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2020 JUN 16 AM 11:26

WV PURCHASING
DIVISION

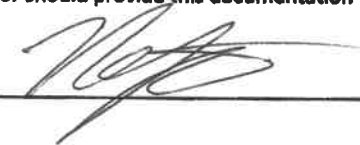
**EXHIBIT A
PRICING PAGE**

Item #	Description	Manufacturer	Model #	Quantity	Unit Cost	Extended Cost
1	Morgantown HVAC unit as described in section 3.1.1	Carrier	50LC001702MS	1	\$26,900. ⁰⁰	\$42,000. ⁰⁰
2	Morgantown HVAC unit as described in section 3.1.2	Carrier	48LCE 017 02MS	1	\$27,900. ⁰⁰	\$48,000. ⁰⁰
3	Morgantown HVAC unit as described in section 3.1.3	Carrier	48LCE 006 02MS	1	\$12,500. ⁰⁰	\$25,000. ⁰⁰
Total Site Cost (Morgantown Site)						\$115,000. ⁰⁰
4	Cooper's Rock HVAC unit as described in section 3.1.4	Carrier	50LCF 006 D2M6	1	\$12,500. ⁰⁰	\$34,000. ⁰⁰
Total Site Cost (Cooper's Rock Site)						\$34,000. ⁰⁰
5	Wheeling HVAC unit as described in section 3.1.5	Carrier	48LCE 005 12MS	1	\$18,000. ⁰⁰	\$18,000. ⁰⁰
Total Site Cost (Wheeling Site)						\$18,000. ⁰⁰

This contract may be awarded to multiple vendors based upon the lowest bidder per site as listed.

*Per section 5.2.3 Vendor must also provide documentation for the equipment quoted sufficient for the Agency to determine whether the quoted equipment meets specifications. Vendor should provide this documentation with their initial bid.

Authorized Signature:



Date:

6/16/20



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: 723627

Doc Description: ADDENDUM 2: HVAC UNITS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-10	2020-06-16 13:30:00	CRFQ 0439 EBA2000000026	3

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 Service
 540 Leon Sullivan Way
 Charleston, WV 25301
 304-346-0549 plancaster@castotech.com

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
dusty.j.smith@wv.gov

Signature X

FEIN #

55 053 9126

DATE

6/10/20

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

ADDITIONAL INFORMATION:

ADDENDUM 2 IS ISSUED FOR THE FOLLOWING REASONS:

1. TO GIVE RESPONSES TO QUESTIONS
6. MODIFY BID OPENING TO JUNE 16 2020 AT 1:30PM

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Morgantown 15-ton HVAC unit without heat	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101701			

Extended Description :

Morgantown 15-ton HVAC unit without heat

See Specifications 3.1.1

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Morgantown 15-ton HVAC unit with heat	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101701			

Extended Description :

Morgantown 15-ton HVAC unit with heat

See Specification 3.1.2

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cooper's Rock 15-ton HVAC unit without heat	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101701			

Extended Description :
Cooper's Rock 15-ton HVAC unit without heat
See Specification 3.1.3

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Wheeling 4-ton HVAC unit with heat	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101701			

Extended Description :
Wheeling 4-ton HVAC unit with heat
See Specification 3.1.4

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Morgantown 5-ton HVAC unit with heat	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101701			

Extended Description :

Morgantown 5-ton HVAC unit with heat

See Specification 3.1.5

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due at 3pm	2020-06-03

SOLICITATION NUMBER: EBA200000026
Addendum Number: 2

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:

ADDENDUM 2 IS ISSUED FOR THE FOLLOWING REASONS:

1. AGENCY RESPONSES TO VENDORS QUESTIONS
2. BID OPENING CHANGED FROM JUNE 16, 2020 AT 1:30PM

NO OTHER CHANGES

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.

Questions for CRFQ EBA2000000026, Round 2

General:

On page 5 of the bidders instruction it stated that there was a mandatory pre-bid and instruction for each were listed in specifications. We noticed that in the addendum #1, a company was asking if they could bid after the fact. Just checking this to see if it correct?

Answer: The pre-bid meetings were changed from Mandatory to Non-Mandatory in Addendum #1

Morgantown:

Question: Will there be permits and B & O tax required?

Answer: We are unfamiliar with the requirements for permits or B & O taxes. It will be the responsibility of the Vendor to determine this information.

Cooper's Rock:

Question: At the site visit it was discussed that the duck work would be changed to separate the two current systems so that they would stand alone. Should we include this work in our bid?

Answer: Yes, this work should be included. This question highlighted an error with our last specifications. The following changes shall be applied:

Original information:

3.1.4.1.5 Vendor must integrate new unit with existing 5-ton HVAC unit. This will include but not be limited to:

- 3.1.4.1.5.1 Cutting and splitting of duct work that connects both units together**
- 3.1.4.1.5.2 The unit to be replaced is one of two 5-ton HVAC units currently working together in an alternating on/off cycle. Vendor must maintain this functionality when replacing the unit.**
- 3.1.4.1.5.3 To make up for the CFM change, installation and/or changing of existing vent diffusers may need recalculated.**
- 3.1.4.1.5.4 A new thermostat will be needed for the new HVAC unit and the existing thermostat for the other 5-ton unit must be moved to another area of the building.**

Is changed to:

3.1.4.1.5 Vendor must separate new unit from existing 5-ton HVAC unit. This will include but not be limited to:

- 3.1.4.1.5.1 Cutting and splitting of duct work that connects both units together**
- 3.1.4.1.5.2 The unit to be replaced is one of two 5-ton HVAC units currently working together in an alternating on/off cycle. After installation of the new unit these units must operate independently.**
- 3.1.4.1.5.3 To make up for the CFM change, installation and/or changing of existing vent diffusers may need recalculated.**
- 3.1.4.1.5.4 A new thermostat will be needed for the new HVAC unit and the existing thermostat for the other 5-ton unit must be moved to another area of the building.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA2000000026

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 specifications by an official addendum is binding.

Casha Tech

Company

[Signature]
Authorized Signature

6/10/20

Date

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

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
HVAC UNITS - CRFQ 0439 EBA2000000026 - 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 10th day of June, 2020.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)
By Christina Smith
(Must be President, Vice President, or
Duly 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

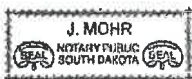
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of June, 2020.

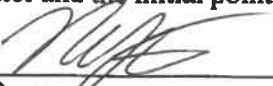


WESTERN SURETY COMPANY


L. Nelson

L. Nelson, Assistant Secretary

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.

 PM
(Name, Title)
Nate Lancaster PM
(Printed Name and Title)
540 Leon Sillm Way Charleston WV 25302
(Address)
(304) 610-7502
(Phone Number) / (Fax Number)
NLancaster@casto.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.

Casto Technical Services
(Company)
 PM
(Authorized Signature) (Representative Name, Title)
Nate Lancaster PM
(Printed Name and Title of Authorized Representative)
6/10/20
(Date)
(304) 346-0549
(Phone Number) (Fax Number)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Cash Tech

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.

Attach additional pages if necessary

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), 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 above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Casto Technical Service S

Authorized Signature: [Signature] Date: 6-4-20

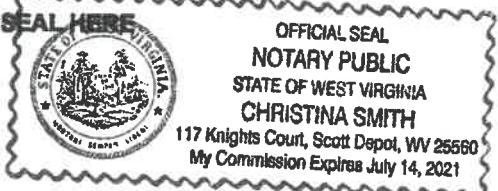
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4 day of June, 2020.

My Commission expires July 14 2021, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



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, Sheila J. Parkins, 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)

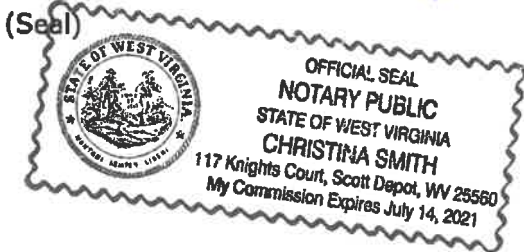
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Sheila J. Parkins
 Signature: Sheila J. Parkins
 Title: Contract Administrator
 Company Name: Casto Technical
 Date: 6-4-20

Taken, subscribed and sworn to before me this 4 day of June, 2020.

By Commission expires July 14 2021



Christina Smith
(Notary Public)

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: EBA 2000000026
Contract Purpose: HVAC Unit
Agency Requesting Work: Dept. of Admin.

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: Casto Technical Vendor Telephone: 304 346 0549
Vendor Address: 540 Leon Sullivan Way Vendor Fax: 304 346-8920
Charleston WV 25301 Vendor E-Mail: nlanaster@castotek.com

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, 2019

Expiration Date

AUGUST 13, 2020



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license and 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.