



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 404212

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0708

Vendor ID: 

SO Doc ID: ABC1800000007

Legal Name: CASTO TECHNICAL SERVICES INC

Published Date: 1/22/18

Alias/DBA:

Close Date: 1/30/18

Total Bid: \$111,187.50

Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description: 

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 404212

Solicitation Description : Addendum 1-HVAC Equipment Maintenance & Repair Service

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-01-30 13:30:00	SR 0708 ESR01301800000003249	1

VENDOR
000000202408 CASTO TECHNICAL SERVICES INC

Solicitation Number: CRFQ 0708 ABC1800000007

Total Bid : \$111,187.50

Response Date: 2018-01-30

Response Time: 11:12:31

Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Please see Exhibit A Pricing Page				\$111,187.50

Comm Code	Manufacturer	Specification	Model #
72101500			

Extended Description : Please provide Exhibit A Pricing Page Total Bid Amount (A+B+C+D+E+F)



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

State of West Virginia
 Request for Quotation

Proc Folder: 404212

Doc Description: HVAC Equipment Maintenance & Repair Service

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-05	2018-01-30 13:30:00	CRFQ 0708 ABC1800000007	1

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
 640 Lean Sullivan Way
 Charleston, WV 25301
 304-346-0549

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

Abdul Dumbaz

FEIN # 550539186

DATE 1/29/18

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish an Open-End Contract to provide HVAC equipment maintenance and repair services for the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143, per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 800 PENNSYLVANIA AVE CHARLESTON WV25302 US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
72101500			

Extended Description :

Please provide Exhibit A Pricing Page Total Bid Amount (A+B+C+D+E+F)

ABC1800000007	Document Phase Draft	Document Description HVAC Equipment Maintenance & Repair Service	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 19, 2018 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 30, 2018 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Revised 12/12/2017

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term - This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

Revised 12/12/2017

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

Revised 12/12/2017

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Revised 12/12/2017

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor 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 this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors 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, Workers' Compensation and Social Security obligations, 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.

37. INDEMNIFICATION: The 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 subcontractor, 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 subcontractors 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

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Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Costo Technical Services
Contractor's License No.: WV- 001241

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Costo Technical Services

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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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.

April Dunlop, Sales Assistant
(Name, Title)

April Dunlop, Sales Assistant
(Printed Name and Title)

540 Lena Sullivan Way Charleston, WV 25301
(Address)

304-346-0549 / 304-346-8920
(Phone Number) / (Fax Number)

adunlop@costo-tech.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.

Costo Technical Services
(Company)

April Dunlop / April Dunlop, Sales Assistant
(Authorized Signature) (Representative Name, Title)

April Dunlop, Sales Assistant
(Printed Name and Title of Authorized Representative)

1/29/18
(Date)

304-346-0549 / 304-346-8920
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
HVAC Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Alcohol Beverage Administration (ABCA) to establish an open-end contract for corrective HVAC maintenance and equipment service and repair and quarterly preventive maintenance at the Agency's Warehouse Distribution Center located at 97 Independent Avenue, Hub Industrial Park, Nitro, WV 25143.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"HVAC Maintenance"** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract, and shall not include the addition of new HVAC equipment to increase the size or coverage area of the existing HVAC system. Services shall include all work performed on an as-needed basis to identify and correct a malfunction or failure in an HVAC system, and testing to ensure that equipment is in proper working order after the repair. HVAC Maintenance shall also include replacing and/or cleaning filters. Filter changing and/or cleaning may be performed by a lessor qualified vendor employee with an associated lower labor rate as illustrated on the Pricing Page. **Maintenance under this contract does not include an individual project that exceeds \$25,000 in total value (including both parts and labor).** Any project that exceeds \$25,000 in total value must be completed through the Purchasing Division's formal competitive bidding process.
 - 2.2 **"Preventive Maintenance"** means the scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials in accordance with the equipment manufacturer's specifications and recommendations and any testing required to ensure that equipment is in proper working order that has been identified on Exhibit B. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.
 - 2.3 **"Corrective Maintenance"** Corrective Maintenance is intended to cover work performed on an as-needed/as requested basis to identify and correct a malfunction or failure in an HVAC system and, testing to ensure that equipment is in proper working order after the repair. **Corrective Maintenance under this contract does not include an individual project that exceeds \$25,000 in total value (including both parts and labor).** Any project that exceeds \$25,000 in total value must be completed through the Purchasing Division's formal competitive bidding process.

REQUEST FOR QUOTATION
HVAC Maintenance

- 2.4 "Pricing Page" means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit A.
- 2.5 "CRFQ" means the solicitation published by the Purchasing Division as the official notice of an opportunity to supply the State with goods or services.
3. **PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with HVAC Maintenance on an open-end and continuing basis as outlined in this Contract.
- 3.1 **HVAC Maintenance (Preventive and Corrective)**
- 3.1.1 Vendor shall provide HVAC Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at the facility listed on Exhibit B attached hereto and incorporated herein by reference.
- 3.1.2 Vendor shall furnish and install parts as necessary to keep the HVAC systems at the facility listed on Exhibit B in proper working order.
- 3.1.3 Vendor shall furnish all equipment, tools, and parts necessary for the performance of the HVAC Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.1.4 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.1.5 Vendor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Vendor at no cost to the Agency. Agency will make final determination whether to clean or replace tiles on a case-by-case basis.
- 3.1.6 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.

**REQUEST FOR QUOTATION
HVAC Maintenance**

- 3.1.7** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.8** Vendor shall not perform any HVAC Maintenance under this contract without prior approval from Agency.
- 3.1.9** Vendor shall furnish a warranty of 12 months for all labor performed under this contract.
- 3.1.10** Vendor shall perform HVAC Maintenance as needed to restore the HVAC Systems to working order. Vendor shall bill for HVAC Maintenance on an hourly basis. Parts for HVAC Maintenance may be billed using the multiplier bid as described below.
- 3.1.11** Vendor shall respond to HVAC Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four-hour response time with written permission from the Agency.
- 3.1.12** HVAC Maintenance must be performed between the hours of 7:00 A.M. EST. and 5:00 P.M. EST., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
- 3.1.12.1** Agency may request HVAC Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests can be authorized by the West Virginia Lottery Facility Manager or Deputy Director of Security.
- 3.1.12.2** HVAC Maintenance performed under this Contract shall not exceed \$25,000 per project in total cost. Vendor and Agency are prohibited from dividing or planning a series of HVAC Maintenance activities to circumvent this \$25,000 limit.
- 3.1.2 Parts:**
- 3.1.2.1** Vendor is responsible for procuring all necessary parts needed to perform HVAC Maintenance under this Contract within the required time frames established herein. Vendor must, however,

REQUEST FOR QUOTATION
HVAC Maintenance

obtain advanced approval from Agency prior to purchasing any part in excess of \$300.00. Vendor markup shall not be applied to freight charges.

3.1.2.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the HVAC equipment utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

3.1.2.3 **Parts Warranty:** The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

4 **FACILITIES ACCESS:** Performance of Contract Services may require access to Agency's facility. If access on the property is required:

4.1 Vendor must identify principal service personnel who must sign in to perform service and notify the Warehouse Manager, or his designee, that he/she is present on the premises.

4.2 Vendor personnel must sign in and sign out at the Agency facility when entering or leaving the facility.

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

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

5 **QUALIFICATIONS:**

5.1 **Experience:** Vendor, or Vendor's employees that will be performing under this contract, must have successfully maintained HVAC equipment of the type, character and magnitude currently being utilized by Agency and included on the list of HVAC equipment, attached hereto as Exhibit B, on two or more occasions in the last five years. Vendor should provide information confirming its experience prior to contract award.

Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through

**REQUEST FOR QUOTATION
HVAC Maintenance**

knowledge or documentation of the Vendor or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5.2 Training: Vendor, or Vendor's employees that will be performing under this contract, shall be trained and/or certified to provide HVAC Maintenance on the equipment located at the Agency's facilities as shown on Exhibit B. Vendor must provide Agency with documentation satisfactory to verify training and certification upon request.

5.3 Factory Authorization: Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibit B.

5.4 Certifications: Vendor shall ensure that all HVAC Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

5.4.2 Electricians – WV Electricians License

5.4.3 Plumbers – WV Plumbers License

5.4.4 HVAC – EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program.

5.4.5 WV Contractor's License

5.5 Building Codes: At a minimum, the HVAC Maintenance shall comply with the current editions of the following standards and codes in effect at the time of performance.

5.5.2 National Electric Code (NEC)

5.5.3 International Building Code (IBC)

5.5.4 International Mechanical Code (IMC)

5.5.5 Underwriters Laboratories: Products shall be UL-916-PAZX listed.

5.5.6 ANSI/ASHRAE Standard 135-2004 (BACnet)

5.5.7 ANSI/EIA/CEA-709.1 (LonTalk)

5.5.8 NFPA (National Fire Protection Association)

6 REPORTS: Vendor shall provide all the reports as outlined below.

6.1 HVAC Maintenance Log: Vendor shall maintain a log of all HVAC Maintenance performed under this Contract. The log must include the name of the individual

**REQUEST FOR QUOTATION
HVAC Maintenance**

performing the HVAC Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the HVAC Maintenance, and the date and time HVAC Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

- 6.2 Quarterly and Annual Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of HVAC Maintenance performed under this Contract during that period. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.
- 7 TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.
- 8 CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.
- 8.1 Pricing Page:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A quarterly preventive maintenance cost, an hourly maintenance labor rate, an hourly filter change labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.
- The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.
- Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.
- An example of a properly completed Pricing Page is shown below for reference purposes only:

REQUEST FOR QUOTATION
HVAC Maintenance

Preventive Maintenance Per Quarter

Quarterly Charge		Quarters			
<u>\$600</u>	x	<u>4</u>		=	Total Yearly Cost
					<u>\$2,400</u>
Hourly Labor Rate X Estimated Hours					
<u>\$ 50</u>	x	<u>200</u>		=	Total Labor Cost
				=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier		=	Total Parts Cost
<u>\$10,000.00</u>	x	<u>1.20</u>		=	<u>\$ 12,000</u>
		Total Cost			<u>\$ 24,400</u>

9 ORDERING:

9.1 Preventive Maintenance Ordering: After award of this Contract the Agency's Warehouse Manager and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate. Agency shall not issue a release order that allows Corrective Maintenance performed under this Contract to exceed \$25,000 per project in total cost.

**REQUEST FOR QUOTATION
HVAC Maintenance**

- 9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.
- 9.4 Issuance of multiple release orders to circumvent the \$25,000 per project limitation on Corrective Maintenance is strictly prohibited.
- 9.5 Change orders that cause Corrective Maintenance to exceed \$25,000 per project will not be permitted.

10 BILLING / PAYMENT:

10.1 Preventive Maintenance: All labor and parts associated with the Preventative Maintenance activities must be included in the monthly charge. Vendor may submit monthly invoices to obtain payment for Preventive Maintenance.

10.2 Corrective Maintenance:

10.2.2 Labor: Labor for Corrective Maintenance will be billed on a flat rate per hour basis using the number of hours actually worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

10.2.3 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

REQUEST FOR QUOTATION
HVAC Maintenance

<u>Multiplier</u>	<u>Example</u>	<u>Meaning</u>
0.5		Vendor sells parts to Agency at one-half of Vendor's cost
1.0		Vendor sells parts to Agency at Vendor's cost
1.25		Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5		Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

11 DEFAULT:

11.1 The following shall be considered a default under this Contract.

11.1.2 Failure to perform HVAC Maintenance in accordance with the requirements contained in herein.

11.1.3 Failure to comply with other specifications and requirements contained herein.

11.1.4 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or HVAC Maintenance generally.

11.1.5 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

11.2.2 Cancellation of the Contract.

11.2.3 Cancellation of one or more release orders issued under this Contract.

11.2.4 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
HVAC Maintenance

11.3 Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance follows this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

EXHIBIT B - Agency Facility and Equipment
Warehouse HVAC Equipment List - Hub Industrial Park - 97 Independent Avenue - Nitro - WV - 25143

MODEL	S/N	DESCRIPTION	MFG	LOCATION	PM
DM090N15N4AAA3C	NENM049936	York Package Gas/Electric	York	Bottle Hospital	
RPDBL-500-82	3BJK378K614	Reznor Package Gas Heater	Reznor	Warehouse Front Left Area	
HPCDH-85	08-127748A	Reznor Package Gas Heater	Reznor	Warehouse Rear Left Area	
HRP400-8-5 RPBL800-85	3AYA071LG12	Reznor Package Gas Heater	Reznor	Warehouse Front Right Area	
HRP250-8 RPBL500	3BHE343K614	Reznor Package Gas Heater	Reznor	Warehouse Rear Right Area	
FTXN12KEVJU5	G012057	Daikin R410A Split Series - Inside Unit	Daikin	Warehouse Manager's Office	
RXN12KEVJU5	G012057	Daikin R410A Split Series - Outside Unit	Daikin	Warehouse Manager's Office	
FTXN12KEVJU5	G012089	Daikin R410A Split Series - Inside Unit	Daikin	Front Office	
RXN12KEVJU5	G006448	Daikin R410A Split Series - Outside Unit	Daikin	Front Office	
FTK12NMVJU	G00487	Daikin R410A Split Series - Inside Unit	Daikin	Server Room	
E1RD024S06A	W0D6141427	Daikin R410A Split Series - Outside Unit	Daikin	Server Room	
P48M		York Heat Pump Condenser/Air handler	York	Break Room	
D3NZ036D024S06A	N1M51623	(5) York Acme Exhaust Fans	York	Warehouse	
6B-220-10-X	01L03580	York 3 Ton Gas/Electric	York	West Office/Front Bathrooms	
		Greenheck Exhaust Fans	Greenheck	Record Room	

EXHIBIT B - Agency Facility and Equipment
Warehouse HVAC Equipment List - Hub Industrial Park - 97 Independent Avenue - Nitro - WV - 25143

MODEL	S/N	DESCRIPTION	MFG	LOCATION	PM
6B-180-10-X	01L03589	Greenheck Exhaust Fans	Greenheck	Record Room	
6B0180-10-X	01L03588	Greenheck Exhaust Fans	Greenheck	Record Room	
		(3) Acme Exhaust Fans	Acme	Garage & Bathroom	
		(2) Modine Hanging Heaters (gas)	Modine	Record Room	
XL75-3	AH0318186-8	Reznor Hanging Heater (gas)	Reznor	Pump Room	
		Dayton Hanging Heater (electric)	Dayton	Pump Room	
		Modine Hanging Heater (gas)	Modine	Garage Area	
AIRGO	702173	Big Ass Fan	Big Ass	Warehouse Area	

Request for Quotation - HVAC Maintenance

EXHIBIT A - PRICING PAGE

Preventive Maintenance Per Quarter

Quarterly Charge		Quarters		Total Yearly Cost
<u>\$ 3,000</u>	x	<u>4</u>	=	<u>\$ 12,000 (A)</u>

HVAC Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	HVAC Maintenance Labor Cost
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<u>\$ 93</u>	x	<u>800</u>	=	<u>\$ 74,400 (B)</u>
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Filter Change:

Hourly Labor Rate	x	Estimated Hours	=	Filter Change Labor Cost
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<u>\$ 93</u>	x	<u>100</u>	=	<u>\$ 9,300 (C)</u>
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Weekday/Overtime Rate	x	Estimated Hours	=	Weekday Overtime
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<u>\$ 139.50</u>	x	<u>15</u>	=	<u>\$ 2,092.50 (D)</u>
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Weekend /Holiday Rate	x	Estimated Hours	=	Weekend/Holiday OT Cost
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<u>\$ 139.50</u>	x	<u>10</u>	=	<u>\$ 1,395 (E)</u>
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Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
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20%=1.20

10%=1.10

5%=1.05

<u>\$10,000.00</u>	x	<u>1.2</u>	=	<u>\$ 12,000 (F)</u>
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(A+B+C+D+E+F) TOTAL BID AMOUNT: \$ 111,187.50

**Total Bid Amount for comparative purposes is calculated by adding A + B + C + D + E + F with the understanding that the resulting contract will be open end based on quarterly rates, hourly rates and parts mark-up proposed by the vendor.*

**MEMORANDUM FOR VENDORS DOING BUSINESS
WITH THE STATE OF WEST VIRGINIA**

Warning: The solicitation will come to the vendor via e-mail marked notification@wvoasis.gov **WVOASISMAIL: SOLICITATION Make sure this does not end up in your "spam" box, junk mail or some other place your company may have set up to filter your e-mails.**

BID SUBMITTAL:

Solicitations out for bid can be viewed by going to wvoasis.gov, click on Vendor Self Service (on the right), then click on Public Access (on the bottom left). Once the site has loaded, the solicitations are on the left-hand side providing the commodity or service and the solicitation number (Example: CRFQ: ABC1700000001). To the right is the closing date and time, and the time remaining to submit a bid. If you know the solicitation number you can place it in the Keyword Search (Example: *ABC1700000001*) to go straight to the solicitation.

The screenshot shows the West Virginia Purchasing Bulletin website. At the top right, there are navigation links: Home, Help, Account Help, Site Map, Privacy Report, and Login. Below the header, there is a 'Welcome, New' message and a 'View Frequently Asked Questions' link. The main content area is titled 'Solicitation' and features a search bar with 'Keyword Search' and 'Advanced Search' options. Below the search bar is a table of solicitations with the following columns: Solicitation, Agency/State/Division/Category, Date, and Status. The table lists several solicitations, including 'B.86 Toner Cartridge', 'Kodak i3480 Document Scanner for WV State Tax Dept REV', 'Antidrag Hot Water Pump', and 'ARQS for Supplies for Fargo HCP 6000 Dual Sided Printer'. Each row includes a 'Summary' and 'Details' button. The 'Date' column shows 'Published On', 'Amended On', 'Closing On', and 'Time Left'. The 'Status' column shows 'Open' for all listed items.

Solicitation	Agency/State/Division/Category	Date	Status
B.86 Toner Cartridge ARFQ : GSD1300000157	West Virginia West Virginia Agency Request for Quote(ARFQ)	Published On : 4/1/15 Amended On : Closing On : 4/21/15 2:00 PM EDT Time Left: 01:58:58 Intent Posted On:	Open
Kodak i3480 Document Scanner for WV State Tax Dept REV ARFQ : TAX1500000006	West Virginia West Virginia Agency Request for Quote(ARFQ)	Published On : 3/30/15 Amended On : Closing On : 4/21/15 2:00 PM EDT Time Left: 02:59:58 Intent Posted On:	Open
Antidrag Hot Water Pump ARFQ : GSD1500000188	West Virginia West Virginia Agency Request for Quote(ARFQ)	Published On : 4/1/15 Amended On : Closing On : 4/21/15 3:00 PM EDT Time Left: 03:58:58 Intent Posted On:	Open
ARQS for Supplies for Fargo HCP 6000 Dual Sided Printer ARFQ : LAB1500000007	West Virginia West Virginia Agency Request for Quote(ARFQ)	Published On : 3/20/15 Amended On : 3/27/15 Closing On : 4/21/15 4:00 PM EDT Time Left: 04:29:58 Intent Posted On:	Open

Find the solicitation and click on Details, there you will need to click on attachments to find the specifications, terms and conditions, etc.

**MEMORANDUM FOR VENDORS DOING BUSINESS
WITH THE STATE OF WEST VIRGINIA**

In order to submit an electronic bid, Vendors must register in VSS (Vendor Self Service). When prompted, you may select "pay later" to allow the submission of electronic bids. However, the vendor of the winning bid with an aggregate awards amount exceeding \$2,500.00 must pay a \$125 vendor registration fee either by completing the application in VSS and paying via credit card, calling 304-558-2311 with credit card information, or mailing a check to:

**Vendor Registration Section
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305.**

Vendors can also submit paper bids to:

**Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130.**

On the outside of the envelope, please note the solicitation number, closing date and time, along with the vendor's name and address.
Or you can fax to: 304.558.3970.

NOTE: Please return with your bid, a signed hard copy of the bid, addendum acknowledgment forms if any, completed Purchasing Affidavit, Resident Vendor Preference, relevant supporting documents and any designated bonds that is mandated by the Terms and Conditions.

VENDOR REGISTRATION:

The following is optional, not required, when submitting bids. However, Vendors who have received Notice of Apparent Bid Award are required to meet the following:

To conduct business in this state, according to West Virginia Legislative Rule 148 CSR1.6.1.7 the WV Department of Education must verify Vendor registration status with the West Virginia Purchasing Division, West Virginia Secretary of State's Office (WVSOS) and West Virginia Tax Department (WVTD). The West Virginia Department of Education is prohibited from issuing a purchase order to any vendor until Vendor compliance can be verified that it has been properly registered with:

1. The Purchasing Division

As stated above, the fee is \$125 annually and can be paid with a credit card when registering in VSS. Otherwise, you may complete a WV-1 form and submit

**MEMORANDUM FOR VENDORS DOING BUSINESS
WITH THE STATE OF WEST VIRGINIA**

with a check to: WV Purchasing Division.
<http://www.state.wv.us/admin/purchase/forms.html>

2. The Secretary of State's Office

Registration with the WV Secretary of State's Office is required for all Vendors doing business with the State of West Virginia and may incur a fee of \$100.00 depending on the business registration category.

Business registration with the Secretary of State falls into one of Two (2) categories:

- a. Domestic (formed in West Virginia), or
- b. Foreign (formed out-of- state)

Vendors may complete an Application for Exemption from Certificate of Authority with the WVSOS if you feel your company qualifies. Please mail the completed form and include a check for \$25.00, made payable to WVSOS, along with a copy of the company's home state issued Certificate of Good Standing / Certificate of Corporation.

<http://www.sos.wv.gov/business-licensing/forms/Documents/Corporation/cf-2.pdf>

NOTE: You may also contact the WV Secretary of State's Office with your questions @ 304-558-8000

3. The WV Tax Department

All entities doing business in the State of West Virginia must be registered with WVTAX and pay a one-time fee of \$30.00.

An exemption with WV Secretary of State does not mean you are exempt from registering with the WV Tax Department.

If you need to speak to someone at the West Virginia Tax Department, please call 304-558-8693.

NOTE:



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
4. Failure to meet any mandatory requirement of the RFQ
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the State or Political Subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided RFQ form (only if stipulated as mandatory).

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 Services

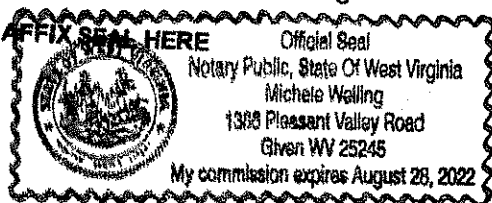
Authorized Signature: [Signature] Date: 1/29/18

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of January, 2018

My Commission expires August 28, 2022



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/07/2017)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Costo Technical Services

Address: 540 Len Sullivan Way Charleston, WV 25301

Contracting business entity's authorized agent: April Dunlap

Address: 540 Len Sullivan Way Charleston, WV 25301

Number or title of contract: CREA 0708 ABC1800000007

Type or description of contract: HVAC Maintenance & Repair Service

Governmental agency awarding contract: State of WV - Dept. of Administration

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Costo Technical Services

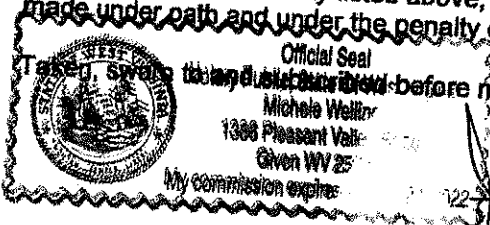
Signature: April Dunlap Date Signed: 1/29/18

Check here if this is a Supplemental Disclosure.

Verification

State of WV, County of Kanawha

I, April Dunlap, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.



before me this 29th day of January, 2018
[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

CASTO TECHNICAL SERVICES, INC.

W. VA. ALCOHOL & DRUG-FREE WORKPLACE ACT POLICY

Introduction¹

Casto Technical Services ("CTS") is committed to maintaining a drug and alcohol-free workplace. Drug and alcohol use, and/or the unlawful possession or use of controlled substances directly affects job performance, threatens the safety of co-workers, other workers, and the public, and is inconsistent with the behavior expected of a CTS employee. CTS believes that a working environment, free of drug and alcohol use, is healthier, safer, more productive, and is a condition desired by most employees and their families. Therefore, employees must adhere to the following:

- The unlawful use, possession, manufacture, distribution, sale or dispensation of drugs on company premises or while conducting company business off premises is strictly forbidden.
- The possession or use of alcohol on company premises or while conducting company business is strictly forbidden.
- Being under the influence of alcohol or an illegal substance on company premises, or while conducting company business, or while driving a company supplied vehicle is strictly forbidden.
- Employees whose physician has prescribed a drug or controlled substance that might adversely affect their ability to perform their work must provide a written statement from their doctor.
- Any use, possession, manufacturing, distribution, sale or dispensation of illegal drugs off premises and off company time that adversely affect the individual's work performance, his or her own or others' safety at work, or the company's reputation in the community is strictly forbidden.
- Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled is grounds for disciplinary action, up to and including termination.
- Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

Applicability

CTS will conduct drug and alcohol testing of employees engaged in safety-sensitive duties or working in construction on state public improvements pursuant to the provisions of the W. Va. Alcohol & Drug-Free Workplace Act.

CTS will also conduct pre-employment testing of employees hired to engage in the same work.

Policy Coordinator

Any questions or comments concerning this policy should be directed to the employee's job superintendent or to the company's alcohol & drug-free workplace policy coordinator, Amanda Doss. The policy coordinator's address and telephone number is listed below:

*Casto Technical Services, Inc.
540 Leon Sullivan Way
P. O. Box 627
Charleston, West Virginia 25322
(304) 346-0549*

Types of Drug & Alcohol Testing

1. **PRE-EMPLOYMENT DRUG TESTING:** CTS shall conduct pre-employment drug testing of all new employees hired to perform safety-sensitive duties. If the newly hired employee does not pass the drug test, then the employee is not eligible for employment with the company.
2. **RANDOM DRUG TESTING:** CTS shall conduct random drug testing that annually tests at least ten percent (10%) of the company employees who perform safety-sensitive duties.
3. **POST ACCIDENT DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The drug or alcohol test shall be conducted as soon as possible after the accident occurs and after any necessary medical attention has been administered to the employee.

¹ Casto Technical Services incorporates by reference the provisions of the W. Va. Alcohol and Drug-Free Workplace Act (W. Va. Code Section 21-1D-1 et seq.) as if specifically addressed herein, including the definitions set forth in Section 21-1D-2.

4. REASONABLE CAUSE DRUG OR ALCOHOL TESTING: CTS shall conduct a drug or alcohol test of any employee when there is reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol.

Medical Review Officer

1. CTS shall designate a qualified Medical Review Officer ("MRO") to review and interpret laboratory results.
2. The MRO will determine whether there is a legitimate medical explanation for a laboratory-confirmed positive, adulterated, or substituted result; and review and report a verified result in a timely and confidential manner.
3. The MRO shall review all drug tests yielding a positive result.
4. The MRO shall review collection and testing procedures to help ensure that appropriate procedures are being followed.

Testing Protocols

1. All drug tests performed shall be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor.
2. Urine specimens of individuals shall be collected in a scientifically or medically approved manner and under reasonable and sanitary conditions.
3. The collection and testing of urine specimens will be done with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens.
4. Documentation of urine specimens will be done through procedures that reasonably preclude the possibility of erroneous identification of test results, and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the Medical Review Officer.
5. The collection, maintenance, storage, and transportation of urine specimens will be done in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens.
6. The testing of a urine specimen of an individual to determine if the individual ingested, was injected, or otherwise introduced with a drug of abuse, will be done in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.
7. Alcohol testing will be done in a scientifically or medically approved manner, which will include an approved screening device (saliva swap, breath tube) or an Evidential Breath Testing device (breathalyzer). All confirmation alcohol testing will be done with an Evidential Breath Testing device.

Designated Testing or Collection Site

1. Drug Testing: CTS shall designate appropriate sites to be used for the collection of urine samples. The collector shall be responsible for maintaining collection site security and integrity as followed in federally mandated drug and alcohol testing programs or otherwise accepted as the industry standard.
2. Alcohol Testing: CTS shall designate appropriate sites to be used for alcohol testing.

Employee Preparation for Testing

1. When an employee is notified of selection for testing, he or she must proceed immediately to the collection site.
2. Employee must have photo identification.
3. Employees may be accompanied to the collection or testing site.
4. Collectors and Breath Alcohol Technicians may come to the worksite to collect specimens, without advanced notice.

Laboratory

For testing urine samples, CTS will use _____ LabCorp _____, as its primary testing laboratory. This laboratory is a DHHS-certified laboratory. CTS may at its discretion, designate another laboratory for urine testing.

The laboratory shall receive, analyze, and report laboratory confirmed results to the MRO.

Reasonable Cause Suspension from Safety-Sensitive Duties

If CTS has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks until such time as a drug or alcohol test is performed and results of that test are available.

Nine-Panel Drug Screen²

1. Initial Screening Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	1,000	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	50	
Cocaine Metabolites		300
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

2. Confirmatory Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	500	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	15	
Cocaine Metabolites		150
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

3. Any employee testing positive for a drug of abuse shall be discharged.

Alcohol Screening

1. If the initial alcohol screening test shows an alcohol concentration of less than 0.02, the testing procedure is completed.
2. If the alcohol concentration is 0.02 or greater, then there will be a separate confirmation test conducted using an Evidential Breath Testing device.
 - The breath alcohol technician will wait 15 minutes, but not more than 30 minutes, before conducting the confirmation test.
 - During this time, the employee is not allowed to eat, drink, smoke, belch, put anything in his or her mouth or leave the testing area.
3. 0.04 or greater:

² These cut-off levels are federally-recognized standards.

A confirmed test result of 0.04 or greater shall result in disciplinary action up to and including discharge. If the employee is not discharged, any return to duty will be contingent on successful completion of the company's return to duty program, which may include evaluation by a substance abuse professional, successful completion of any education, counseling or treatment prescribed by the substance abuse professional prior to returning to work, and provide a negative test result for drugs and a breath test less than 0.02 of alcohol. If the employee is not discharged, he or she shall be subjected to random drug and alcohol testing at any time for one year after the positive test.

4. 0.08 or greater:

A confirmed test result of .08 or greater will result in immediate discharge.

Contesting Positive Results

1. **Drug Testing**

An employee may contest a positive drug test result by contacting the MRO within seventy-two (72) hours of notification of a positive result.

Challenge testing will be performed on the untested second portion of the split sample. The employee may request that the MRO direct that a different certified laboratory perform the test.

There are no cut-off levels applicable to the split sample testing.

The employee must pay any costs or fees associated with the challenge test.

2. **Alcohol Testing**

An employee may contest a positive alcohol test by contacting the MRO within twenty-four (24) hours of notification of a positive result.

The MRO shall review the alcohol testing procedure and examine any alternate medical explanations for a positive test result and report any findings to the Policy Coordinator. Thereafter, CTS will review the matter and make a decision concerning the employee's status.

Refusing to Consent to Testing

1. Employees refusing to consent to drug or alcohol testing shall be discharged from employment.

2. A newly hired employee that refuses to consent to pre-employment drug testing shall no longer be eligible for employment with the company.

3. If an employee is caught adulterating a drug or alcohol test, the employee shall be discharged from employment.

4. If a newly hired employee is caught adulterating a pre-employment drug test, the employee shall no longer be eligible for employment with the company.

Employee Assistance

1. CTS shall provide to any employee testing positive for a drug of abuse or alcohol, a list of community resources where employees may seek assistance for themselves or their families.

2. CTS shall assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing a list of community resources where employees may seek assistance for themselves or their families.

3. See attached *List of Community Resources* where employees may seek assistance for themselves or their families.

Employee Training

1. **Employee Training**

CTS will provide within six (6) weeks of new employment, at least two (2) hours of drug-free workplace employee education for all employees unless the employee has already received such training at anytime within a prior two-year period.

The employee shall participate in drug-free workplace employee education at least biannually thereafter.

The employee education shall include, but may not be limited to the following:

- a) Explanation about the content of the company's alcohol and drug-free workplace policy.
- b) Employees shall have the opportunity to ask questions regarding the policy.
- c) Employees shall receive a hard copy of the written policy.
- d) Employees shall sign a document acknowledging receipt of the hard copy of the written policy.
- e) Employees shall receive a specific explanation of the basics of drugs and alcohol abuse, including, but not limited to the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace.
- f) Employees shall receive a list of community resources where employees may seek assistance for themselves or their families.

2. Supervisor Training

CTS will provide at least two (2) hours of drug-free workplace supervisor training for supervisory employees and annually thereafter. The supervisor training shall include the following:

- a) How to recognize a possible drug or alcohol problem;
- b) How to document behaviors that demonstrate a drug or alcohol problem;
- c) How to confront employees with the problem from observed behaviors;
- d) How to initiate reasonable suspicion and post-accident testing;
- e) How to handle the procedures associated with random testing;
- f) How to make an appropriate referral for assessment and assistance; and
- g) How to follow up with employees returning to work after a positive test.

Confidentiality and Recordkeeping

1. All drug and alcohol testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.
2. No information about any individual test result shall be released without written authorization of the tested employee with the exception of the following: The W. Va. Alcohol and Drug-Free Workplace Act does provide for inspection of records by the public authority which let the contract and its officers and agents.

List of Community Resources

Henry R. Bussey, MA
 218 D. Street
 South Charleston, WV 25303
 (304) 720-3835

(304) 776-7230

Kanawha Pastoral Counseling Center, Inc.
 16 Broad Street
 Charleston, WV
 (304) 346-9689 or 800-340-9680

Dr. Ralph Smith
 Charleston Psychiatric Group, Inc.
 2008 Kanawha Boulevard East
 Charleston, WV
 (304) 344-0349

Shawnee Hills, Inc.
 Various Locations
 Charleston (304) 345-4800
 Boone County (304) 369-1930
 Clay County (304) 587-4205
 Putnam County (304) 757-1000

Peoplework Solutions
 497 1st Avenue, South
 Nitro, WV
 (304) 722-9119

New Hope Christian Counseling Center
 5130 MacCorkle Avenue SE
 Charleston WV
 (304) 926-8600

Psychological Consultation & Assessment
 202 Glass Drive
 Cross Lanes, WV

CASTO TECHNICAL SERVICES, INC.

Acknowledgment

I have received a copy of the Casto Technical Services' W. Va. Alcohol and Drug-Free Workplace Act Policy. I have reviewed this Policy, understand its requirements, and agree, without reservation, to follow this Policy. I further understand that this Policy is not a contract of employment and I am an "at-will" employee.

Signature Date

Witness Date

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code § 21-1D-7b*, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: APFG 0708 ABC1800000007
Contract Purpose: HVAC Maintenance & Repair Service
Agency Requesting Work: State of WV - Dept. of Administration

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code § 21-1D-5* was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Costo Technical Services
Vendor Address: 540 Leon Sullivan Way
Charleston, WV 25301

Vendor Telephone: _____
Vendor Fax: _____
Vendor E-Mail: _____



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, April Dunlap, after being first duly sworn, depose and state as follows:

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

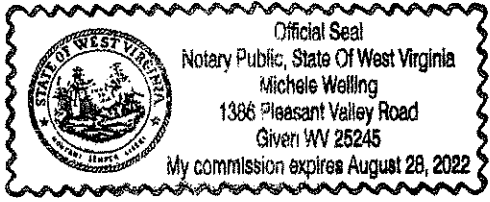
Printed Name: April Dunlap
 Signature: April Dunlap
 Title: Sales Assistant
 Company Name: Costo Technical Services
 Date: 1/29/18

Taken, subscribed and sworn to before me this 29 day of January, 2018

By Commission expires August 28, 2022

(Seal)

[Signature]
 (Notary Public)



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 Oblige, 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
CRFQ 0706 ABC1800000007 - HVAC Equipment Maintenance & Repair Service - 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.

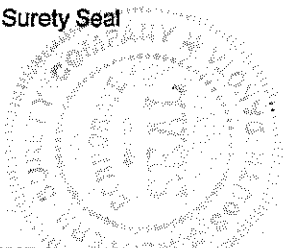
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

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 30th day of January, 2018.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)
By: Christina Smith
(Must be President, Vice President, or
Duly Authorized Agent)
VP
(Title)

Surety Seal



Western Surety Company
(Name of Surety)
By: Patricia A. Moye
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, Patricia A Moye, Gregory T Gordon, 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 27th day of March, 2017.



WESTERN SURETY COMPANY

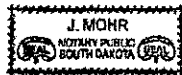
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2017, 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

June 23, 2021



J. Mohr
J. Mohr, 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 on this 31st day of January, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.