

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

CASIO TECHNICAL SERVICES  
(Company)

Richard Slater  
(Authorized Signature)

RICHARD SLATER, BAS DEPT. MANAGER  
(Representative Name, Title)

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

10, 31, 2012  
(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

CASTO TECHNICAL SERVICES  
Company

*Richard Stutz*  
Authorized Signature

10, 31, 2012  
Date

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

This project is a single project and will be awarded in whole. For accounting purposes only, please provide your cost per building.

LOCATION	BID
Building 1, Main Building, 1900 Kanawha Blvd E, Charleston	5759.00
Building 4, California Ave, Charleston, WV	3009.00
Building 5, 1900 Kanawha Blvd E, Charleston, WV	4029.00
Building 6, 1900 Kanawha Blvd E, Charleston, WV	3080.00
Building 8 Governor's Mansion ,Kanawha Blvd E. ,Charleston	5084.00
Building 14, 2006 Quarier St, Charleston	1843.00
Building 16 2100 Washington Street East(Daycare),Charleston	4454.00
Building 17 2101 Washington Street , Charleston	1484.00
Building 20, 617 Leon Sullivan Way, Charleston	9052.00
Building 22, 1001 Lee St, Charleston	1550.00
Building 23, 407 Neville Street, Beckley	1684.00
Building 25, 57th and Avery, Parkersburg	1550.00
Building 27, 2700 Charles Avenue, Dunbar	3182.00
Building 29 502 Eagle Mountain road, Charleston	1652.00
Building 33, 311 Jefferson St, Charleston	2886.00
Building 34, 100 Municipal Plaza, Weirton	2703.00
Building 36, 321 Capitol St, Charleston	2886.00
Building 37, 610 57th St, Charleston	1576.00
Building 74, 318-324 4th Avenue, South Charleston, WV	3182.00
Building 84, 1409 Greenbrier St., Charleston, WV	3182.00
Building 86 102 Smith Street (Old Greenbrooke), Charleston	1820.00
<b><u>TOTAL CONTRACT BID</u></b>	<b>\$ 65,647.00</b>

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 Sioux Falls, SD, a corporation organized and existing under the laws of the State of  
SD with its principal office in the City of Sioux Falls, 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  
Install 37 CO Detectors in Various DOA Buildings - GSD136414 - 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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
1st day of November, 2012.

Principal Corporate Seal

Casto Technical Services, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)  
By: [Signature]  
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly J Wilkinson, Larry D Kerr, Allan L Mc Vey, Gregory T Gordon, 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 15th day of October, 2012.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

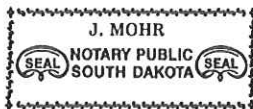
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15<sup>th</sup> day of October, 2012



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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



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, RICHARD SLATER, after being first duly sworn, depose and state as follows:

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

By: Richard Slater

Title: BAS DEPT. MANAGER

Date: 10.31.2012

Taken, subscribed and sworn to before me this 31 day of October 2012.

Official Seal  
State Of West Virginia  
Notary Public  
Michela Welling  
1386 Pleasant Valley Road  
Given WV 25245  
My commission expires August 28, 2022

By Commission Expires August 28, 2022  
Michela 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.**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed 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 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: CASO TECHNICAL SERVICES

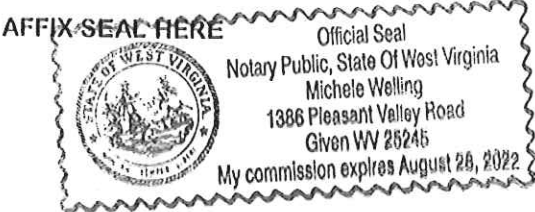
Authorized Signature: [Signature] Date: 10, 31, 2012

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 31 day of October, 2012.

My Commission expires August 28, 2022



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 07/01/2012)