



(304)636-0595 (304)614-7042 - cell (304)636-9419 - fax 1110 Cole Avenue Elkins, WV 26241

W V036352 www.rehconstructionwy.com

FAX COVER LETTER

DATE: <u>2-3-10</u>			
TO: John	. 4	<u> </u>	
FROM: Crystal		FEB -3	
FAX NUMBER:		년 년 년	S
NUMBER OF PAGES: (INCLUDING COVER SHEET)	MOIS	5	
SUBJECT: B.b			
MESSAGE: Thanks for your			
help. (I'm new to all of this)			

2010 FEB - 3 PM 1: 23 WV PURCHASING DIVISION



Request for Hamman REONUMBER AND Quotation

HUT984

ADDRESS CORRESPONDENCE TO ATTENTION OF:

 PAGE::::	
1	

JOHN ABBOTT <u> 304-558-2544</u>

***812124835**

304-636-0595

R E H INC PO BOX 26241 HUTTONSVILLE CORRECTIONAL CENTER

ATTENTION: CLINTON SEMMLER ROUTE 250 SOUTH ELKINS WV 26241 HUTTONSVILLE, WV 26273 335-2291 F.Q.B. FREIGHT TERMS DATE PRINTED. SHIP VIA 01/05/2010 BID OPENING DATE: BID OPENING TIME 01:30PM 01/28/2010 CAT LINE QUANTITY .UOP UNITARICE. . ITEM NUMBER NO.

AMOUNT: 936-10 0001 LS 1 HVAC MAINTENANCE & REPAIR OPEN-END CONTRACT TO PROVIDE HVAC MAINTENANCE & REPAIR SERVICES FOR THE HUTTONSVILLE CORRECTIONAL CENTER, PER THE SPECIFICATIONS. OPTIONAL SITE VISIT: SITE VISITS MAY BE SCHEDULED UNTIL 1/21/2010; 4:00 PM, BY CONTACTING LANCE YARDLEY AT 304-335-2291 EXT. 202 EXHIBIT 3 THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL DURING THIS "REASONABLE NOT EXCEED TWELVE (12) MONTHS. TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-636-0595 DATE 02-03-2010 SIGNATURE

TITLE Owner EIN48-1303870

ADDRESS CHANGES TO BE NOTED ABOVE



304-636-0595

Request for Quotation

REQ NUMBER HUT984

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT <u> 304-558-2544</u>

***812124835** R E H INC PO BOX 26241

ELKINS WV 26241

HUTTONSVILLE CORRECTIONAL CENTER ATTENTION: CLINTON SEMMLER ROUTE 250 SOUTH HUTTONSVILLE, WV 26273 335-2291

DATE PRI	NTED	TERMS OF SALE	SHIP VIA	7 ⁽¹⁾	P.O.B.	FREIGHTTERMS
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304-636-0595

Request for Quotation

HUT984

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ADDITIESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

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*812124835 R E H INC PO BOX 26241

ELKINS WV 26241

OI-e FO

HUTTONSVILLE CORRECTIONAL CENTER ATTENTION: CLINTON SEMMLER ROUTE 250 SOUTH HUTTONSVILLE, WV 26273 335-2291

DATEPRIN	TFD	TÉR	MS OF SA	LECTOR	200 000 000 VIN	SHIP VI	A		FO.B.		FREIGHT TERMS
01/05/	2010										
BID OPENING DATE:		01/28/			12100 18 07	yeriy, saaraya		OPEN	ING TI		L:30PM
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SIGNATURE	1	/3		Total			TELEPHONE 3 C	4-63	36-0595	DATE	02-03-2010
Owner			₽N 48-	13038	70						S TO BE NOTED ABOVE
OWITER								L			בט יעבאוססטי

	I	NAL CENTER HVAC MA	Estimated		
			Annual		
ltem #	Des	cription	Usage	* Unit Price	Extended Price
1	ANNUAL MAINTENAN	CE CONTRACT - HCC	1		\$
2	REGULAR WORK HO	URS	120	\$ _{65.00}	\$7.800.00
3	AFTER REGULAR WO	RK HOURS	60	\$97.50	\$5,850.00
4	HOLIDAY WORK HOL	RS	60	\$130.00	\$7,800.00
5	EST. ANNL. PARTS U	SAGE x % MARK-UP	\$2,000.00	% M/U: 40.00	\$2,800.00
	Fallure to use this for	maynesult in disquali	fication	Total	24,250.00
	Bidder / Vendor Inform	ation:			
	Name:				
	Address:			Child No W.	
		ii			
	Phone#:				
	Email Address:				
	Contract Coordinator In				
	Name:	Huttonsville Correction	al Center		
		Attention: Robert Arme	entrout		
	Address:	P O Box 1			
		Huttonsville, WV 2627	8		
	Phone# :	304-335-2291 EXT 16			
	Email Address:	rarment1@mail.wvnel	.edu		
	i				

THE BID.



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

STATE OF West Virgin	ارم
COUNTY OF Randolph	
I, Cuptal Mouse state as follows:	_, after being first duly sworn, depose and
1. I am an employee of <u>J</u>	REHING.; and, (Company Name)
2. I do hereby attest that _	(Company Name) (Company Name)
maintains a valid writter	n drug free workplace policy and that such with West Virginia Code §21-1D-5.
The above statements are swo	rn to under the penalty of perjury.
	REH MC. (Company Name)
	(Company Name)
	By: Creptal Mouse Title: Secretary
Taken, subscribed and sworn to	By: Creptal Mouse Title: Secretary
Taken, subscribed and sworn to By Commission expires	By: Creptal Mouse Title: Secretary Date: 2.3-10
	By: Creptal Mouse Title: Secretary Date: 2.3-10 before me this 3rd day of AEBRULLY, 2010
By Commission expires OFFICIAL SEAL NOTARY PUBLIC OTATE OF WEET VIRGINIA DIANE JACKSON RANDOLPH COUNT CLERKS OFFICE #2 RANDOLPH AVE FLKINS, WV 25241 FLKINS, WV 25241 FLKINS, WV 25241 FLKINS, WW 25241	By: Creptal Mouse Title: Secretary Date: 2.3-10 before me this 3rd day of AEbruary. 2010 3-9-2015 (Notary Public) UBMITTED WITH THE BID IN ORDER TO

Rev March 2009



Request for Quotation

RFO NUMBER	
HUT984	

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ADDRESS CORRESPOND	ENCETO ATTENTION OF
JOHN ABBOTT	
304-558-2544	

335-2291

RFQ COPY
TYPE NAME/ADDRESS HERE
Casto Teannical Services
540 Leon Sullivan Way
Charleston, WV
75377

HUTTONSVILLE CORRECTIONAL
CENTER
ATTENTION: CLINTON SEMMLER
ROUTE 250 SOUTH
HUTTONSVILLE, WV

26273

TERMS OF SALE DATE PRINTED SHIP VIA F.O.B FREIGHT TERMS 01/27/2010 BID OPENING DATE: 02/03/2 OPENING TIME 01:30PM CAT NO LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT ADDENDUM #01 THIS ADDENDUM IS ISSUED TO CLARIFY THE ANNUAL PRE-VENTIVE MAINTENANCE IS NOT REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT; THEREFORE THE ATTACHED BID FORM HAS BEEN REVISED TO REFLECT THIS CHANGE. THE BID OPENING DATE HAS BEEN EXTENDED TO: 2/3/2010; 1:30 PM NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED **0001** LS 936-10 HVAC MAINTENANCE & REPAIR HUT984 ***** TOTAL: |\$26,100,€ THIS IS THE END OF REO SEE REVERSE SIDE FOR TERMS AND CONDITIONS

550539186

0549

ADDRESS CHANGES TO BE NOTED ABOVE

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

- 1. Awards will be made in the best interest of the State of West Virginia
- 2. The State may accept or reject in part, or in whole, any bid
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6 6).

HUTTO	NSVILLE CORREC	TIONAL CENTER HVAC MA	VINTENANCE TESTIMATED	CONTRACT BID	FORM - Rev. 1/26		
· :	ם	escription	Annual Usage	* Unit Price	Extended Price		
	-						
1	REGULAR WORK H	IOURS	120	\$ 78.00	\$ 9360,00		
2	AFTER REGULAR \	WORK HOURS	60 🚜	\$ 117,00	\$ 7020,00		
3	HOLIDAY WORK H	OURS	60	\$ 117.00	\$ 7020.00		
4	EST. ANNL. PARTS	USAGE x % MARK-UP	\$2,000.00	% M/U: 35%	\$ 2700.00		
	Failure to use this	erm may result in disqual	fication	Total	\$ 26,100,00		
	Bidder / Vendor Info	rmation:					
	Name:			cal Sen			
	Address:	540 Leon			<u> </u>		
		Charlesta	<u> </u>	<u> 25322</u>			
	Phone#:	304.346.0549					
	Email Address:	trayecas	totech	·com			
	Contract Coordinato	r Information:					
	Name:	Huttonsville Correction	al Center				
		Attention: Robert Arme	entrout				
	Address:	P O Box 1					
		Huttonsville, WV 2627	78				
	Phone# :	304-335-2291 EXT 16	69				
	Email Address:	rarment1@mail.wvne	-				
		Items 1-3 are hourly		Item # 4= \$2,000	X % Mark-up over cost		



DATE PRINTED

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

Request for Quotation

SHIP VIA

HUT984

PAGE

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Casto Technical Services Sto Leon Sullivan Way Charleston, WU 25322

TERMS OF SALE

HUTTONSVILLE CORRECTIONAL
CENTER
ATTENTION: CLINTON SEMMLER
ROUTE 250 SOUTH
HUTTONSVILLE, WV
26273 335-2291

01/05								
BID OPENING DATE	-:	01/28/	2010		BII	ם כ	PENING TIME 01	:30PM
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0001	HVAC M	1 AINTEN	L S ANCE		936-10 AIR			\$26,100.00
	OPEN-E SERVIC PER TH	ES FOR	THE	HUTTO	NSVILLE CORRECT	NTI IOI	ENANCE & REPAIR NAL CENTER,	
	OPTION	AL SIT	E VIS	C U	ITE VISITS MAY NTIL 1/21/2010; ONTACTING LANCE 04-335-2291 EXT	4 : Y /	:00 PM, BY Ardley at	
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	RENEWAL WRITTEN	: THIS	CONT NT OF	THE	MAY BE RENEWED SPENDING UNIT	AND	VENDOR,	
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heavoral Ac	the second	,	<u></u>		<u> </u>	<u> 54</u>	6.0549 DATE 2/3	3/10
negional Ho WHI	<u>CA. MUN</u> EN RESPC	NDING T	7 550 0 RFQ.	つうて INSERT	NAME AND ADDRESS	IN S	ADDRESS CHANGES T SPACE ABOVE LABELET	J. NENDOD.

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE: Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor
- 5. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9 SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services Interest may be paid on late payments in accordance with the West Virginia Code.
- 11 TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



ENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

assto lechnical Services

540 Leon Sullivan Way

narteston, WV 25322

Request for Quotation

HUT984

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT

304-558-2544

HUTTONSVILLE CORRECTIONAL SHIP CENTER ATTENTION: CLINTON SEMMLER ROUTE 250 SOUTH **HUTTONSVILLE, WV** 26273 335-2291

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHTTERMS 01/05/2010 BID OPENING DATE: 01/28/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP UNIT PRICE ITEM NUMBER AMOUNT :: SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE DRIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. SEE BEVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304 346,0549 Monaser 550539186 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



DATE PRINTED

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

Request for Quotation

SHIP VIA

HUT984

304-558-2544

PAGE 3

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT

RFQ COPY
TYPE NAME/ADDRESS HERE

Casto Technical Services

SHO Lean Sullivan Way
Charleston, WU
To

TERMS OF SALE

HUTTONSVILLE CORRECTIONAL CENTER
ATTENTION: CLINTON SEMMLER
ROUTE 250 SOUTH
HUTTONSVILLE, WV
26273 335-2291

FOB.

204.346.0549 2/3/10	01/05							
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 MAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR XXXXXXXXXXX TO WEST VIRGINIA CODE 21-5A, ET, SEQ. WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BIJD DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE CONTRACTORS LICENSE SECRETARIST DATE OF THE WISE SPECIFIED IN THE BIJD DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE CONTRACTORS LICENSE SECRETARIST DATE OF THE WISE SPECIFIED IN THE BIJD DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE ONTO COVERAGE REQUIRED IS \$250,000. ADDRESS CHANGES TO BE NOTED ABOVE	BID OPENING DATE	:	01/28/	2010	***************************************	BID	OPENING TIME O	L:30PM
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DATE PRINTED

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

Request for Quotation

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HUT984

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FREIGHTTERMS

ADDRESSICORRES	PONDENCE TO ATTENTION OF:
JOHN ABBOTT	
304-558-2544	

RFQ COPY
TYPE NAME/ADDRESS HERE

Casto Technical Services
540 Leon Sullivan Way

Charleston, WV

TERMS OF SALE

HUTTONSVILLE CORRECTIONAL
CENTER
ATTENTION: CLINTON SEMMLER
ROUTE 250 SOUTH
HUTTONSVILLE, WV
26273 335-2291

FOR

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DATE PRINTED

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

Request for Quotation

SHIP VIA

HUT984

PAGE

FREIGHTTERMS

ADDRESS CORRESPON	NDENCE TO ATTENTION OF
JOHN ABBOTT	
304-558-2544	

RFQ COPY
TYPE NAME/ADDRESS HERE

Casto Technical Services

TERMS OF SALE

Sto Lean Sullivan Way Charleston, WV

25322

HUTTONSVILLE CORRECTIONAL
CENTER
ATTENTION: CLINTON SEMMLER
ROUTE 250 SOUTH
HUTTONSVILLE, WV
26273 335-2291

01/05/								
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DATE PRINTED:

State of West Virginia Request 101 Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

SHIP VIA

HUT984

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FREIGHTTERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE asts Technical Services

TERMS OF SALE

HUTTONSVILLE CORRECTIONAL CENTER ATTENTION: CLINTON SEMMLER ROUTE 250 SOUTH HUTTONSVILLE, WV 26273 335-2291

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WHI	EN RESPO	NDING T	O RFQ,	INSERT	NAME AN	D ADDRESS	IN SF	PACE ABOVE LA	BELET) 'VENDOR'

- 1. Purpose of this contract is to provide the contracted assurance that the HVAC equipment and HVAC control system operated within the prescribed guidelines.
- 2. Vendor is to make repairs to various HVAC systems on an as needed basis. An inventory of all equipment is listed
- 3. Huttonsville Correctional Center's Maintenance staff will evaluate the problem and determine when the vendor is needed for service, at this time the vendor needs to respond within 24 hours.
- 4. Vendor must be a factory authorized dealer for commercial HVAC systems. Vendor must have certified technicians providing service on the equipment. Vendor must be able to repair complex commercial HVAC equipment listed in the specs.
- 5. Vendor must provide Liability Insurance coverage.
- 6. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. You control the means, method and manner of performing the services for which you are being retained, within the specifications of the contract.
- 7. Reports on readings if applicable.
- 8. Hourly rates shall include all minimum fees or show up costs...
- 9. Estimated Annual Parts Usage X % of Mark-up must be completed in chart listed below.
- 10. The BID form shall be completed as written
- 11 Renewal shall be in accordance with the Terms and Conditions of this contract. It shall be limited to two additional successive one year periods. Vendor is responsible to notify the Owner of its intent to renew within 60 days of termination of the contract with a letter of intent.
- 12. An invoice of purchased parts must be attached for verification when billing.

Inventory List:

```
Staff Building
Micro Z
Z Pack MZ-3070
Serial #920113
2 Motor/Split Unit
1-1/2 HP 480V
2 HP 480V
2,400 CFM
```

K Building

Trane
15 HP 480V
MCCA 021GA U0ABA 000BC CA00B A0000 BE00 B0000 00A0
Serial K98#39670

Electrical Class

Trane
1-1/2 HP 208V 3PH
MCCA 006GA U0ABA 000BC CA00B A0000 BE000 B00000 00A0

Vocational Building

McQuay (Snyder-General)
Model: LHC111CH
Serial: 3XM01617-06
5HP 460 V/3 PH
Multi-Purpose Building

McQuay

Model: LHD114DH

Serial: 3XM016190-04 10 HP 460 V/3 PH

Furniture Plant

McQuay

Model: LHD 106 CH Serial: 3XM01618-06

Units B-1, B-2 E-1 and B-2

Trane

MCCA 025GA AU0AB C000H 0ECAO 0BAAO 000BC 000DO 00000AO 15 HP 460 HP/ 60 HZ / 3 PH

Laundry

Hastings

Serial: 53837

Model: SBS- 2115-9-VD

9,000 CFM

7-1/2 HP / S08V / 60 HZ / 3 PH

1765 RPM 21.4 AMPS

Unit's A & C

Hastings

Serial: 52695-2

Model: SBS-115-5-MB

Size: SBS-115 5,000 CFM

 $5\,\mathrm{HP}/208\,\mathrm{V}/60\,\mathrm{HZ}/3\,\mathrm{PH}$

1750 RPM 10.5 AMP's

Unit G

There are 3 roof units

Magic Aire

Model: 120BRW

4,000 CFM

1-1/2 HP / 208 V / 3 PH

Unit D

York Magnum Ultra High Efficiency HVAC Unit Model DJ180C00V4AE1

Unit F

York Magnum Ultra High Efficiency HVAC Unit Model DJ180C00V4AE1

m #	E	escription	Estimated Annual Usage	* Unit Price	Extended Price
1	ANNUAL MAINTEN	ANCE CONTRACT - HCC	1		\$
2	REGULAR WORK I	-lours	120	\$7800	\$ 9340.00
3	AFTER REGULAR	WORK HOURS	60	\$ 117.00	\$ 7020.00
4	HOLIDAY WORK H	OURS	60	\$117,00	\$7020.00
5	EST. ANNL. PARTS	USAGE x % MARK-UP	\$2,000.00	% M/U:	\$ 2700,00
	Failure to use this	form may result in disquali	ication	Total	\$ 26,100.00
	Bidder / Vendor Info	rmation:			
	Name:	CastoTe	echnic	al Servi	ces
	Address:	540 Leon		van Way	
		Charlesto	M, M	V 2532	2
	Phone# :	304-346-C	549		
	Email Address:	tray@cast	otech	.com	
	Contract Coordinato	r Information:	Water of Library Control of the Cont		
	Name:	Huttonsville Corrections	al Center		
		Attention: Robert Arme	ntrout		
	Address:	P O Box 1			
		Huttonsville, WV 26278	3		
	Phone#:	304-335-2291 EXT 16	9		
	Email Address:	rarment1@mail.wvnet.	odu		

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

<u>X</u>	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. <u>×</u>	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
<u>4.</u>	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirent against	Inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorizathe requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	nenalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Casto Technical Services signed: Dlove B hay
Date:	2/3/10 Title: tolgional Acct Manager
*Check ar	ny combination of preference consideration(s) indicated above, which you are entitled to receive

RFQ No

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

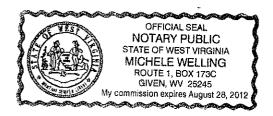
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more countles or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

Vendor's Name: Casto Technical Services Inc. Authorized Signature: Abourts B. En Date: 3/FEB/10 State of West Virginia County of Kanawha , to-wit: Taken, subscribed, and sworn to before me this 3 replay of December; 2010 My Commission expires August 28 , 2012 AFFIX SEAL HERE NOTORY PUBLIC Mallel Willy



WITNESS THE FOLLOWING SIGNATURE



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

COUNTY OF KANGWHA, TO-WIT:	
I, THOMAS B. Epps , after b state as follows:	eing first duly sworn, depose and
1. I am an employee of <u>CASTO</u>	Technical Services Inc.; and, (Company Name)
2. I do hereby attest that <u>CASTO</u>	TECHNICAL SCRUCES ZVC. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.	
The above statements are sworn to under the penalty of perjury.	
CAS	to Technical Services The
OFFICIAL SEAL	(Company Name)
NOTARY PUBLIC STATE OF WEST VIRGINIA MICHELE WELLING By:	
ROUTE 1, BOX 173C	HOURS B. En
HOUTET, BOX 173C	PAQUAS B. EM
HOUTE 1, BOX 178C GIVEN, WV 25245 My commission expires August 28, 2012 Title:	V. P. 10F0 3/FEB/10
HOUTE 1, BOX 178C GIVEN, WV 25245 My commission expires August 28, 2012 Title:	V. P. 10F0 3/FEB/10
HOUTE 1, BOX 178C GIVEN, WV 25245 My commission expires August 28, 2012 Title:	V.D. 10FO S/FEB/10 ne this 3rd day of February . 2010
HOULET, BOX 1780 GIVEN, WV 25245 My commission expires August 28, 2012 Title:	V.D. 10FO S/FEB/10 ne this 3rd day of February . 2010
Taken, subscribed and sworn to before m By Commission expires August 28, 2012 Total: Taken, subscribed and sworn to before m By Commission expires August 28, 2012 Taken, subscribed and sworn to before m By Commission expires August 28, 2012 This Affidavit Must be submitted.	ne this 3rd day of February . 2010 2012 (Notary Public) D WITH THE BID IN ORDER TO
Taken, subscribed and sworn to before m By Commission expires August 28, 2012 Title: Date: Seal)	D WITH THE BID IN ORDER TO S/FEE/10 1. P. /CFO 1. P.

Rev March 2009