



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

Request for Quotation

RFQ NUMBER
HUT984

PAGE
1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.C.B.	FREIGHT TERMS
01/27/2010				

BID OPENING DATE: **02/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY THE ANNUAL PREVENTIVE 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	1	LS		936-10		
HVAC MAINTENANCE & REPAIR						
***** THIS IS THE END OF RFQ HUT984 *****						TOTAL: \$26,100.⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Darci B Ray** TELEPHONE: **304.346.0549** DATE: **2/3/10**

TITLE: **Regional Acct. Manager** FEIN: **550539186** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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).

HUTTONSVILLE CORRECTIONAL CENTER HVAC MAINTENANCE CONTRACT BID FORM - Rev. 1/26

	Description	Estimated Annual Usage	* Unit Price	Extended Price
1	REGULAR WORK HOURS	120	\$ 78.00	\$ 9360.00
2	AFTER REGULAR WORK HOURS	60	\$ 117.00	\$ 7020.00
3	HOLIDAY WORK HOURS	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 form may result in disqualification			Total	\$ 26,100.00

Bidder / Vendor Information:
 Name: Casto Technical Services
 Address: 540 Leon Sullivan Way
Charleston, WV 25322
 Phone#: 304.346.0549
 Email Address: tray@castotech.com

Contract Coordinator Information:
 Name: Huttonsville Correctional Center
 Attention: Robert Armentrout
 Address: P O Box 1
 Huttonsville, WV 26278
 Phone#: 304-335-2291 EXT 169
 Email Address: rament1@mail.wvnet.edu

Items 1-3 are hourly unit prices; Item # 4= \$2,000 X % Mark-up over cost



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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
*Casto Technical Services
 540 Leon Sullivan Way
 Charleston, WV
 25322*

SHIP TO

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

DATE PRINTED 01/05/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/28/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-10		\$26,100.00
<p>HVAC MAINTENANCE & REPAIR</p> <p>OPEN-END CONTRACT TO PROVIDE HVAC MAINTENANCE & REPAIR SERVICES FOR THE HUTTONSVILLE CORRECTIONAL CENTER, PER THE SPECIFICATIONS.</p> <p>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</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Walter B. Ray* TELEPHONE: **304.346.0549** DATE: **2/3/10**

FILE: *Regional Adm. Manager* FEIN: **550539186** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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."



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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Casto Technical Services
 540 Leon Sullivan Way
 Charleston, WV 25322*

SHIP TO

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

DATE PRINTED 01/05/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>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 ORIGINAL 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John B. Ray</i>	TELEPHONE <i>304 346 0549</i>	DATE <i>2/3/10</i>
TITLE <i>Regional Acct. Manager</i>	FEIN <i>550539186</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Casto Technical Services
540 Leon Sullivan Way
Charleston, WV 25322

SHIP TO

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

DATE PRINTED 01/05/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR XXXXXXXXXXXX COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p style="text-align: center;">CONTRACTORS LICENSE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan B. Kay</i>	TELEPHONE <i>304.346.0549</i>	DATE <i>2/3/10</i>
TITLE <i>Regional Acct. Man.</i>	FEIN <i>550539186</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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HUT984

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
*Casto Technical Services
 540 Leon Sullivan Way
 Charleston, WV
 25322*

SHIP TO

HUTTONSVILLE CORRECTIONAL
 CENTER
 ATTENTION: CLINTON SEMMLER
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 HUTTONSVILLE, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/05/2010				

BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ... <i>Casto Technical Services</i> ... CONTRACTORS LICENSE NO.: <i>WV001241</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walter B Lay</i>	TELEPHONE <i>304.346.0549</i>	DATE <i>2/3/10</i>
TITLE <i>Regional Mgr. Manager</i> FEIN <i>550539186</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32) -----</p> <p>REQ. NO.: HUT984-----</p> <p>BID OPENING DATE: 01/28/2010-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Wade B. Ray</i>	TELEPHONE <i>304.346.0549</i>	DATE <i>2/3/10</i>
TITLE <i>Regional Acct. Man.</i>	FEIN <i>350539186</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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304-558-2544

PURCHASER

RFQ COPY

TYPE NAME/ADDRESS HERE

Casto Technical Services
540 Leon Sullivan Way
Charleston, WV 25322

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/05/2010				

BID OPENING DATE: **01/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
			<i>304</i>	<i>346-8920</i>		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Traci Ray</i>						
***** THIS IS THE END OF RFQ HUT984 ***** TOTAL:						<i>26,100.⁰⁰</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walter B. Kay</i>	TELEPHONE <i>304.346.0549</i>	DATE <i>2/3/10</i>
TITLE <i>Regional Acct. Man</i>	FEIN <i>550539186</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED '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. 7
2. Vendor is to make repairs to various HVAC systems on an as needed basis. An inventory of all equipment is listed below.
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 UOABA 000BC CA00B A0000 BE000 B0000 00A0
Serial K98#39670

Electrical Class

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

Vocational Building

McQuay (Snyder-General)
Model: LHC111CH
Serial: 3XMD1617-06
5HP 460 V/3 PH

Multi-Purpose Building

McQuay
Model: LHD114DH

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

8

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 0ECA0 0BAA0 000BC 000D0 00000A0
15 HP 460 HP/ 60 HZ / 3 PH

Laundry

Hastings
Serial: 53837
Model: SBS- 2115-9-VD
9,000 CFM
7-1/2 HP / 508V / 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 HP / 208 V / 60 HZ / 3 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

HUTTONSVILLE CORRECTIONAL CENTER HVAC MAINTENANCE CONTRACT BID FORM				
Item #	Description	Estimated Annual Usage	* Unit Price	Extended Price
1	ANNUAL MAINTENANCE CONTRACT - HCC	1		\$ _____
2	REGULAR WORK HOURS	120	\$ 78.00	\$ 9360.00
3	AFTER REGULAR WORK HOURS	60	\$ 117.00	\$ 7020.00
4	HOLIDAY WORK HOURS	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 disqualification			Total	\$ 26,100.00
Bidder / Vendor Information:				
Name:		Casto Technical Services		
Address:		540 Leon Sullivan Way		
		Charleston, WV 25322		
Phone# :		304-346-0549		
Email Address:		tray@castotech.com		
Contract Coordinator Information:				
Name:		Huttonsville Correctional Center		
		Attention: Robert Armentrout		
Address:		P O Box 1		
		Huttonsville, WV 26278		
Phone# :		304-335-2291 EXT 169		
Email Address:		rarmen1@mail.wvnet.edu		
* Item #1 = Annual; Items 2, 3, & 4 are hourly unit prices; Item #5 = \$2,000 X % Mark-up over cost				

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.

- 1. 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. 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,
4. 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Casto Technical Services Signed: [Signature] Title: Regional Acct. Manager Date: 2/3/10

*Check any 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 counties 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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Caso Technical Services Inc.

Authorized Signature: *Rowan B. E...* Date: 3/FEB/10

State of West Virginia

County of Kanawha, to-wit:

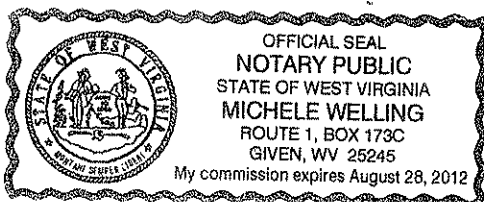
Taken, subscribed, and sworn to before me this 3rd day of February, 2010.

My Commission expires August 28, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

Michele Welling





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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

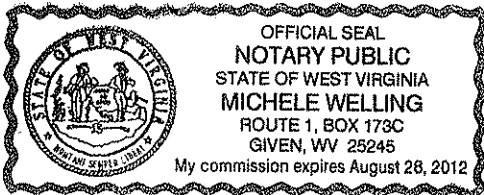
I, THOMAS B. Epps, after being first duly sworn, depose and state as follows:

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

CASTO Technical Services Inc.
(Company Name)



By: THOMAS B. Epps

Title: V.P. / CFO

Date: 3/FEB/10

Taken, subscribed and sworn to before me this 3rd day of February, 2010

By Commission expires August 28, 2012

(Seal)

Michele Welling
(Notary Public)

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