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**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

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

Contract Manager: Nate Lancaster

Telephone Number: 304 - 344-0549

Fax Number: 304 - 720-2916

Email Address: N.Lancaster@CustmTech.com

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:**

# Costo Technical



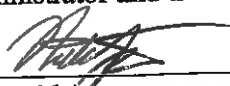
Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

No  
Sub

[illegible]

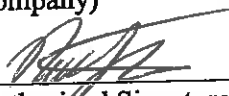
Attach additional pages if necessary

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

 Estimator / Project Manager  
 (Name, Title)  
Nate Lancaster Estimator / Project Manager  
 (Printed Name and Title)  
540 Leon Sullivan Way Charlotte NC 25301  
 (Address)  
304-346-0549 / 304-720-0916  
 (Phone Number) / (Fax Number)  
NLancaster@CastoTech.com  
 (email address)

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

Casto Technical Services  
 (Company)

 Nate Lancaster Estimator / Project Manager  
 (Authorized Signature) (Representative Name, Title)

Nate Lancaster Estimator / Project Manager  
 (Printed Name and Title of Authorized Representative)

10/27/16  
 (Date)

304-346-0549 / 304-720-0916  
 (Phone Number) (Fax Number)



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV001241

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING

CASTO TECHNICAL SERVICES INC  
DBA CASTO TECHNICAL SERVICES INC  
PO BOX 627  
CHARLESTON, WV 25322-0627

**Date Issued**

AUGUST 13, 2016

**Expiration Date**

AUGUST 13, 2017



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Casto Technical Services, Inc.  
of Charleston, WV, as Principal, and Western Surety Company  
of Chicago, IL, a corporation organized and existing under the laws of the State of  
SD, with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Ventilator Unit and Condensing Unit Replacement - CRFQ 0511 BCF1700000004 - According to Plans &  
Specifications

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 27th day of December, 2016.

Principal Seal

Casto Technical Services, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or  
Duly Authorized Agent)

VP

(Title)

Surety Seal

Western Surety Company

(Name of Surety)

By: 

Patricia A. Moye, WV Resident Agent, Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly J Wilkinson, Allan L Mc Vey, Gregory T Gordon, Patricia A Moye, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of August, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of December, 2016.



WESTERN SURETY COMPANY



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Nate Lancaster, after being first duly sworn, depose and state as follows:

1. I am an employee of Casto Technical Services; and,  
(Company Name)
2. I do hereby attest that Casto Technical Services  
(Company Name)


maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Nate Lancaster  
Signature: [Signature]  
Title: Estimator / Project Manager  
Company Name: Casto Technical Services  
Date: 12/27/16

Taken, subscribed and sworn to before me this 27 day of December, 2016.

By Commission expires July 14 2021

(Seal)   
OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
CHRISTINA SMITH  
117 Knights Court, Scott Depot, WV 25560  
My Commission Expires July 14, 2021

[Signature]  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name:

*Casto Technical Service*

Authorized Signature:

*[Signature]*

Date:

*12/27/16*

State of

*WV*

County of

*Kanawha*

, to-wit:

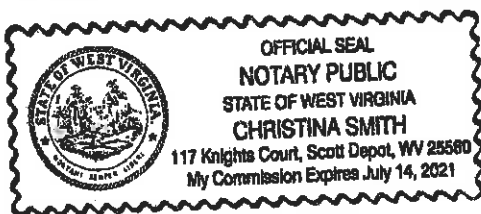
Taken, subscribed, and sworn to before me this *27* day of *December*, 20*16*.

My Commission expires *July 14*, 20*21*.

AFFIX SEAL HERE

NOTARY PUBLIC

*[Signature]*



Purchasing Affidavit (Revised 08/31/2015)