



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

State of West Virginia
Request for Quotation

Proc Folder: 212534

Doc Description: EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIR (COR212534)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-16	2016-07-28 13:30:00	CRFQ 0608 COR1600000037	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Casto Technical Services
640 Leon Sullivan way, PO Box 627
Charleston, WV 25301
304-346-0549

07/28/16 13:25:49
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN # 55-0539186

DATE 7/28/16

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIR AT MARTINSBURG CORRECTIONAL CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Regular Labor Rate	100.00000	LS	See attached Pricing	

Comm Code	Manufacturer	Specification	Model #
78141600			

Extended Description :
Regular Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Overtime Labor Rate	16.00000	LS	See attached Pricing	

Comm Code	Manufacturer	Specification	Model #
78141600			

Extended Description :
Overtime Labor Rate

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Holiday Labor Rate	8.00000	LS		
See attached pricing					
Comm Code	Manufacturer	Specification	Model #		
78141600					

Extended Description :

Holiday Labor Rate

INVOICE TO			SHIP TO		
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD			MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		
MARTINSBURG	WV25401		MARTINSBURG	WV 25401	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Emergency Labor Rate	8.00000	LS		
See attached pricing					
Comm Code	Manufacturer	Specification	Model #		
78141600					

Extended Description :

Emergency Labor Rate

INVOICE TO			SHIP TO		
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD			MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		
MARTINSBURG	WV25401		MARTINSBURG	WV 25401	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Parts Markup Percentage	1.00000	PCT		
See attached pricing					
Comm Code	Manufacturer	Specification	Model #		
78141600					

Extended Description :

Parts Markup Percentage

INVOICE TO		SHIP TO	
MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD	
MARTINSBURG	WV25401	MARTINSBURG	WV 25401
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Equipment and Systems Inspections and Testing (Alternate #1)	2.00000	LS		

see attached pricing

Comm Code	Manufacturer	Specification	Model #
78141600			

Extended Description :

Equipment and Systems Inspections and Testing (Alternate #1)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2016-07-13
2	VENDOR QUESTION DEADLINE	2016-07-18

COR1600000037	Document Phase Draft	Document Description EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIR (COR212534)	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:
July 13, 2016 at 10:00 AM EST

Martinsburg Correctional Center is located at 38 Grapevine Road, Martinsburg, WV 25401.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 18, 2016 at 4:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: crystal.g.rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ COR1600000037
BID OPENING DATE: July 28, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 28, 2016 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on
award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$1,000,000.00
_____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☒ Please make insurance certificate holder WV Division of Corrections
1409 Greenbrier Street, Charleston, WV 25311

☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ Valid West Virginia Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Cash Technical Services, Inc
Contractor's License No. WV001241

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Tim Sneeringer Service Manager
(Name, Title)
Tim Sneeringer, Service Manager
(Printed Name and Title)
540 Leon Sullivan Way, PO Box 627
(Address)
304-346-0549 / 304-720-0964
(Phone Number) / (Fax Number)
tsneeringer@costotech.com
(email address)

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

Costo Technical Services, Inc.
(Company)

Tim Sneeringer Service Manager
(Authorized Signature) (Representative Name, Title)

Tim Sneeringer, Service Manager
(Printed Name and Title of Authorized Representative)

7/28/16
(Date)

304-346-0549 / 304-720-0964
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR1600000037

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.

CASD TECHNICAL SERVICES, INC
Company


Authorized Signature

7/28/16
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ COR1600000037

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To attach pre-bid meeting sign-in sheet

Bid opening remains July 28, 2016 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0608 CR16X37

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 1 of 1

Date: 7/13/2016

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	<u>Casto Technical Services</u>	<u>540 Lean Sullivan Way</u>	PHONE <u>304-545-3522</u>
Rep:	<u>Jose Moreno</u>	<u>Charleston WV</u>	TOLL FREE
Email Address:	<u>jmoreno@castotech.com</u>		FAX <u>304-720-0910</u>
Company:	<u>CARE SERVICES INC.</u>	<u>19 W. SUNSET AVE</u>	PHONE <u>301-223-5749</u>
Rep:	<u>MICHAEL WATSON</u>	<u>WILLIAMSBURG MD 21795</u>	TOLL FREE
Email Address:	<u>mwatson@careservicesinc.com</u>		FAX <u>301-223-8333</u>
Company:	<u>REDDLE BEIGER BROTHERS INC</u>	<u>PO Box 27 6127 S. Valley Pike</u>	PHONE <u>570-434-1731</u>
Rep:	<u>MONTY CASSELL</u>	<u>MT. CARMEL VA 22841</u>	TOLL FREE
Email Address:	<u>MONTY.CASSELL@MSEVA.COM</u>		FAX <u>877-549-3518</u>
Company:			PHONE
Rep:			TOLL
Email Address:			FREE
			FAX
Company:			PHONE
Rep:			TOLL
Email Address:			FREE
			FAX

CRFQ COR1600000037 – REQUEST FOR QUOTATIONS

EQUIPMENT AND SYSTEMS REPAIRS AND *MAINTENANCE (ALTERNATE #1)* AT
MARTINSBURG CORRECTIONAL CENTER, BERKLEY COUNTY, WV

The Martinsburg Correctional Center (MCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the equipment and systems repairs and *maintenance (alternate #1)* contract. The internal DOC reference number for this project is COR212534.

A mandatory pre-bid conference is scheduled for July 13, 2016 at 10:00 AM EST at the Martinsburg Correctional Center. For any vendors who will be using any subcontractors, it is highly recommended that subcontractors also attend the pre-bid. The contractor should obtain all their information from the pre-bid meeting. The DOC only has one (1) pre-bid meeting. Vendors interested in attending the pre-bid conference should call or email to register with the following individual but is not required to attend:

Name: Philip Farley

Phone: 304-549-1050

Email: Philip.K.Farley@wv.gov (Preferred Method)

Vendors quoting this project **SHALL** comply with the below Specifications:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS

1.01 DESCRIPTION, PURPOSE, AND SCOPE

- A. Martinsburg Correctional Center is located at 38 Grapevine Road, Martinsburg, WV 25401.
- B. The West Virginia Purchasing Division is soliciting bids on behalf of Martinsburg Correctional Center to establish the repairs contract on the facility's equipment and systems as specified below. The Vendor will be submitting a price alternate #1 to include maintenance on the equipment and systems. The contract is to provide repairs, replacement parts, and installation of new devices and equipment on the facility's equipment and systems. Alternate #1 is to provide inspections, testing, and maintenance on the equipment and systems.
- C. The facility has the following equipment and systems and the information is listed below:
 - 1) Ten (10) condensing units. Below is additional information on the units:
 - a) Manufacture: York
 - b) Six (6) units, model #: HIRA076S25A
 - c) Two (2) units, model #: HIRA090S25A

- d) Two (2) units, model #: HIRA060S25A
- 2) Fifteen (15) rooftop units. Below is additional information on the units:
 - a) Manufacture: York
 - b) Twelve (12) units, model #: DM036N04Y2DAA1
 - c) Three (3) units, model #: DM048N06Y2DAA1
- 3) Nineteen (19) heating and cooling units. Below is additional information on the units:
 - a) Manufacture: Reznor
 - i) Four (4) units, model #: RP200-8-S
 - ii) One (1) unit, model #: HRP225-8-S
 - iii) Two (2) units, model #: HRP200-8-S
 - iv) Two (2) units, model #: RP175-8-S
 - v) One (1) unit, model #: RP225-8-S
 - b) Manufacture: Aaon
 - i) One (1) unit, model #: RM-006-8-0-EA09-329
 - c) Manufacture: York
 - i) Three (3) units, model #: ZF102N15A2AAA5A
 - ii) One (1) unit, model #: D4NZ060N11025A
 - d) Manufacture: Carrier
 - i) One (1) unit, model #: 48HJE006---541---
 - e) Manufacture: Mitsubishi
 - i) Three (3) units, model #: PUZA18NHA2
- 4) Two (2) compressor units to the refrigerator and freezer units. Below is additional information on the unit:

- a) Manufacture: Cold Zone
 - b) One (1) unit, model #: ORE-H08M4P-2T/AA26-87B
 - c) One (1) unit, model #: ORE-H20L4P-2T/AE26-92B
- 5) Four (4) domestic hot water heater units. Below is additional information on the units:
 - a) Manufacture: Lochinvar
 - b) Four (4) units, model #: EWN 300 PM
- D. The equipment and systems for the condensing units, rooftop units, heating and cooling units, and compressor units are located on top of the roof areas of the facility. The domestic hot water heater units are located in various locations inside the building.
- E. The DOC is no liable for any miss typed information concerning the equipment and systems previously stated in the above information. It will be the contractors responsibility to verify the information at the pre-bid meeting.

1.02 DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section two (2) of the General Terms and Conditions of the RFQ.

- A. Inspection as herein stated, shall be defined as organized examinations or formal evaluation of the information stated above in 1.01 and their parts and components in accordance with all current state and federal laws, to include any annual, quarterly, or monthly inspections.
- B. Corrective Maintenance as stated herein shall mean corrective maintenance performed on an as required basis to correct a potential malfunction or failure in the equipment. No correction maintenance shall be performed without authorization by the Agency.
- C. Holidays shall mean days designated by WV Code § 2-2-1 as legal holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- D. Costs for Parts as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Vendor.

- E. "Pricing Page" as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Pages of the RFQ are attached hereto as Exhibit A.
- F. "RFQ" as stated herein, shall mean the official request for quotation published by the Purchasing Division and identified as COR61814.

1.03 QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- A. All technicians must be trained with five (5) years' experience in systems inspections, testing, maintenance, repairs, and replacement parts.
- B. Evidence of factory training and minimum experience requirement shall be submitted prior to award of contract.
- C. At all times, vendor shall ensure appropriately trained and qualified technicians perform corrective maintenance.
- D. Agency reserves the right to request information from the Vendor as to experience, qualifications, and corporate references insofar as it relates to services being requested under this contract.

1.04 MANDATORY REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

- A. For all maintenance, repairs, replacement parts, and installation of addition devices or equipment to the system, the vendor must use a device that is the same brand and part number or approved by the manufacture of the parts.
- B. Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.
- C. Agency's contact shall be the Associate Warden of Operations, Building and Grounds Manager, or designee. Vendor shall report and confer with the Associate Warden of Operations, Building and Grounds Manager, or designee prior to performing any work specified in this contract.
- D. Vendor shall compile and maintain a suitable log/diagram/chart for entering inspection, maintenance, and repair data. Said report shall remain on Agency's premises. Status reports shall be submitted to the Associate Warden of Operations, Building and Grounds Manager, or designee at the facility.
- E. Vendor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations, Building and Grounds Manager, or designee for approval.

- F.** After award, Vendor and Agency shall agree upon a performance schedule of contract services.
- G.** Vendor shall quote a single, flat rate, to do inspections and testing for the entire year performed under this contract. Vendor must provide an alternate #1 price to two (2) inspections and testing as an alternate #1 price.
- H.** The following information under this item will be for maintenance, replacing parts, and installation of new parts:
- 1) Vendor shall quote an hourly rate for regular labor hours. Regular labor rate hours shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
 - 2) Vendor shall quote an hourly rate for overtime labor hours. Overtime labor rate hours shall be between the hours of 5:01 p.m. and 7:59 a.m. for the days of Monday thru Friday, all day Saturday, and all day Sunday.
 - 3) Vendor shall quote an hourly rate for holiday labor hours. Holiday labor rate hours shall be between the hours of 12:00 a.m. and 11:59 p.m., Sunday thru Saturday, for nationally recognized holidays.
 - 4) Vendor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to Agency when any occurrence is declared an emergency by the Agency.
- I.** Vendor shall perform inspections and testing during regular business days and hours.
- J.** When possible, Vendor shall perform all corrective maintenance, replacing parts, and installation of new parts during regular business days and hours.
- K.** Vendor shall respond to corrective maintenance requirements by telephone or in person within two hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Vendor is notified by Agency. No exceptions to the twenty-four (24) hour requirement unless granted by Agency.
- L.** Anytime any of the equipment or systems will have to be taken off line, the contractor must coordinate with the facility staff to determine what certain timeframe the any of the boilers can be turned off.
- M.** The contractor must notify the Facility at least 48 hours in advance for approval before the any of the equipment or systems can be turned off. Vendor may only remove equipment from service for a period of 24 hours or more with written permission form Agency. This is to allow the Facility enough time to prepare for the outage.

- N. Vendor must, however, obtain advanced approval from the Agency prior to purchasing any part(s). If the agency feels that the price is above fair market value, then they have the option of purchasing the parts and having the Vendor do the installation. The Agency reserves the right to competitively bid any part or labor for any repair to said systems over \$2,500.00. All parts and labor charges exceeding \$25,000.00 must be competitively bid through the Purchasing Division.
- O. Vendor must provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.
- P. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor must provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.
- Q. All correspondence, either written or electronic, responses to the Agency's request must also be sent to the DOC Director of Engineering and Construction or designee, no exceptions.

1.05 EXTENT OF WORK

- A. Vendor shall provide all labor, material, tools, equipment, and supplies necessary to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new equipment and all the work previously stated in section 1.01, 1.02, 1.03, and 1.04 all inclusive of vendors quoted prices.

1.06 PERMITS

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license, which are necessary for the proper execution and completion of the work as specified.

1.07 TERMS OF WORK

- A. The open-ended contract is for a one (1) year period with the potential of three (3) one (1) year contract renewals. The Notice to Proceed will be the date specified on the encumbered contract from the WV Purchasing Division.

1.08 SECURITY

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

1.09 TOOLS

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

1.10 CODE REQUIREMENTS

- A. All work must comply with the most recent National Fire Protection (NFPA) and National Electric Code (NEC) codes and standards that have been adopted by the State Fire Marshall's Office and the State of West Virginia.
- B. All work must meet or exceed the federal, state, county, and city code requirements.

1.11 SUBMITTALS

- A. Required on all new or renovation projects or as requested by the Agency.

1.12 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility will not be responsible for short shipped items.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- C. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

1.13 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Building and Grounds Maintenance Supervisor or designee.

1.14 PERFORMANCE:

- A. Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already

included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

1.15 WORK SEQUENCE:

- A. Schedule and execute work to coordinate with the Facility.

1.16 CONTRACT MANAGER:

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

Contract Manager: Tim Sheeringer
Telephone Number: 304-346-0649
Fax Number: 304-780-0964
Email Address: tsheeringer@nastobtech.com

1.17 DAMAGES

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

1.18 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.19 SAFETY

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements

that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.20 WORKMANSHIP

- A. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

1.21 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

1.22 WARRANTY

- A. One (1) year on any part that is installed from the date of installation, including both parts and labor.
- B. One (1) year on new complete system from the date the system becomes fully-operational, including parts and labor.
- C. Minimum requirements of the Manufacturer's warranty on equipment and material.

1.23 VENDOR DEFAULT:

- A. The following shall be considered a vendor default under this Contract.
 - 1) Failure to perform Contract Services in accordance with the requirements contained herein.
 - 2) Failure to comply with other specifications and requirements contained herein.
 - 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 4) Failure to remedy deficient performance upon request.

1.24 PAYMENT:

- A. Agency shall pay a single, flat rate per facility to do inspections and testing for the entire year performed under this contract. Agency shall pay a single flat hourly

rate per timeframe for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

1.25 CONTRACT AWARD

- A. Pricing Page: Vendor must complete the Pricing Pages in Exhibit A by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at an overall cost. The requested information include, hourly labor rates for corrective maintenance, repairs, installation of replacement parts, and new installation; and a percentage markup on parts from the actual price the Vendor paid and the total labor cost; to all be added up to calculate the overall cost. Vendor will include, as alternate #1, annual cost for inspections and testing. Vendor must complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

The contract will be awarded to the lowest priced bidder on the "Contract Base Bid" on "Exhibit A" meeting specifications, if alternate #1 is not accepted. The "Contract Base Bid" is determined by adding "Subtotal A and Subtotal B." The contract will be awarded to the lowest priced bidder on the "Contract Base Bid and Alternate #1" on "Exhibit A" meeting specifications, if the alternate #1 is accepted. The "Contract Base Bid and Alternate #1" is determined by adding "Subtotal A, Subtotal B, and (Alternate #1) Subtotal C."

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied

Notwithstanding the foregoing, the Purchasing Division may correct errors, as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

B. Travel:

- 1) Vendor shall be responsible for all mileage and travel costs, including vehicle cost, travel time, etc. associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

- C. The basis of award will be issued to the lowest bidder on the total sum of the "Overall Cost of Exhibits A" meeting specifications. The "Overall Cost" is determined by adding "Subtotal A, Subtotal B, and Subtotal C."
- D. The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

END OF SPECIFICATIONS

CRFQ COR1600000037 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

EXHIBIT A

Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	100	90.00	9,000.00
Overtime Labor Rate	Hour	16	125.00	2,000.00
Holiday Labor Rate	Hour	8	90.00	720.00
Emergency Labor Rate	Hour	8	145.00	1,160.00

Subtotal A: 12,880.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$5,000.00	30 %	6,500.00

Subtotal B: 6,500.00

CONTRACT BASE BID (by adding subtotals A and B) 19,380.00

Inspections and Testing (Alternate #1)	Units	Number of Months	Unit Price Per Month	Annual Price For All Required Inspections and Testing
Equipment and Systems				
Equipment and Systems	Bi-Annual	2	5,940.00	11,880.00

Subtotal C (Alternate #1): 11,880.00

CONTRACT BASE BID AND ALTERNATE #1 (by adding subtotals A, B, and C (Alternate #1)): 31,260.00

Bidder/Vendor Information:

Name: Costa Technical Services, Inc.

Address: 540 Leon Sullivan Way, PO Box 627
Charleston, WV 25301

Phone No.: 304-346-0549

Fax No.: 304-720-0904

Email Address: tsneering@costatech.com

Authorized Signature: [Signature]

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.



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, TIM SNEERINGER, after being first duly sworn, depose and state as follows:

1. I am an employee of Costo Technical Services, Inc.; and,
(Company Name)
2. I do hereby attest that Costo Technical Services, Inc.
(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: TIM SNEERINGER

Signature: [Signature]

Title: SERVICE MANAGER

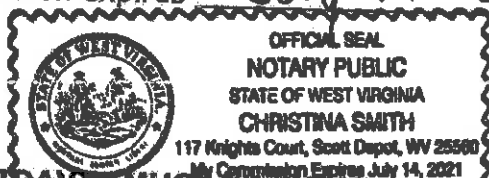
Company Name: Costo Technical Services, Inc

Date: 7/28/16

Taken, subscribed and sworn to before me this 28 day of July, 2016.

By Commission expires July 14 2021

(Seal)



[Signature]
(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

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: 10R000000037Contract Purpose: Equipment Systems Maintenance and RepairsAgency Requesting Work: Dept. of Administration

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: Casco Technical Services IncVendor Telephone: 304-346-0549Vendor Address: 5410 Leon Sullivan Way
PO Box 627
Charleston, WV 25301Vendor Fax: 304-720-0964Vendor E-Mail: tsneeringer@casco-tech.com



Casto Technical Services Certified Drug-Free Workplace Report

Required Content Included in this report:

§21-1D-7h. Contractor to provide certified drug-free workplace report.

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. The report shall include:

- (1) Information to show that the education and training service to the requirements of section five of this article was provided;**
 - a. Casto Technical contracts with Commercial Insurance to provide quarterly Safety Training throughout the year. A drug and alcohol free workplace is included in this training.**
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests pursuant to this article;**
 - a. LabCorp, Inc. (see page 2 of the CTS Alcohol and Drug Free Workplace Policy attached)**
- (3) The average number of employees in connection with the construction on the public improvement;**
 - a. 40**
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests:**
 - 1. Re-employment and new hires; 8 tested in 2015, 0 positive, 8 negative**
 - 2. Reasonable suspicion; 0, N/A**
 - 3. Post-accident; 0, N/A**
 - 4. Random; 9 in 2015, 0 positive, 9 negative**

A copy of the Casto Technical Services Alcohol and Drug Free Workplace Policy is attached to this report.

Amanda Davis Human Resources
Submitted By and Title

3-29-2016
Date

CASIO TECHNICAL SERVICES, INC.

W. VA. ALCOHOL & DRUG-FREE WORKPLACE ACT POLICY

Introduction:

Casio Technical Services ("CTS") is committed to maintaining a drug and alcohol free workplace. Drug and alcohol use, and/or the unlawful possession or use of controlled substances directly affects job performance, threatens the safety of co-workers, other workers, and the public, and is inconsistent with the behavior expected of a CTS employee. CTS believes that a working environment, free of drug and alcohol use, is healthier, safer, more productive, and is a condition desired by most employees and their families. Therefore, employees must adhere to the following:

- The unlawful use, possession, manufacture, distribution, sale or dispensation of drugs on company premises or while conducting company business off premises is strictly forbidden.
- The possession or use of alcohol on company premises or while conducting company business is strictly forbidden.
- Being under the influence of alcohol or an illegal substance on company premises, or while conducting company business, or while driving a company supplied vehicle is strictly forbidden.
- Employees whose physician has prescribed a drug or controlled substance that might adversely affect their ability to perform their work must provide a written statement from their doctor.
- Any use, possession, manufacturing, distribution, sale or dispensation of illegal drugs off premises and off company time that adversely affect the individual's work performance, his or her own or others' safety at work, or the company's reputation in the community is strictly forbidden.
- Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled is grounds for disciplinary action, up to and including termination.
- Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

Enforceability

CTS will conduct drug and alcohol testing of employees engaged in safety-sensitive duties or working in construction on state public improvements pursuant to the provisions of the W. Va. Alcohol & Drug-Free Workplace Act.

CTS will also conduct pre-employment testing of employees hired to engage in the same work.

Policy Coordinator

Any questions or comments concerning this policy should be directed to the employee's job superintendent or to the company's alcohol & drug-free workplace policy coordinator, Deanna Dine. The policy coordinator's address and telephone number is listed below:

Casio Technical Services, Inc.
340 Leon Sullivan Way
P. O. Box 627
Charleston, West Virginia 25322
(804) 346-0540

Types of Drug & Alcohol Testing

1. **PRE-EMPLOYMENT DRUG TESTING:** CTS shall conduct pre-employment drug testing of all new employees hired to perform safety-sensitive duties. If the newly hired employee does not pass the drug test, then the employee is not eligible for employment with the company.
2. **RANDOM DRUG TESTING:** CTS shall conduct random drug testing that annually tests at least ten percent (10%) of the company employees who perform safety-sensitive duties.
3. **POST ACCIDENT DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The drug or alcohol test shall be conducted as soon as possible after the accident occurs and after any necessary medical attention has been administered to the employee.

¹ Casio Technical Services incorporates by reference the provisions of the W. Va. Alcohol and Drug-Free Workplace Act (W. Va. Code Section 21-4B-4 et seq.) as if specifically addressed herein, including the definitions set forth in Section 21-4B-4.

4. **REASONABLE CAUSE DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee when there is reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol.

Medical Review Officer

1. CTS shall designate a qualified Medical Review Officer ("MRO") to review and interpret laboratory results.
2. The MRO will determine whether there is a legitimate medical explanation for a laboratory-confirmed positive, adulterated, or substituted result; and review and report a verified result in a timely and confidential manner.
3. The MRO shall review all drug tests yielding a positive result.
4. The MRO shall review collection and testing procedures to help ensure that appropriate procedures are being followed.

Testing Protocols

1. All drug tests performed shall be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor.
2. Urine specimens of individuals shall be collected in a scientifically or medically approved manner and under reasonable and sanitary conditions.
3. The collection and testing of urine specimens will be done with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens.
4. Documentation of urine specimens will be done through procedures that reasonably preclude the possibility of erroneous identification of test results, and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the Medical Review Officer.
5. The collection, maintenance, storage, and transportation of urine specimens will be done in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens.
6. The testing of a urine specimen of an individual to determine if the individual ingested, was injected, or otherwise introduced with a drug of abuse, will be done in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.
7. Alcohol testing will be done in a scientifically or medically approved manner, which will include an approved screening device (palm sump, breath tube) or an Evidential Breath Testing device (breathalyzer). All confirmation alcohol testing will be done with an Evidential Breath Testing device.

Designated Collection Site

1. **Drug Testing:** CTS shall designate appropriate sites to be used for the collection of urine samples. The collector shall be responsible for maintaining collection site security and integrity as followed in federally mandated drug and alcohol testing programs or otherwise accepted as the industry standard.
2. **Alcohol Testing:** CTS shall designate appropriate sites to be used for alcohol testing.

Employee Preparation for Testing

1. When an employee is notified of selection for testing, he or she must proceed immediately to the collection site.
2. Employees must have photo identification.
3. Employees may be accompanied to the collection or testing site.
4. Collectors and Breath Alcohol Technicians may come to the worksite to collect specimens, without advanced notice.

Laboratory

For testing urine samples, CTS will use LabCorp, as its primary testing laboratory. This laboratory is a DHHS-certified laboratory. CTS may at its discretion, designate another laboratory for urine testing.

The laboratory shall receive, analyze, and report laboratory confirmed results to the MRO.

Reasonable Cause Suspension from Job-Sensitive Duties

If CRS has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks until such time as a drug or alcohol test is performed and results of that test are available.

Drug Panel Data Source:

1. Initial Screening Test

Drug	Cutoff Level nanograms per milliliter (ng/ml)
Amphetamines	1,000
Cocaine	300
Barbiturates	300
Heroin/morphine	300
Cannabis (marijuana)	50
Cocaine Metabolites	300
Methadone	300
Opiate metabolites	300
Hydrocodone	
Hydromorphone	
Oxycodone	
Phencyclidine	25
Propoxyphene	300

2. Confirmation Test

Drug	Cutoff Level nanograms per milliliter (ng/ml)
Amphetamines	300
Cocaine	300
Barbiturates	300
Heroin/morphine	300
Cannabis (marijuana)	15
Cocaine Metabolites	150
Methadone	300
Opiate metabolites	300
Hydrocodone	
Hydromorphone	
Oxycodone	
Phencyclidine	25
Propoxyphene	300

3. Any employee testing positive for a drug of abuse shall be discharged.

Alcohol Screening:

1. If the initial alcohol screening test shows an alcohol concentration of less than 0.02, the testing procedure is completed.

2. If the alcohol concentration is 0.02 or greater, then there will be a separate confirmation test conducted using an Evidential Breath Testing device.

The breath alcohol technician will wait 15 minutes, but not more than 30 minutes, before conducting the confirmation test.

During this time, the employee is not allowed to eat, drink, smoke, belch, put anything in his or her mouth or leave the testing area.

3. 0.04 or greater:

* These cut-off levels are federally recognized standards.

A confirmed test result of 0.04 or greater shall result in disciplinary action up to and including discharge. If the employee is not discharged, any return to duty will be contingent on successful completion of the company's return to duty program, which may include evaluation by a substance abuse professional, successful completion of any education, counseling or treatment prescribed by the substance abuse professional prior to returning to work, and provide a negative test result for drugs and a breath test less than 0.02 of alcohol. If the employee is not discharged, he or she shall be subjected to random drug and alcohol testing at any time for one year after the positive test.

4. 0.08 or greater:

A confirmed test result of .08 or greater will result in immediate discharge.

Contesting Positive Results

1. Drug Testing

An employee may contest a positive drug test result by contacting the MRO within seventy-two (72) hours of notification of a positive result.

Challenge testing will be performed on the untasted second portion of the split sample. The employee may request that the MRO direct that a different certified laboratory perform the test.

There are no cut-off levels applicable to the split sample testing.

The employee must pay any costs or fees associated with the challenge test.

2. Alcohol Testing

An employee may contest a positive alcohol test by contacting the MRO within twenty-four (24) hours of notification of a positive result.

The MRO shall review the alcohol testing procedure and examine any alternate medical explanations for a positive test result and report any findings to the Policy Coordinator. Thereafter, CTS will review the matter and make a decision concerning the employee's status.

Refusals to Consent to Testing

1. Employee refusing to consent to drug or alcohol testing shall be discharged from employment.

2. A newly hired employee that refuses to consent to pre-employment drug testing shall no longer be eligible for employment with the company.

3. If an employee is caught adulterating a drug or alcohol test, the employee shall be discharged from employment.

4. If a newly hired employee is caught adulterating a pre-employment drug test, the employee shall no longer be eligible for employment with the company.

Employee Assistance

1. CTS shall provide to any employee testing positive for a drug of abuse or alcohol, a list of community resources where employees may seek assistance for themselves or their families.

2. CTS shall assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing a list of community resources where employees may seek assistance for themselves or their families.

3. See attached *List of Community Resources* where employees may seek assistance for themselves or their families.

Employee Training

1. Employee Training

CTS will provide within six (6) weeks of new employment, at least two (2) hours of drug-free workplace employee education for all employees unless the employee has already received such training at anytime within a prior two-year period.

The employee shall participate in drug-free workplace employee education at least biannually thereafter.

The employee education shall include, but may not be limited to the following:

- a) Explanation about the content of the company's alcohol and drug-free workplace policy.
- b) Employees shall have the opportunity to ask questions regarding the policy.
- c) Employees shall receive a hard copy of the written policy.
- d) Employees shall sign a document acknowledging receipt of the hard copy of the written policy.
- e) Employees shall receive a specific explanation of the basics of drugs and alcohol abuse, including, but not limited to the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace.
- f) Employees shall receive a list of community resources where employees may seek assistance for themselves or their families.

2. Supervisor Training

CIS will provide at least two (2) hours of drug-free workplace supervisor training for supervisory employees and annually thereafter. The training shall include the following:

- a) How to recognize a possible drug or alcohol problem;
- b) How to document behavior that demonstrates a drug or alcohol problem;
- c) How to confront employees with the problem from observed behavior;
- d) How to initiate reasonable suspicion and post-incident testing;
- e) How to handle the procedures associated with random testing;
- f) How to make an appropriate referral for assessment and assistance; and
- g) How to follow up with employees returning to work after a positive test.

Confidentiality and Recordkeeping:

1. All drug and alcohol testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.

2. No information about any individual test result shall be released without written authorization of the tested employee with the exception of the following: The W. Va. Alcohol and Drug-Free Workplace Act does provide for inspection of records by the public authority which let the contract and its officers and agents.

List of Community Resources

Henry R. Boney, MA
228 D. Street
South Charleston, WV 25303
(304) 720-8835

Dr. Ralph Smith
Charleston Psychiatric Group, Inc.
2008 Kanawha Boulevard East
Charleston, WV
(304) 344-8348

Peoplework Solutions
487 1st Avenue, South
Martinsburg, WV
(304) 722-8119

Psychological Consultation & Assessment
302 Giles Drive
Cross Lanes, WV

(304) 776-7236

Kanawha Pastoral Counseling Center, Inc.
16 Broad Street
Charleston, WV
(304) 346-8888 or 800-346-8888

Shewman Hill, Inc.
Various Locations
Charleston (304) 346-6800
Boone County (304) 388-1880
Clay County (304) 587-4285
Putnam County (304) 737-6500

New Hope Christian Counseling Center
5130 MacCordle Avenue SE
Charleston WV
(304) 526-8800

CASTO TECHNICAL SERVICES, INC.

Administration

I have received a copy of the Casto Technical Services' W. Va. Alcohol and Drug-Free Workplace Act Policy. I have reviewed this Policy, understand its requirements, and agree, without reservation, to follow this Policy. I further understand that this Policy is not a contract of employment and I am an "at-will" employee.

Signature

Date

Signature

Date

Casto Technical Services

I, _____, acknowledge that I have received a copy of Casto Technical's West Virginia Alcohol & Drug-Free Workplace Act Policy. If I have any questions concerning this Policy, I will contact Amanda Doss.

Employee Signature

Date

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

AUGUST 13, 2015

Expiration Date

AUGUST 13, 2016


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

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

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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
CRFQ 0608 COR1600000037 Martinsburg Correctional Facility Equipment and Systems Maintenance and Repairs
(COR212534)- According to Plans and 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 28th day of July, 2016.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)
By Chris Jones
(Must be President, Vice President, or
Duly Authorized Agent)
VP
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
By Kimberly J. Wilkinson
Attorney-in-Fact
Kimberly J. Wilkinson, WV Resident Agent

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

Kimberly J Wilkinson, 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 20th day of August, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of August, 2015, 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

February 12, 2021



S. Eich

S. Eich, 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 28th day of July, 2016.



WESTERN SURETY COMPANY

L. Nelson

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

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: _____

Date: _____

Title: Service Manager

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

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 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 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: Costo Technical Services, Inc.

Authorized Signature: [Signature]

Date: 7/28/16

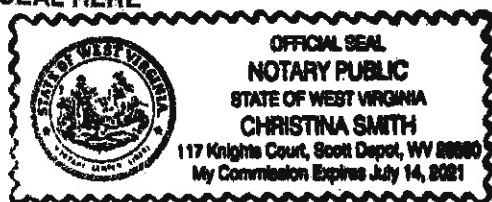
State of West Virginia

County of Marathon, to-wit:

Taken, subscribed, and sworn to before me this 28 day of July, 2016.

My Commission expires July 14, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)