



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

State of West Virginia
 Centralized Request for Quote

RECEIVED
 08/05/21 12:27:01
 WV Purchasing Division

Proc Folder: 908929		Reason for Modification:	
Doc Description: Summersville HVAC Replacement (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-12	2021-07-29 13:30	CRFQ 0603 ADJ2200000002	1

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
Vendor Customer Code:
Vendor Name: *Casto Technical Services*
Address:
Street: *540 Leon Sullivan Way*
City: *Charleston*
State: *WV* **Country:** *US* **Zip:** *25301*
Principal Contact: *Nate Lancaster*
Vendor Contact Phone: *304-346-0549* **Extension:** *1264*

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X *[Signature]* **FEIN#** *550539186* **DATE** *8/5/21*

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 the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete, the replacement of HVAC units, at the Summersville Armory Facility, at 3 Armory Way, Summersville, WV 26651, per the attached specifications and documentation.

Mandatory Pre-Bid meeting will be held on 07/21/2021 at 10:30 am at the Summersville Armory Facility, at 3 Armory Way, Summersville, WV 26651.

INVOICE TO	SHIP TO
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ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV US	SUMMERSVILLE NATIONAL GUARD ARMORY 3 ARMORY WAY SUMMERSVILLE WV US
-------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Summersville HVAC Replacement (Construction)				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Provide labor, materials, tools, supplies and equipment to replace HVAC equipment at the Summersville Armory per the attached documentation.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid at 10:30 am	2021-07-21
2	Technical Questions due at 10:00 am	2021-07-23

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

_____ Casto Technical Services _____
Company

_____  _____
Authorized Signature

_____ 8/5/21 _____
Date

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Casto Tech.

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.
RDS Controls	WV 031362

Attach additional pages if necessary

Revised 07/01/2021

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.

M. L. Lancaster Estimator
(Name, Title)
Nate Lancaster Estimator
(Printed Name and Title)
540 Leon Sullivan Way, Charleston WV 25301
(Address)
304-346-0549 304 346-8920
(Phone Number) / (Fax Number)
nlancastr @ castotech.com
(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Casto Technical Services
(Company)
M. L. Lancaster Estimator
(Authorized Signature) (Representative Name, Title)
Nate Lancaster Estimator
(Printed Name and Title of Authorized Representative)
8/5/21
(Date)
304-346-0549 304 346 8920
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ ADJ22*02
Summersville Armory HVAC Replacement Construction

12. MISCELLANEOUS:

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

Contract Manager: Nate Lancaster

Telephone Number: 304-346-0549

Fax Number: 304-346-8920

Email Address: nlancaster@castotech.com

- a. Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

Exhibit A – CRFQ ADJ22*02
Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE REPLACEMENT OF 4 HVAC ROOFTOP UNITS INCLUDING ALL ELECTRICAL & PLUMBING WORK:

SUMMERSVILLE NATIONAL GUARD ARMORY
3 ARMORY WAY, SUMMERSVILLE, WV 26651

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Casto Technical Services

VENDOR ADDRESS: 540 Leon Sullivan Way
Charleston, WV 25301

TELEPHONE: 304-346-0549

FAX NUMBER: 304-346-8920

E-MAIL ADDRESS: n.lancaster@castotech.com

CONTRACT TOTAL BID AMOUNT: COST: REPLACEMENT OF 4 HVAC ROOFTOP UNITS INCLUDING ALL ELECTRICAL AND PLUMBING WORK: at Summersville Armory facility, Summersville, WV.

Four Hundred Fourteen Thousand Five hundred Dollars & zero cents
414,500.⁰⁰
(\$ _____)
(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Nate Lancaster DATE: 8/5/21

NAME: Nate Lancaster
(Please Print)

TITLE: Estimator / PM

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 Obligee, 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
Summersville HVAC Replacement (Construction) - CRFQ 0603 ADJ2200000002 - 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 Obligee 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 29th day of July, 2021.

Principal Seal

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

Surety Seal

Western Surety Company
(Name of Surety)
By: Patricia A. Moyer
Patricia A. Moyer, 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

Gregory T Gordon, Kimberly J Wilkinson, Patricia A Moye, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of July, 2021, 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

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this *29th* day of *July 2021*



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.



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

I, Dan Nolte, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Dan A Nolte
Signature: [Handwritten Signature]
Title: Project Manager
Company Name: Casto Technical Services
Date: 7/14/2021

STATE OF WEST VIRGINIA,

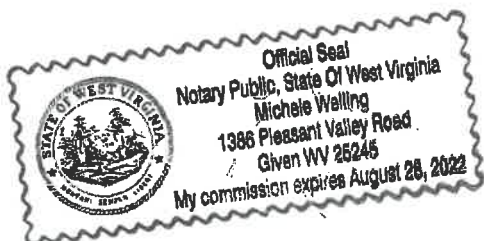
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 14 day of July, 2021.

By Commission expires August 28, 2022

(Seal)

[Handwritten Signature]
(Notary Public)



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: Casta Technical Services

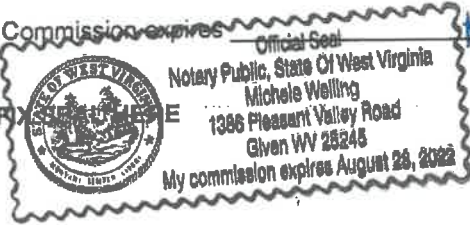
Authorized Signature: [Signature] Date: 7/14/2021

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of July, 2021

My Commission expires August 28, 2022



NOTARY PUBLIC [Signature]

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001241

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PJPING

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

Date Issued

AUGUST 13, 2020

Expiration Date

AUGUST 13, 2021



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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