

CRFQ ADJ22*29

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE AND REPLACE HVAC EQUIPMENT AT THE SUMMERSVILLE ARMORY FACILITY
3 ARMORY WAY, SUMMERSVILLE, WV

BID FORM

The undersigned, hereafter called the Bidder, 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

BIDDERS COMPANY NAME: Casta Technical Services

VENDOR ADDRESS: 540 Leon Sullivan Way
Charleston, WV 25301

07/06/22 13:21:19
WV Purchasing Division

TELEPHONE: (304) 346-0849

FAX NUMBER: (304) 346-8920

E-MAIL ADDRESS: SCleavenger@CastaTech.com

CONTRACT COST: BASE BID-CONTRACT ITEM NO. 1- Remove & replace twenty-nine (29) single duct variable air volume (VAV) terminals including controls

Two hundred forty-two thousand dollars & zero cents,
(\$ 242,000.00) *** (Contract bid to be written in words and numbers.)

BASE BID-CONTRACT ITEM NO. 2- Remove existing & replace one 55 Ton RTU (Roof Top Unit) with Aeon Model RN60 or equal:

Three hundred Twenty Four thousand dollars & zero cents
(\$ 324,000.00) *** (Contract bid to be written in words and numbers.)

ALTERNATE NO. 1-CONTRACT ITEM NO. 3- : Remove & Replace two (2) existing Greenheck ERV's (Energy Recovery Ventilators):

One hundred Twenty eight thousand dollars & zero cents
(\$ 128,000.00) *** (Contract bid to be written in words and numbers.)

CONTRACT TOTAL COST: BASE BID Item #1 plus BASE BID Item #2 plus Alternate #1.

Six hundred ninety-four thousand dollars & zero cents.
(\$ 694,000.00) *** (Contract bid to be written in words and numbers.)

SIGNATURE:  DATE: 7-1-2022

NAME: Samuel Cleavenger
(Please Print)

TITLE: Estimator / PM



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

Proc Folder: 1054654		Reason for Modification:	
Doc Description: (Construction) - Summersville Armory- HVAC Replacement		Addendum No. 2 To attached drawings.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-28	2022-07-06 13:30	CRFQ 0603 ADJ2200000029	3

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 : 540 Leon Sullivan way
Street :
 Charleston
City :
State : WV, 25301 **Country :** US **Zip :** 25301
Principal Contact : Sam Cleavenger
Vendor Contact Phone: (304) 880-5479 **Extension:**

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

Vendor Signature X  **FEIN#** 550539186 **DATE** 7-1-2022

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ220000029

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 checked="" 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 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

7-1-2022
Date

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

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
(Construction) - Summersville Armory- HVAC Replacement - CRFQ-0603-ADJ2200000029 - 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 6th day of July, 2022.

Principal Seal

Casto Technical Services, Inc.
Charles Smith
(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)
CFO
(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

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, 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, 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 6th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001241

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING

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

Date Issued

Expiration Date

AUGUST 13, 2021

AUGUST 13, 2022



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Casto 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.
<i>Rigney Digital Systems Ltd</i>	

Attach additional pages if necessary

REQUEST FOR QUOTATION – CRFQ ADJ22*29
Summersville Armory HVAC Replacement- Summersville, WV

Contract Manager: Sam Cleavenger
Telephone Number: (304) 346-6849
Fax Number: (304) 346-8920
Email Address: SCleavenger@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.



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

I, Sam Cleavenger, after being first duly sworn, depose and state as follows:

1. I am an employee of Costa Technical Services; and,
(Company Name)
2. I do hereby attest that Costa 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: Sam Cleavenger
 Signature: [Signature]
 Title: Estimator / PM
 Company Name: Costa Technical Services
 Date: 7-1-2022

STATE OF WEST VIRGINIA,

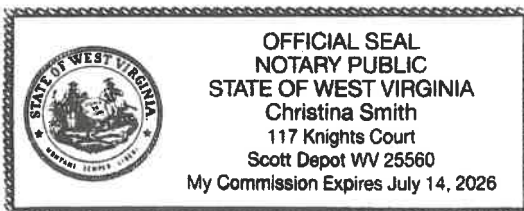
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 1 day of July, 2022.

By Commission expires July 14 2026

(Seal)

[Signature]
 (Notary Public)



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: AD32200000029

Contract Purpose: Summerville Army Hvac Replacement

Agency Requesting Work: Purchasing Division

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: Costa Technical Services Vendor Telephone: (304) 346-0549

Vendor Address: 540 Leon Sullivan Way Vendor Fax: (304) 346-8970


Charleston, WV 25301 Vendor E-Mail: SCleaver@Costatech.com

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.

(Name, Title) 
(Printed Name and Title) Sam Cleavenger Estimator / PM
(Address) 540 Lean Sullivan Way Charleston WV 25301
(Phone Number) / (Fax Number) (304) 880-5479 (304) 346-8920
(email address) SCleavenger@Castotech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Casto Technical Services
(Company)
 Samuel Cleavenger Estimator / PM
(Authorized Signature) (Representative Name, Title)
Sam Cleavenger Estimator / PM 7-1-2022
(Printed Name and Title of Authorized Representative) (Date)
(304) 346-8849 (304) 346 8920
(Phone Number) (Fax Number)
SCleavenger@Castotech.com
(Email Address)

STATE OF WEST VIRGINIA
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 CONTRACTS: Under W. Va. Code §15A-3-14, 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 Tech,

Authorized Signature: [Signature] Date: 7/6/22

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 6 day of July, 20 22

My Commission expires August 28, 20 22



NOTARY PUBLIC [Signature]