



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 521975

Doc Description: Building 6 Packaged Boilers Replacement

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-30	2019-01-16 13:30:00	CRFQ 0211 GSD1900000007	1

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

Vendor Name, Address and Telephone Number:

Casto Technical Service

540 Linn Sullivan Way  
 Charleston, WV 25301  
 (304) 266-0340

RECEIVED

2019 JAN 16 PM 1:02

WV PURCHASING  
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X

FEIN #

550539186

DATE

Jan. 16, 2019

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

**Subcontractor List Submission (Construction Contracts Only)**

**Casto Technical Service**

340 Loran Sullivan Way  
Charleston, WV 25301  
304-746-0549

**Bidder's Name:** \_\_\_\_\_

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Trane (Controls)	WV026978

**Attach additional pages if necessary**

**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  
Building 6 Packaged Boilers Replacement - CRFQ 0211 GSD1900000007 - According to Plans & Specifications

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 16th day of January, 2019.

Principal Seal

Casto Technical Services, Inc.  
(Name of Principal)  
By: *Charles Sims*  
(Must be President, Vice President, or  
Duty Authorized Agent)  
VP  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)  
By: *Patricia A. Moye*  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

# Western Surety Company

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

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

**Kimberly J Wilkinson, 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 21st day of August, 2018.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of August, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of January 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV001241

**Classification:**

**ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING**

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

**Date Issued**

**Expiration Date**

**AUGUST 13, 2018**

**AUGUST 13, 2019**



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**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.

**REQUEST FOR QUOTATION**  
**Building 6 Packaged Boilers Replacement**

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**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

12.1. **Contract Manager:** 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.

Contract Manager: Paul LANCASTER

Telephone Number: 304-543-4838

Fax Number: 304-346-8920

Email Address: plancaster@castotech.com

REQUEST FOR QUOTATION  
Building 6 Packaged Boilers Replacement

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**EXHIBIT A – Pricing Page**

**Base Bid (Commodity Line 1 in wvOasis): All inclusive, lump-sum bid to replace Ten (10) gas-fired boilers in Building 6 with Eight (8) new boilers, including all associated work as specified herein:**

Lump Sum = \$ 421,872.00 (A)

**Deduct Alternate Bid #1: All inclusive deduct, from the Base Bid, for providing alternative venting materials (i.e., to double wall stainless steel) allowed for by the provided boiler manufacturer and meeting all specifications (see Addendum 2, Technical Question and Answer #2):**

Lump Sum Deduct = \$ 0

Casto Technical Service

540 Leon Sullivan Way  
Charleston, WV 25301

*Paul A. Jamieson*

Jan. 16, 2019

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD190000007**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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 sp **Casto Technical Service** ling.

540 East Sullivan Way  
Charleston, WV 25301  
304-746-0149

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

Jan. 16, 2019  
\_\_\_\_\_  
Date

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





**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, Paul A Lancaster, after being first duly sworn, depose and state as follows:

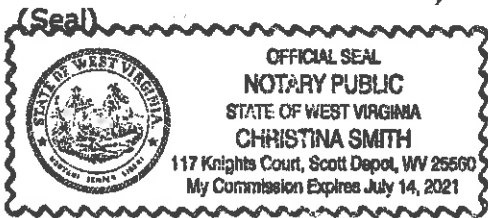
1. I am an employee of Casto Technical; and,  
(Company Name)
2. I do hereby attest that Casto Technical  
(Company Name)

maintains a 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: Paul A Lancaster  
 Signature: [Handwritten Signature]  
 Title: Manager  
 Company Name: Casto Technical  
 Date: Jan. 16, 2019

Taken, subscribed and sworn to before me this 16 day of January, 2019.  
 By Commission expires July 14 2021



[Handwritten Signature]  
 (Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined exception above.

Casto Technical Service

180 East Sullivan Way  
Charleston, WV 25301  
304-466-0550

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: [Signature] Date: Jan. 16, 2019

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of January, 2019.

My Commission expires July 14, 2021.

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

