



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1120201	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0211
Vendor ID: 000000202408	SO Doc ID: GSD2300000019
Legal Name: CASTO TECHNICAL SERVICES INC	Published Date: 11/4/22
Alias/DBA:	Close Date: 11/9/22
Total Bid: \$571,340.17	Close Time: 13:30
Response Date: 11/09/2022	Status: Closed
Response Time: 12:10	Solicitation Description: Building 11 - Cooling Tower Rehab/Modernization
Responded By User ID: Casto015	Total of Header Attachments: 1
First Name: April	Total of All Attachments: 1
Last Name: Dunlap	
Email: adunlap@castotech.com	
Phone: 304-346-0549	



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1120201
Solicitation Description: Building 11 - Cooling Tower Rehab/Modernization
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-11-09 13:30	SR 0211 ESR11092200000002264	1

VENDOR
 000000202408
 CASTO TECHNICAL SERVICES INC

Solicitation Number: CRFQ 0211 GSD2300000019
Total Bid: 571340.1700000000419095158576 **Response Date:** 2022-11-09 **Response Time:** 12:10:11
Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building 11 - Cooling Tower Rehab/ Modernization	1.00000	JOB	571340.170000	571340.17

Comm Code	Manufacturer	Specification	Model #
73161517			

Commodity Line Comments:

Extended Description:

Building 11 - Cooling Tower Rehab/Modernization



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1120201
Doc Description: Building 11 - Cooling Tower Rehab/Modernization
Proc Type: Central Purchase Order
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-19	2022-11-09 13:30	CRFQ 0211 GSD2300000019	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Casto Technical Services, Inc.
Address : 540 Leon Sullivan Way
Street :
City : Charleston
State : WV **Country :** **Zip :** 25301
Principal Contact : April Dunlap
Vendor Contact Phone: 304-346-0549 **Extension:** 1253

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *April Dunlap* **FEIN#** 550539186 **DATE** 11/9/2022

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

ADDITIONAL INFORMATION

Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("GSD," "Owner," or "Agency") to establish a contract for qualified contractors to perform Cooling Tower rehabilitation/ construction services located at the Central Plant aka Bldg 11, 218 California Avenue, Charleston, West Virginia 25311, per the bid requirements, specifications, and Terms and Conditions as attached hereto.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE
CHARLESTON
US

WV

DEPARTMENT OF
ADMINISTRATION
GENERAL SERVICES
DIVISION BLDG 11 - CHILLER
PLANT

218 CALIFORNIA AVE
CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 11 - Cooling Tower Rehab/ Modernization	1.00000	JOB	1	\$571,340.17

Comm Code	Manufacturer	Specification	Model #
73161517			

Extended Description:

Building 11 - Cooling Tower Rehab/Modernization

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting @ 11:00 AM	2022-10-27
2	Question Deadline 12:00 PM	2022-11-02

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 **MANDATORY PRE-BID** meeting will be held at the following place and time:

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. **Pollution Insurance** in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: 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.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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.

Revised 09/12/2022

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- a. BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.
- c. 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.
- d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the

same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

3.1. 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.

4. 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.

5. 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. 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.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

April Dunlap

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Building 11 Cooling Tower Rehab and Modernization
CRFQ GSD230000019

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division (“GSD,” “Owner,” or “Agency”) to establish a contract for the following:

The General services division is seeking Qualified contractors to perform Cooling Tower rehabilitation/construction services located at the Central Plant aka Bldg 11, 218 California Avenue, Charleston, West Virginia 25311.

To Provide, install and complete all work required to provide rehabilitation service to the 3 cell Marley cooling tower circa 1999 Sigma series 120 steel double row towers.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means rehabilitation and modernization of cooling tower as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

REQUEST FOR QUOTATION
Building 11 Cooling Tower Rehab and Modernization
CRFQ GSD230000019

2.4 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.5 BMS” means Building Management System.

2.6 “HWB” means Hot Water Basin.

2.7 “OEM” means original equipment manufacturer.

2.8 “FRP” means Fiber-Reinforced Plastics.

2.9 “PVC” means Polyvinyl Chloride.

3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

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6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

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10.3. Standard Work Hours: The standard hours of work for this Contract will be 7:00am to 4:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Remove all debris, sweep and dust any affected areas where debris is present.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5. Payment

10.5.1. Agency shall pay flat fee as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2. Liquidated Damages: Vendor shall pay liquidated damages in the amount of \$500.00 per calendar day for every calendar day beyond the completion date established by the Notice to Proceed in which they fail to achieve Final Completion of the Construction Services.

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10.5.3. Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.3.1. Invoice must include, at a minimum, invoice date, FEIN number and complete address of vendor and Contract number.

10.5.3.2. Invoices shall be mailed to the following address:

General Services Division, Business Unit
Building 18
103 Michigan Avenue
Charleston, WV 25311
or, emailed to GSDInvoices @wv.gov.

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.

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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: Craig Wilson

Telephone Number: 304-550-0058

Fax Number: 304-346-8920

Email Address: cwilson@castotech.com

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EXHIBIT A – Pricing Page

Name of Bidder: Casto Technical Services, Inc.

The Bidder, being familiar with and understanding the Bidding Documents, having examined the site, and being familiar with the local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid (wvOASIS Commodity Line 1): All inclusive, lump sum bid to provide Building 11 Cooling Tower Rehab and Modernization, and all associate work in removal of existing, installation of new equipment, and making operational.

\$ 571,340.17

REQUEST FOR QUOTATION
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EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

1.1. Mandatory Construction Services Requirements: Construction Services must meet or exceed the mandatory requirements listed below. All work to be performed per the specifications included in the attached Exhibits.

1.1.1. Remove 100% of the fill in (3) cells of Towers 3 thru 5 and place in Contractor supplied dumpsters for removal-Contractor responsible for debris removal. State retains salvage of metal/motors/etc. for recycling upon removal will be turned over to the West Virginia General Services Division.

1.1.2. With fill removed mechanically prepare the leaking end walls to a SSPC-SP-10 or NACE No. 2 Near White Blast surface finish to achieve a minimum 3mil. surface profile and coat with CIM Industries 1061 (or equal) two component elastomeric urethane coating to a thickness of 60 wet mils.

1.1.3. Supply and install new Brentwood Industries or equal bottom supported heavy duty XF75 15mil fill packs. To include:

1.1.3.1. XF 75 15mil. thickness after forming packs with integrated louvers and integrated drift eliminators.

1.1.3.2. Fill material installed at 64” of air travel to match the existing air travel.

1.1.3.2.1. New FRP corrosion resistant fill supports. FRP material to be supplied from a US based supplier.

1.1.3.3. New FRP/PVC/Neoprene corrosion resistant air and water seals.

1.1.4. Remove and replace mechanical components in (3) cells, to include:

1.1.4.1. (3) New Marley (or equal) fans selected Marley HP7i composite/fiberglass airfoil blade to meet or exceed the original OEM, includes all new hub housing.

1.1.4.2. (3) New two speed motors 75/18.75hp. 1800/900 RPM, 460V, 405T.

1.1.4.3. (3) New OEM Marley or equal 27001 gear reducers.

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- 1.1.4.4. New OEM Marley (or equal) rubber bonded drive bushings in (3) cells.
- 1.1.4.5. The existing drive shafts and yokes will be replaced with NEW.
- 1.1.5.** Re-seal the HWBs, distribution boxes and distribution troughs in (3) cells, to include:
 - 1.1.5.1. Disassembly of the distribution boxes and distribution troughs, remove old sealant, clean, apply new sealant and reassemble.
- 1.1.6.** Remove and replace 100% of the distribution nozzles in (3) cells, to include:
 - 1.1.6.1. OEM Marley nozzles with OEM Variflow or equal Nozzles Cups installed at the louver face nozzle locations.
- 1.1.7.** Remove the existing galvanized HWB covers in (3) cells and replace with FRP covers, to include:
 - 1.1.7.1. FRP HWB covers with 304ss hinges, 304ss handles and 304ss hardware.
 - 1.1.7.2. FRP material to be supplied from a US based supplier.
- 1.1.8.** Perform a complete cooling tower cleaning in accordance with OSHA Technical Manual Section III Chapter 7, to include:
 - 1.1.8.1. Power wash external tower casing, air inlets and fan deck.
 - 1.1.8.2. Power wash internal tower plenum, mechanicals, and associated components.
 - 1.1.8.3. Clean debris from cold water basins, hot water basins and power wash each.
 - 1.1.8.4. Contractor to provide crane and operator.
 - 1.1.8.5. Contractor to provide electrical disconnect/reconnect.
 - 1.1.8.6. Contractor to provide all necessary scaffolding and/or lifts.
 - 1.1.8.7. All pultruded FRP to be supplied in accordance with CTI STD-137 and from a US based supplier.
 - 1.1.8.8. All hardware to be 304 stainless steel in accordance with CTI ESG-144.

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- 1.1.8.9. Tower inner/outer access doors to be repaired to replace latch mechanisms, seals, hardware to insure a tight seal from air flow.
- 1.1.8.10. All (3) cells shall be available simultaneously, A work schedule shall be submitted 7days in advance and approved by owner before work commences on the Towers which would remove them from owner's service. Out of service time shall be minimal due to lost cost saving opportunity by the owner from Heat Exchanger System.
- 1.1.8.11. Replace with NEW, tower water fill valves.
- 1.1.8.12. Warranty one (1) year labor and material.
- 1.1.9.** Perform water Balance services by an accredited Technician. Profile condenser water pumps Tower cells 3-thru 5, the 2 HE (heat exchangers) associated with the 770 plant, due to crossover as well as the condenser water on Chiller Unit 1&2 as well as 3 thru 5. Provide written report upon completion of balance. (See Exhibit E)
- 1.1.10.** Coordinate with BMS provider TRANE /Tracer-Ensemble for any data points that may be impacted due to equipment change out and the addition of data points or transition to new components for complete data interface.
- 2. SCHEDULE:** 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.
 - 2.1.** 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.
 - 2.2.** The Vendor shall provide the Agency Project Manager with an overall project schedule within **seventy-two (72) hours** of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to schedule provided and coordinate through the Agency Project Manager.

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2.3. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.

3. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

4. PROJECT SPECIFIC CONDITIONS OF THE WORK

4.1. Limits of Work

Work areas will be limited to those spaces required for access to the jobsite. The Vendor shall be required to leave the work area clean upon completion of work daily. Vendor shall make arrangements for the collection and disposal of Vendors waste and construction related debris. Debris shall be removed on a daily basis.

4.2. Work Restrictions

Access to the building shall be coordinated with the Owner. Vendor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

4.3. Parking

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4. Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

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4.5. Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Vendor to provide barricades around open excavations to protect the general public.

4.6. Workmanship

Vendor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Vendor shall verify all dimensions.

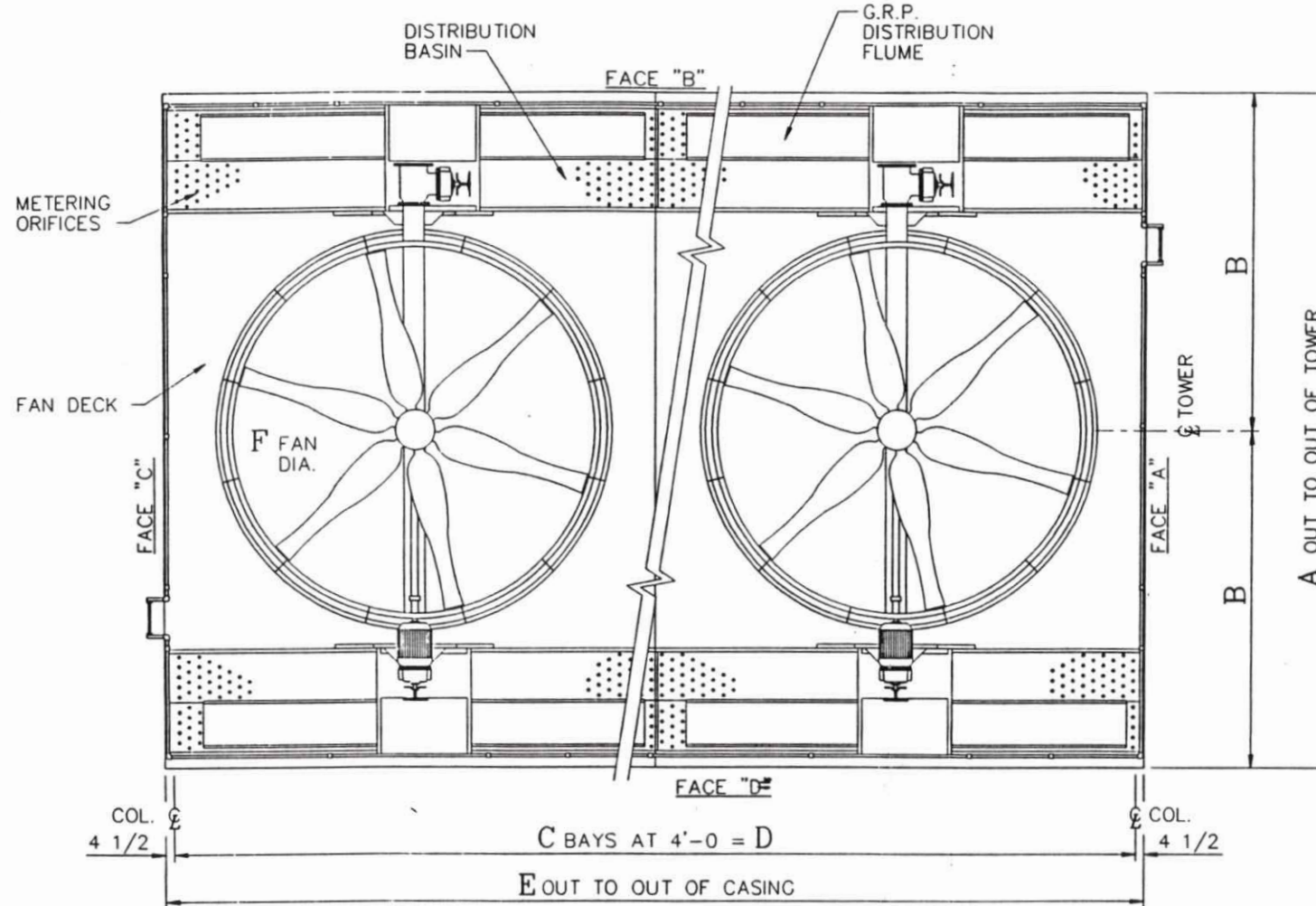
4.7. General Services Division Jobsite Safety Handbook

Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit D).

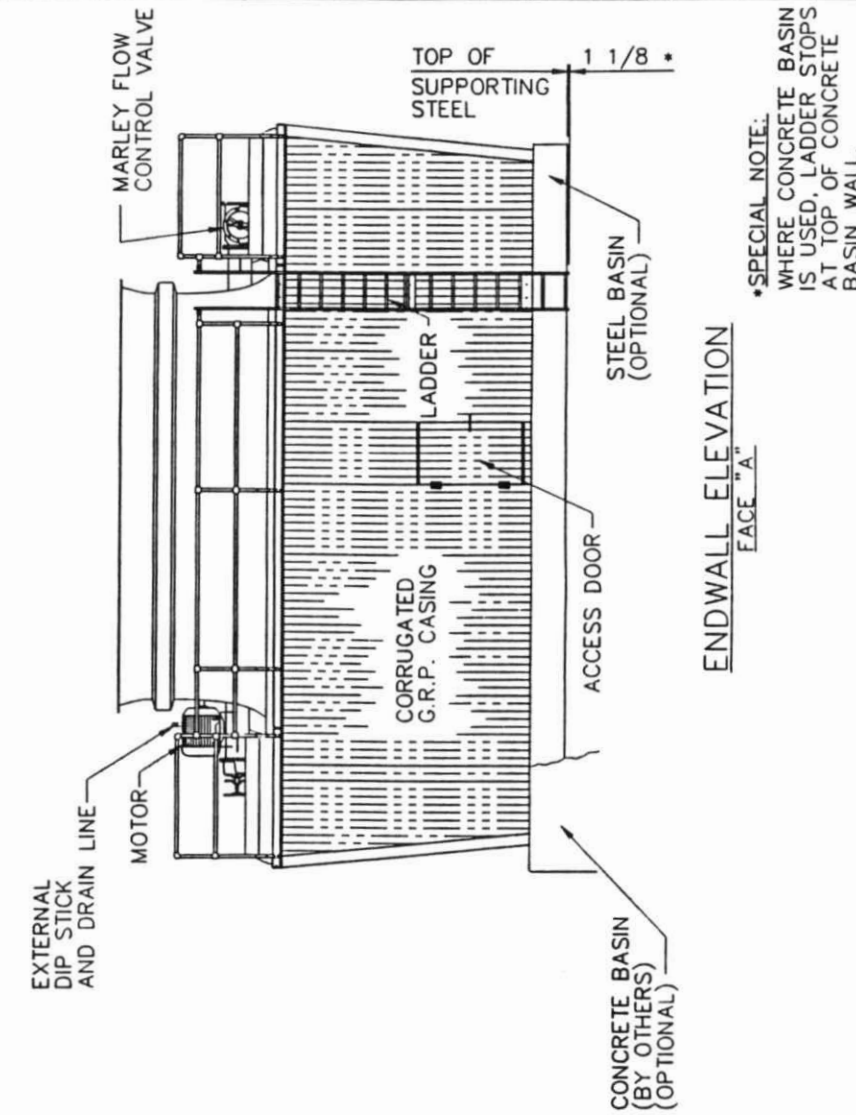
4.8. Warranty

A minimum one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. Vendor will be required to provide the Agency with all warranty documentation prior to Final Acceptance.

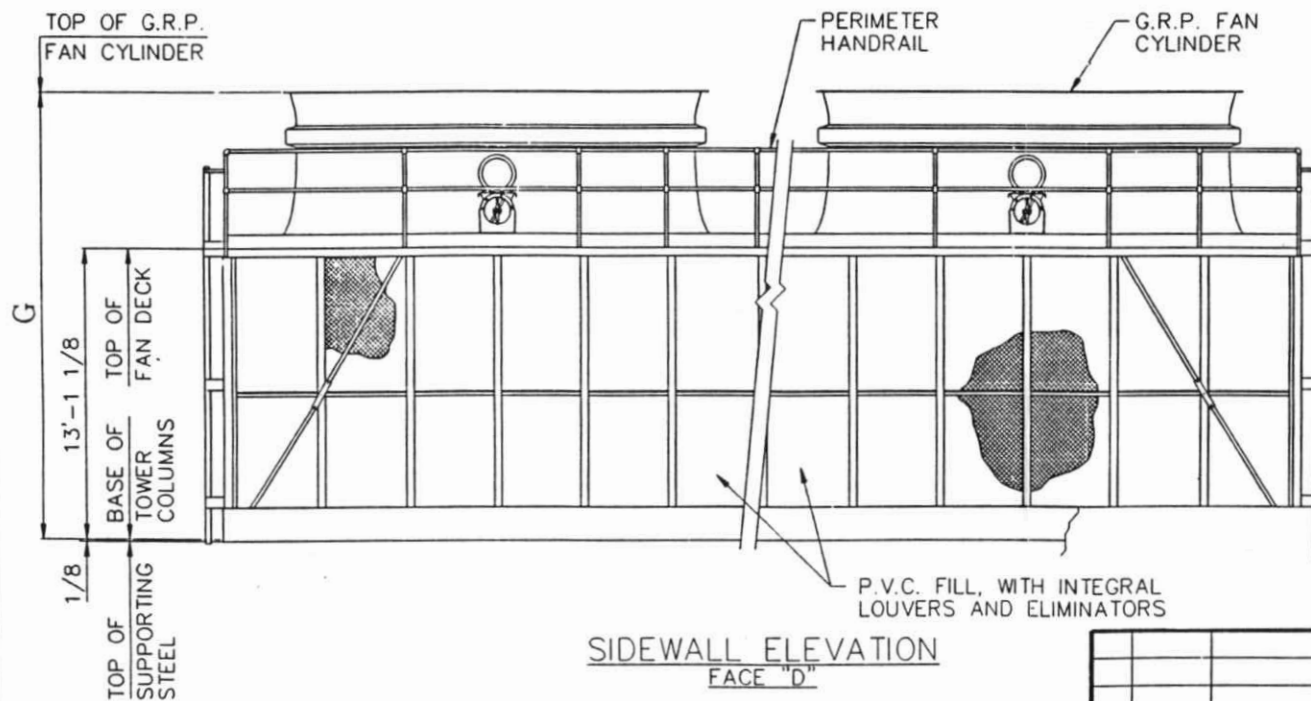
Exhibit C



PLAN VIEW



*SPECIAL NOTE:
WHERE CONCRETE BASIN IS USED, LADDER STOPS AT TOP OF CONCRETE BASIN WALL.



SIDEWALL ELEVATION
FACE "D"

NOTE:
TOWER INSTALLATIONS WITH AN ELEVATION OF 20'-0 OR MORE FROM TOP OF FAN DECK TO GRADE OR ROOF LEVEL REQUIRE A SAFETY CAGE ON TOWER LADDER TO BE IN COMPLIANCE WITH O.S.H.A. STANDARDS. A SAFETY CAGE CAN BE PROVIDED AT EXTRA COST.

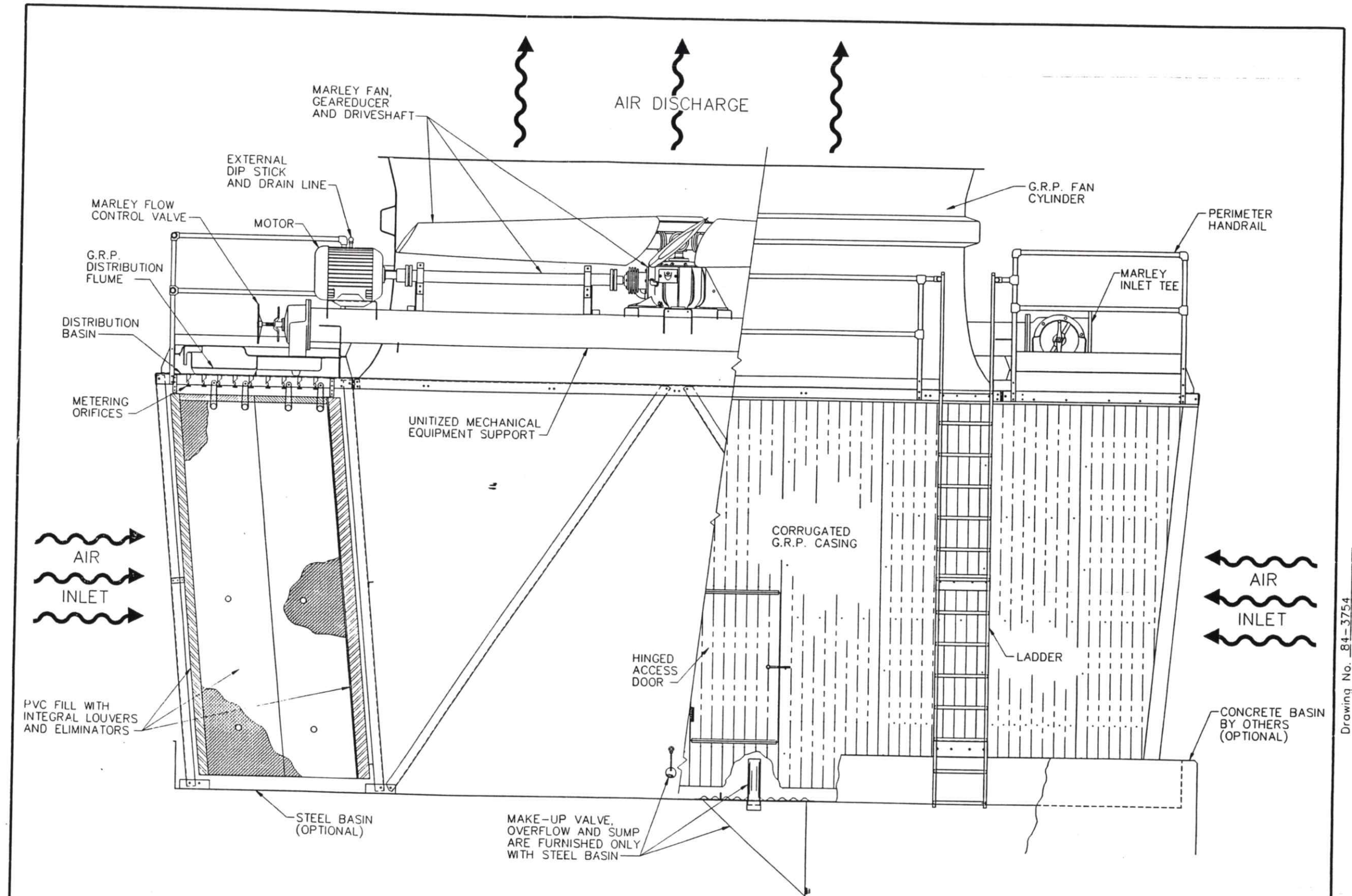
ALL TOWER INSTALLATIONS REQUIRE A MINIMUM OF 4'-0 FROM CENTERLINE OF TOWER ENDWALL COLUMN TO ANY VERTICAL OBSTRUCTION AT TOWER LADDER LOCATION.

MODEL	TOWER DIMENSIONS						
	A	B	C	D	E	F	G
121-112	25'-4	12'-8	6	24'-0	24'-9	120	19'-1 1/8
122-112	27'-4	13'-8	8	32'-0	32'-9	144	19'-1 1/8
123-112	29'-4	14'-8	8	32'-0	32'-9	168	20'-1 1/8
124-112	29'-4	14'-8	10	40'-0	40'-9	168	20'-1 1/8
125-112	33'-4	16'-8	10	40'-0	40'-9	216	20'-1 1/8
126-112	33'-4	16'-8	12	48'-0	48'-9	216	20'-1 1/8
127-112	33'-4	16'-8	14	56'-0	56'-9	216	20'-1 1/8
121-113	25'-4	12'-8	9	36'-0	36'-9	120	19'-1 1/8
122-113	27'-4	13'-8	12	48'-0	48'-9	144	19'-1 1/8
123-113	29'-4	14'-8	12	48'-0	48'-9	168	20'-1 1/8
124-113	29'-4	14'-8	15	60'-0	60'-9	168	20'-1 1/8
125-113	33'-4	16'-8	15	60'-0	60'-9	216	20'-1 1/8
126-113	33'-4	16'-8	18	72'-0	72'-9	216	20'-1 1/8
127-113	33'-4	16'-8	21	84'-0	84'-9	216	20'-1 1/8

127-113 33'4 16'8

SCHEMATIC VIEWS
MODELS 121-112 THRU 127-113
SIGMA SERIES 120 STEEL DOUBLE-FLOW

C	09-18-89	E.C.O. #89-2727	MWC	JRH	PLOT	DATE	DRAWN	CHECKED	APPROVED	THE MARLEY COOLING TOWER CO. MISSION, KANSAS 66202
B	10-3-88	E.C.O. #88-2516	JRR	SRJ	3/16"=1'	6-22-84	WIGGINS	KBL	WJW	
A	9-17-85	ERR 85-1516	MW	SRJ	ORDER NUMBER	DRAWING NUMBER	REV	CAD	C	
							84-3756			

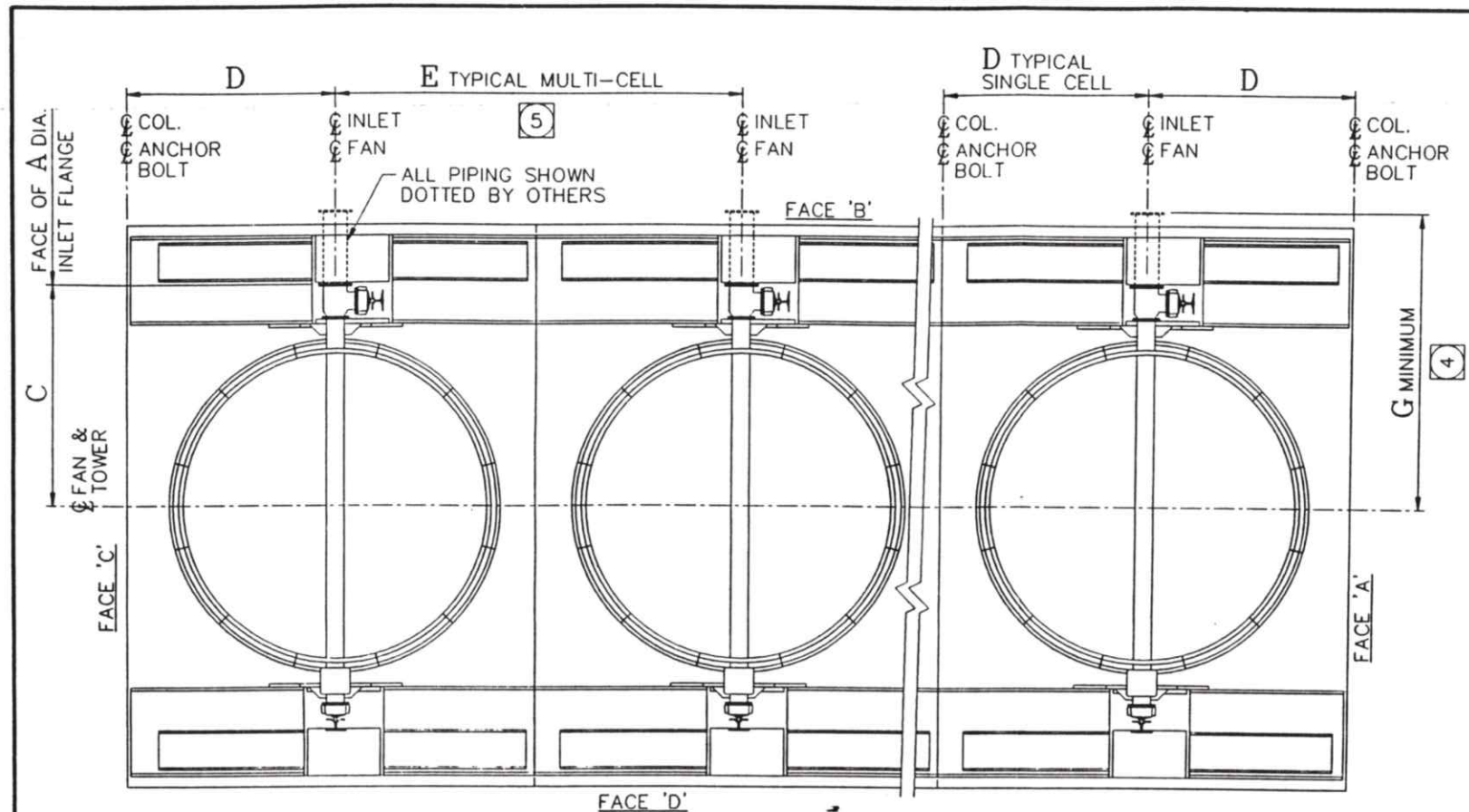


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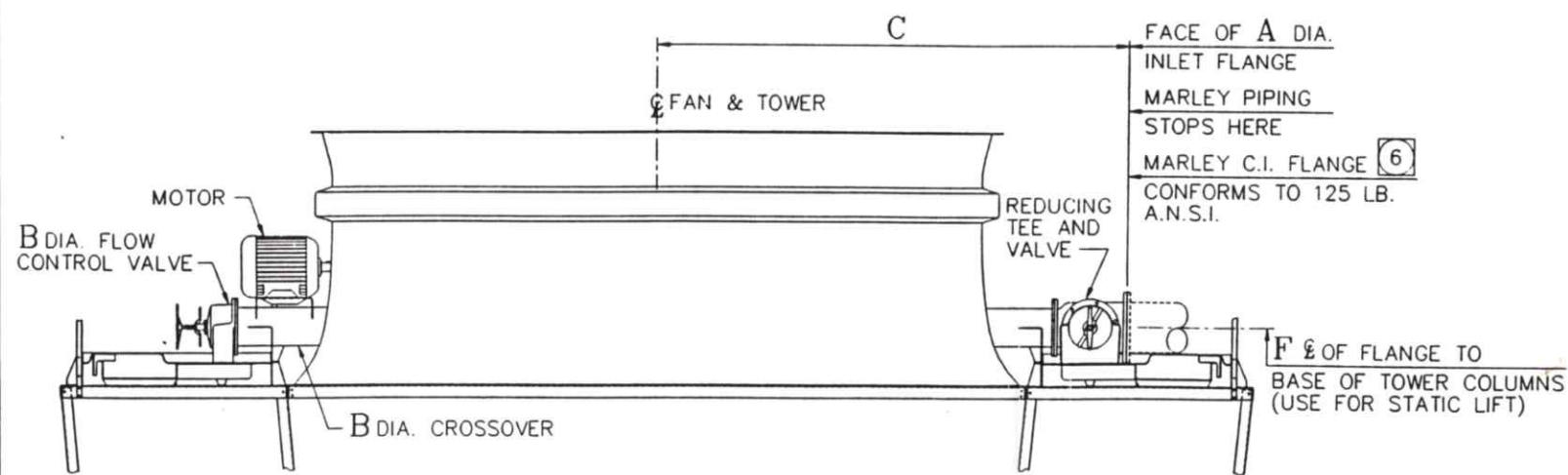
(F)

REVISIONS				DRAWING INFORMATION				DRAWING NUMBER		REV		THE MARLEY COOLING TOWER CO.	
LTR	DATE	REVISION	BY	CHKD	ORDER NUMBER	DRAWING NUMBER	REV	84-3754	D	MISSION, KANSAS 66202			
D	09-18-89	E.C.O. #89-2727	MWC	JH						TYPICAL CROSS SECTION SIGMA SERIES 120 STEEL DOUBLE-FLOW			
C	10-03-88	E.C.O. #88-2516	JRR	SRJ									
B	09-27-85	ERR 85-1516	MW	SRJ	1/2"=1'	06-22-84	WIGGINS	SAK	APPROVED	WJW	CAD		
A	03-13-85	ERR 85-487	MW	MMB									

Drawing No. 84-3754



PIPING ARRANGEMENT PLAN II
(INLET OVER LOUVERED WALL)



CROSS SECTION OF DISTRIBUTION SYSTEM

TOWER MODEL	GPM/CELL	A	B	C	D	E	F	G
121	500 - 3800	10	8	8'-10 1/2	6'-0	12'-0	14'-6 3/4	13'-1 1/4
	3801 - 4500	12	10	9'-0 1/2	6'-0	12'-0	14'-7 3/4	13'-1 1/4
122	650 - 6000	14	10	10'-0 1/2	8'-0	16'-0	14'-7 3/4	14'-1 1/4
123	650 - 6000	14	10	11'-0 1/2	8'-0	16'-0	14'-7 3/4	15'-1 1/4
124	1000 - 6000	14	10	11'-0 1/2	10'-0	20'-0	14'-7 3/4	15'-1 1/4
	6001 - 7500	16	12	11'-1 1/2	10'-0	20'-0	14'-8 3/4	15'-1 1/4
125	1000 - 7500	16	12	13'-1 1/2	10'-0	20'-0	14'-8 3/4	17'-1 1/4
126	1000 - 9000	16	12	13'-1 1/2	12'-0	24'-0	14'-8 3/4	17'-1 1/4
127	1500 - 10500	18	14	13'-5 3/8	14'-0	28'-0	14'-9 3/4	17'-1 1/4

GENERAL NOTES

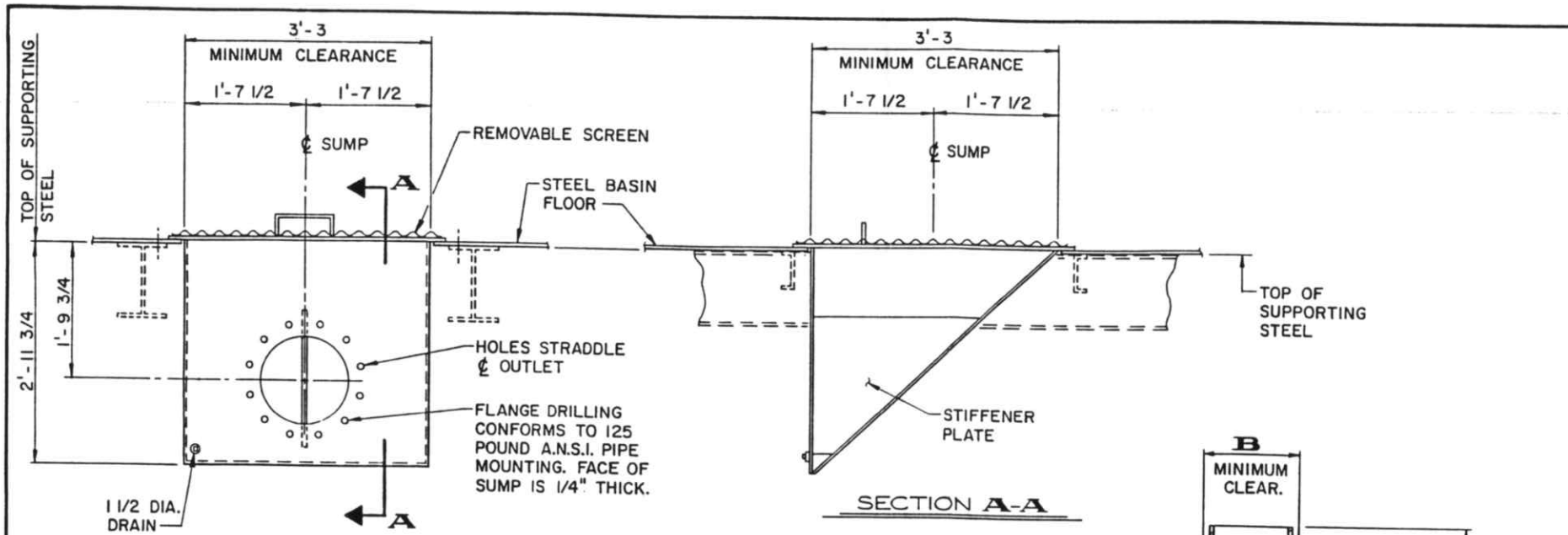
- PUMPING HEAD**
PUMPING HEAD WILL VARY ACCORDING TO TOWER G.P.M. PUMPING HEAD REQUIRED FOR MARLEY PIPEWORK ONLY WILL BE FURNISHED AT TIME OF PROPOSAL. FOR STATIC LIFT, SEE DIM. F' IN TABLE.
- INLET LOCATION**
INLET MUST BE LOCATED OPPOSITE MOTOR.
- BYPASS SYSTEM**
SHOULD PURCHASER'S APPLICATION REQUIRE A BYPASS SYSTEM, RECOMMENDED LOCATION IS THROUGH TOWER ENDWALL INTO PLENUM AREA. REVIEW OF THE SYSTEM BY MARLEY ENGINEERING IS REQUIRED.
- PIPE SUPPORTS AND RISER**
MARLEY PIPE SUPPORTS ARE PROVIDED FOR ALL PIPEWORK CONTAINED WITHIN THE PLAN VIEW LIMITS OF THE TOWER. DO NOT SUPPORT RISER DEAD LOAD OR OPERATING LOAD FROM, OR BRACE EITHER THE SEISMIC OR THRUST FORCES ACTING ON THE RISER AGAINST, THE TOWER STRUCTURE.
- PIPING DIMENSIONS**
NOMINAL ACCUMULATION OF DIMENSIONAL TOLERANCES FOR PREFABRICATED TOWER COMPONENTS MAY RESULT IN VARIANCE FROM THIS DIMENSION. FIELD VERIFICATION OF DIMENSION IS RECOMMENDED.
- CAUTION:** MARLEY FLUME COVER DESIGN WILL ALLOW CLEARANCE OF CONNECTING FLANGE & PIPE ONLY. IF BUTTERFLY VALVES OR EXPANSION TYPE JOINTS ARE REQUIRED, (BY OTHERS), THEY MUST BE LOCATED OUTSIDE THE LIMITS OF THE COOLING TOWER.

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LTR		DATE	REVISION	BY	CHKD	ORDER NUMBER	DRAWING NUMBER	REV
D	9-18-89	PER E.C.O. 89-2727	MWC	ZH	Z			
C	6-7-88	PER ECO 88-1587	KRL	RHR		5/16"=1'	07-28-83	
B	2-16-87	ERR 87-301	DT	RHR				
A	3-25-85	ERR 85-548	KL	JBN				

EXTERNAL PIPING ARRANGEMENT PLAN II PIPING SIGMA SERIES 120 STEEL DOUBLE-FLOW								
PLT	DATE	DRAWN	CHECKED	APPROVED	CAD			THE MARLEY COOLING TOWER CO.
		S.KING	FMJ	WJW				MISSION, KANSAS 66202
83-3550				D				

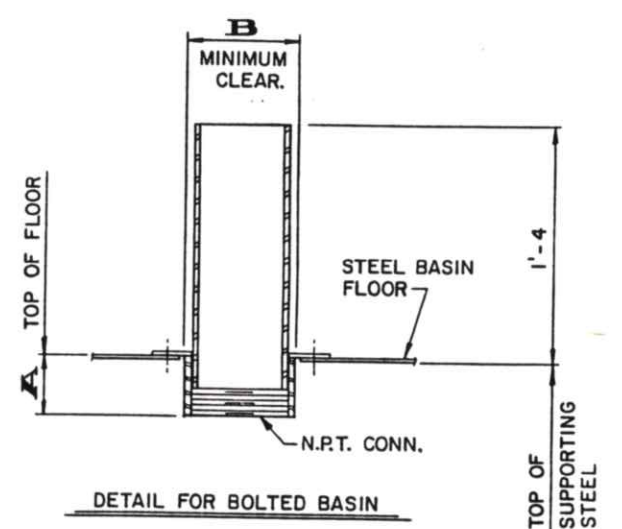
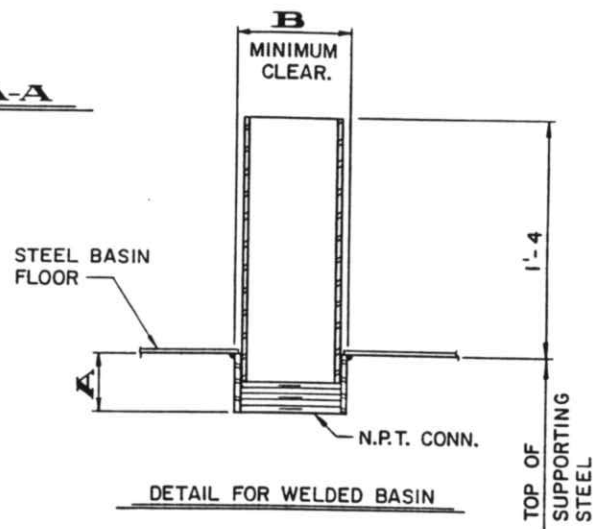
Drawing No. 83-3550



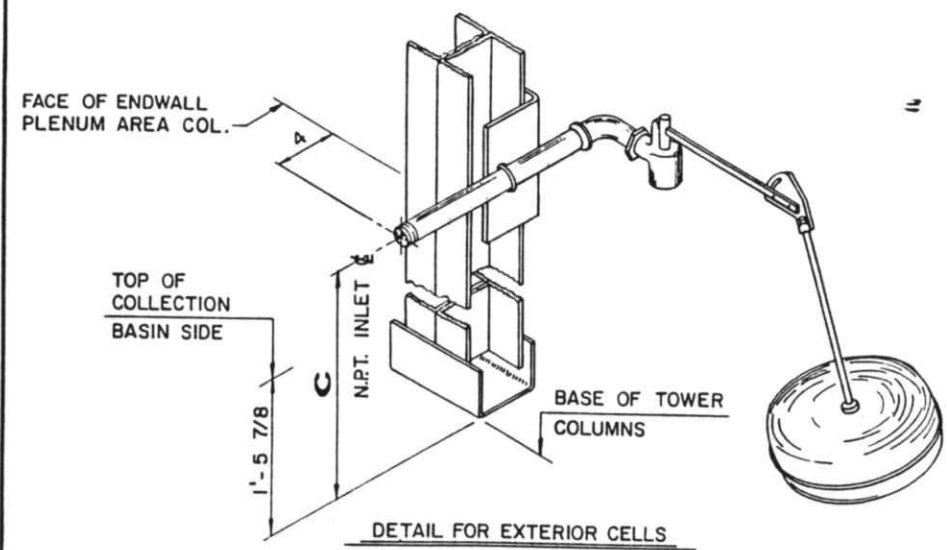
ELEVATION
DETAIL OF SUMP

TOWER G.R.M.	SUMP*		OVERFLOW†		A	B
	NO.	SIZE	NO.	SIZE		
500 TO 850	1	6	1	3	3 1/4	4 1/8
851 TO 1500	1	8	1	4	3 1/2	5 1/8
1501 TO 2400	1	10	1	4	3 1/2	5 1/8
2401 TO 3300	1	12	1	6	4	7 1/2
3301 TO 4000	1	14	1	6	4	7 1/2
4001 TO 5400	1	16	1	6	4	7 1/2

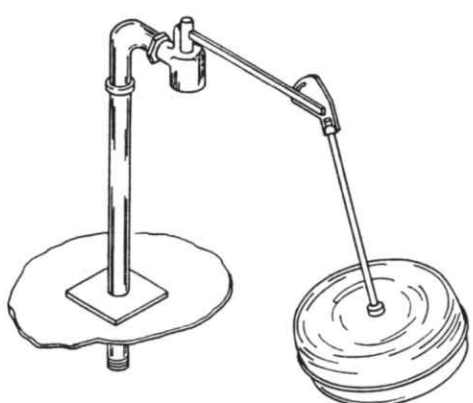
* OVER 5400 G.P.M. USE MORE THAN ONE SQUARE SUMP OR USE A RECTANGULAR SUMP. CONSULT MARLEY ENGINEERING.
 † OVER 5400 G.P.M. USE MORE THAN ONE OVERFLOW.
 IF DRY BASIN OPERATION USING GRAVITY FLOW FROM BASIN IS A REQUIREMENT, CONSULT MARLEY ENGINEERING.



DETAIL FOR WELDED BASIN
DETAILS OF OVERFLOW
DETAIL FOR BOLTED BASIN



DETAIL FOR EXTERIOR CELLS



DETAIL FOR INTERIOR CELLS
WHEN INDIVIDUAL CELL OPERATION IS SPECIFIED
DETAILS OF FLOAT VALVE

FLOAT VALVE (SEE NOTE 4)		
TOWER G.P.M. 1° TO 15° RANGE	PIPE SIZE	C
40 TO 180	3/8	1'-8 1/4
181 TO 350	1/2	1'-8 1/2
351 TO 700	3/4	1'-9 1/4
701 TO 1300	1	1'-11
1301 TO 1800	1 1/4	1'-11
1801 TO 3400	1 1/2	2'-2 1/2
3401 TO 4500	2	2'-2 1/2
4501 TO 11000	2 1/2	2'-2 1/2

FOR 16° TO 50° RANGE INCREASE INLET PIPE ONE SIZE AND USE CORRESPONDING VALVE.

GENERAL NOTES

1. SUMP, OVERFLOW AND FLOAT VALVE FURNISHED WITH STEEL BASIN.
2. ALL PIPING CONFORMS TO 125 POUND A.N.S.I. SPECIFICATIONS.
3. FULL FACE GASKET BY MARLEY COMPANY MUST BE USED BETWEEN PIPING AND SUMP AT SUMP CONNECTION.
4. FLOAT VALVE RATINGS ARE BASED ON A MINIMUM LINE PRESSURE OF 25 P.S.I.
5. SUPPORTS FOR ALL PIPING TO BE PROVIDED BY OTHERS. DO NOT SUPPORT PIPE FROM TOWER STRUCTURE.

SUMP, OVERFLOW AND FLOAT VALVE DETAILS (SQUARE SUMP) SIGMA SERIES 120 STEEL DOUBLE FLOW					
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NONE	5-17-85	M. WIGGINS	SRJ	WJW	
ORDER NUMBER		DRAWING NUMBER		REV.	
A 10-25-85 ERR 85-1098		85-3613		A	
LTR.	DATE	REVISION	BY	CHKD	
			MW	SRJ	

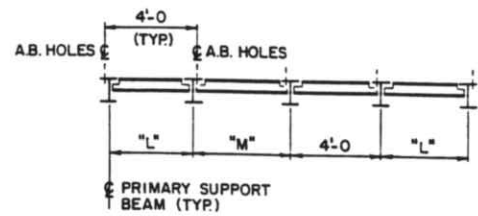
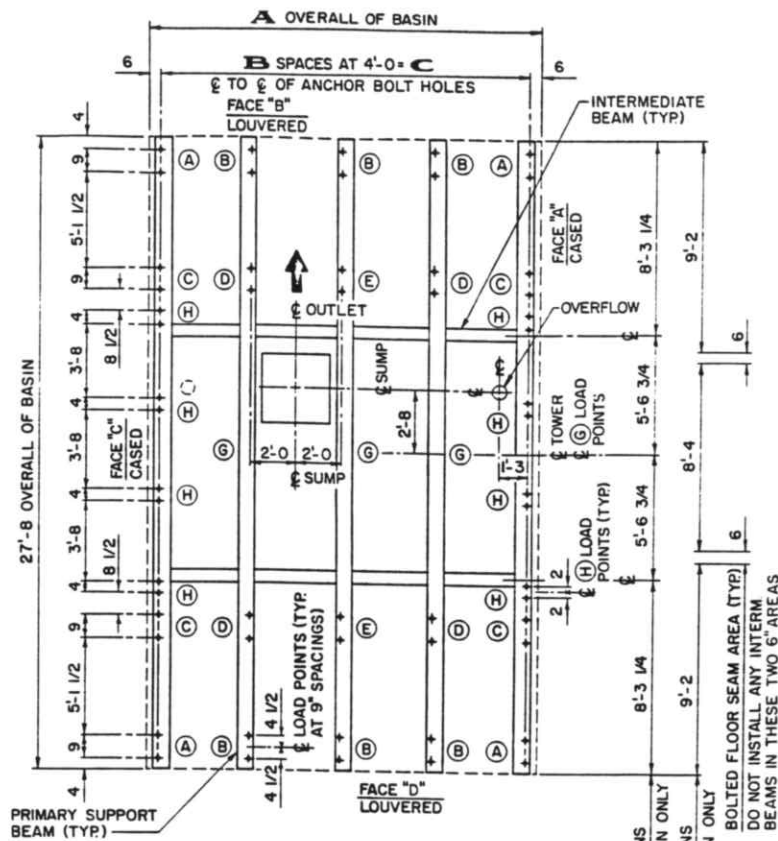
THE MARLEY COOLING TOWER CO. **MARLEY**
MISSION, KANSAS 66202

THIS DRAWING IS MARLEY COOLING TOWER CO. PROPERTY AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH MARLEY COOLING TOWER CO. WORK. DESIGN AND INVENTION RIGHTS ARE RESERVED.

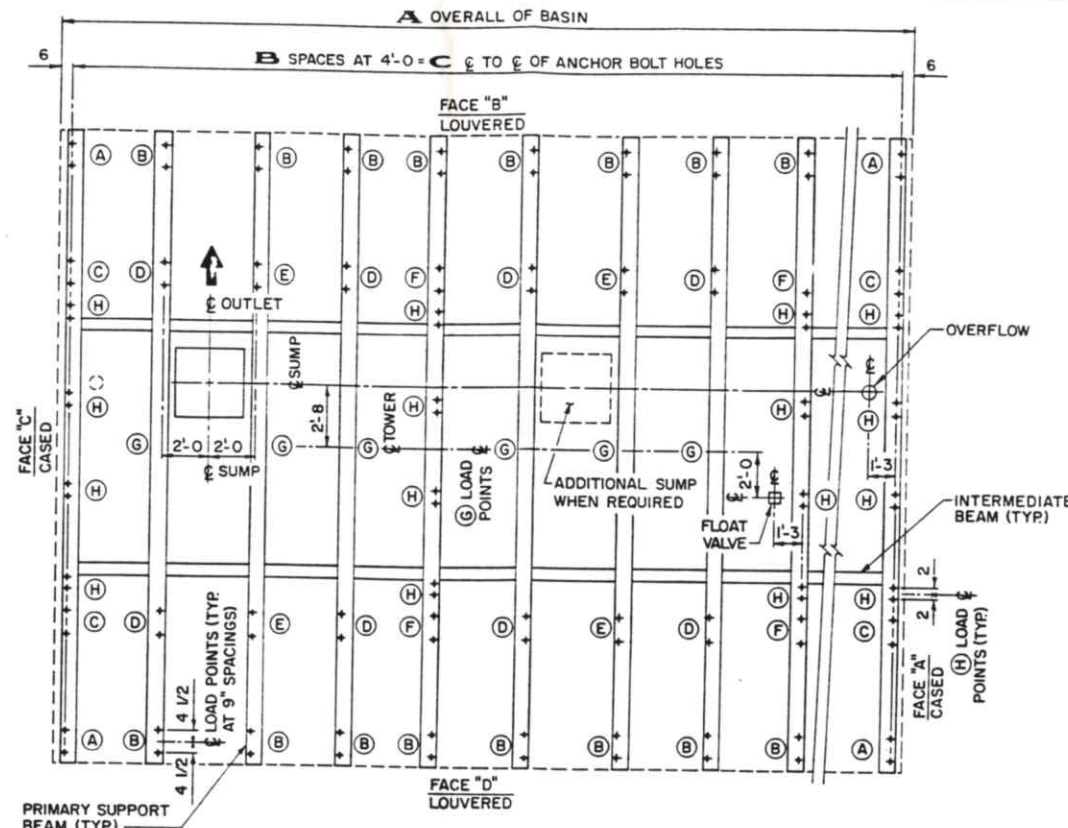
Drawing No. 85-3613

GENERAL NOTES

- SUPPORTING STEEL**
PURCHASER TO DESIGN, CONSTRUCT AND FURNISH SUPPORTING STEEL COMPLETE WITH 7/8" DIA. HOLES FOR ANCHOR BOLTS TO SUIT THE GENERAL DIMENSIONS OF THIS DRAWING. ALL STEEL MUST BE FRAMED FLUSH AND LEVEL AT TOP MAXIMUM BEAM DEFLECTION TO BE 1/360 OF SPAN, NOT TO EXCEED 1/2". PROVIDE CLEARANCE BELOW STEEL FOR SUMP AND PIPING.
THE COLLECTION BASIN IS RIGIDLY CONNECTED TO THE TOP FLANGE OF THE PRIMARY SUPPORT BEAMS (BY WELDING AND/OR BOLTING). NO PROVISIONS ARE MADE IN THE BASIN TO RELIEVE INDUCED STRESSES IN THE SUPPORTING STEEL RESULTING FROM EXPANSION OR CONTRACTION OF THE BASIN.
INTERMEDIATE BEAMS IF REQUIRED BY DESIGNER TO PROVIDE LATERAL RESTRAINT OF THE PRIMARY SUPPORT BEAMS MAY BE LOCATED PER THE FOLLOWING CONDITIONS (CAUTION: DO NOT USE THE BASIN FOR LATERAL RESTRAINT OF THE BEAMS):
WELDED COLLECTION BASIN
THIS BASIN REQUIRES INTERMEDIATE BEAMS TO BE PROVIDED FOR BACK-UP OF WELDED FLOOR SEAMS AT DIMENSIONS SHOWN IN PLAN VIEW. ANY ADDITIONAL BEAMS MAY BE LOCATED AT DESIGNER'S OPTION.
BOLTED COLLECTION BASIN
INTERMEDIATE BEAMS MAY BE LOCATED AT DESIGNER'S OPTION ANYWHERE WITHIN THE DIMENSIONS SHOWN IN PLAN VIEW EXCEPT AS NOTED.
- ANCHOR BOLTS**
ALL ANCHOR BOLTS ARE 3/4" DIA. AND ARE FURNISHED BY THE MARLEY COOLING TOWER COMPANY.
- TOWER WIND LOADS**
WIND LOADS ARE CALCULATED ON A BASIS OF 30 POUNDS PER SQUARE FOOT (PSF) AND ARE ADDITIVE TO OPERATING LOADS.
- TOWER OPERATING LOADS**
POINT LOADS DO NOT INCLUDE WATER IN THE COLLECTION BASIN. THE RECOMMENDED OPERATING WATER DEPTH IS 6" (EQUIVALENT TO 31.2 PSF OVER PLAN AREA). THE MAXIMUM COLLECTION BASIN DEPTH IS 1'-5 7/8" (EQUIVALENT TO 93.0 PSF OVER PLAN AREA).
- SUMP AND OVERFLOW**
THE SUMP MAY BE LOCATED AS SHOWN (OR ROTATED 90° OR 180°) BETWEEN ANY PRIMARY SUPPORT BEAMS SPACED AT "M" ON CENTERS (SEE ELEVATION FOR REQUIRED BEAM SPACING). THE OVERFLOW MAY BE LOCATED AS SHOWN AT EITHER ENDWALL. IF LOCATIONS ARE NOT SPECIFIED BY PURCHASER, SUMP AND OVERFLOW WILL BE INSTALLED AS SHOWN AND DIMENSIONED IN PLAN VIEW. SEE "SUMP, OVERFLOW AND FLOAT VALVE DETAILS" DRAWING FOR CLEARANCE DIMENSIONS.
- TOWER OBSTRUCTIONS**
MAINTAIN TWO FEET OF CLEAR SPACE AT CASSED WALLS, FACES "A" AND "C", FOR CONSTRUCTION. LOUVERED WALLS, FACES "B" AND "D", MUST HAVE ADEQUATE AIR SUPPLY. IF OBSTRUCTIONS EXIST NEARBY, CONSULT A MARLEY SALES ENGINEER.
- DESIGNER'S NOTE**
TO ASSURE PROPER FIT-UP OF BASIN SHEETS ON A BOLTED COLLECTION BASIN DESIGN, THE MARLEY COOLING TOWER COMPANY MUST REVIEW AND APPROVE FINAL SUPPORTING STEEL ARRANGEMENT.
- FLOAT VALVE**
THE FLOAT VALVE IN EXTERIOR CELLS MAY BE LOCATED AT ANY OF THE ENDWALL COLUMNS IN THE PLENUM AREA. THE FLOAT VALVE IN INTERIOR CELLS (OF TOWERS WITH 3 OR MORE CELLS) WILL BE INSTALLED AS SHOWN AND DIMENSIONED IN PLAN VIEW. SEE "SUMP, OVERFLOW AND FLOAT VALVE DETAILS" DRAWING FOR ADDITIONAL DETAILS.

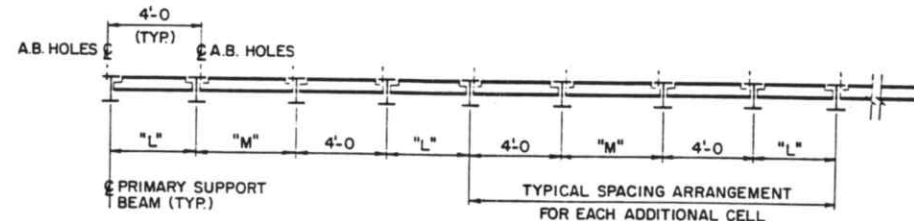


SINGLE CELL ELEVATION



MULTI-CELL PLAN VIEW

(FOR DIMENSIONS NOT NOTED ON FACES "A" AND "C", REFER TO SINGLE CELL PLAN VIEW)



MULTI-CELL ELEVATION

"L" = 4'-0" MINUS (GAGE)
"M" = 4'-0" PLUS (GAGE)

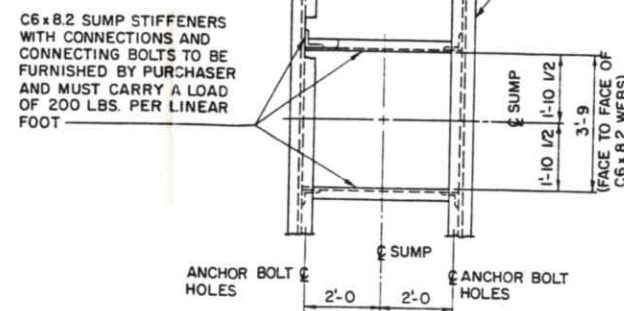
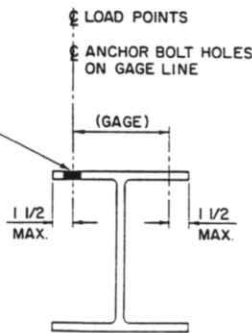
MODEL	TOWER WEIGHT*	A	B	C	D
123-111	50,320	17'-0"	4	16'-0"	56
123-112	95,550	33'-0"	8	32'-0"	96
123-113	140,775	49'-0"	12	48'-0"	136

* TOWER WEIGHT IS TOTAL WET OPERATING WEIGHT INCLUDING SIX INCHES OF WATER IN THE COLLECTION BASIN.

TYPE OF LOAD (SEE GENERAL NOTES 3 AND 4)	LOAD SCHEDULE (IN LBS.)							
	LOAD POINTS AND VALUES (-) = UPLIFT (+) = VERTICAL COMPRESSION							
	A	B	C	D	E	F	G	H
OPERATING LOAD	1095	1530	1235	1905	4300	1320	140	300
ADDITIONAL VERTICAL LOAD DUE TO WIND ON FACE "A" OR "C" **	-1735	+1210 MAX.	-6090	+1555	+4530	—	—	—
ADDITIONAL VERTICAL LOAD DUE TO WIND ON FACE "B" OR "D"	—	—	—	+2385	—	—	—	—
HORIZONTAL LOAD DUE TO WIND ON FACE "A" OR "C" **	1290	—	3790	—	—	—	—	785
HORIZONTAL LOAD DUE TO WIND ON FACE "B" OR "D" (MAX.)	150	300	240	1810	480	480	—	—

** LOAD APPLIES ONLY TO POINTS AT WINDWARD FACE AND 4'-0" AND 8'-0" IN FROM THIS FACE.

7/8 DIA. HOLES FOR ANCHOR BOLTS (D REQ'D.) MUST BE WITHIN ±1/8" OF DIMENSIONS SHOWN IN PLAN VIEW



C6 x 8.2 SUMP STIFFENERS WITH CONNECTIONS AND CONNECTING BOLTS TO BE FURNISHED BY PURCHASER AND MUST CARRY A LOAD OF 200 LBS. PER LINEAR FOOT

SUPPORTING STEEL ARRANGEMENT										
MODEL 123 - STEEL BASIN										
SIGMA SERIES 120 STEEL DOUBLE-FLOW										
SCALE	DATE	DRAWN	CHECKED	APPROVED						THE MARLEY COOLING TOWER CO. MARLEY MISSION KANSAS 66202
NONE	5-31-85	LOBDELL	SRJ	GLL						
ORDER NUMBER	DRAWING NUMBER		REV.							
LTR	DATE	REVISION	BY	CHKD						

Exhibit D

Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

218 California Avenue
Charleston, WV

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION
PROJECTS AND/OR CONTRACTOR WORKSITES**

Contractor Contact: Craig Wilson Phone #: 304-550-0058

EMERGENCY CONTACTS:

Project Manager:

Name: Lewis Michael Phone #: 304-532-1853

Emergency Services #: 304-346-0549

GSD Safety Section:

1900 Kanawha Boulevard East, Bldg 1 Room MB12 Charleston, WV 25305

Jonathan Trout: Work# 304 352-5522 Cell# 304-205-2721

Marsha Bowling Work# 304-352-5523 Cell# 304-951-1410

Revision 4/18/22

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Jobsite Safety Handbook

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-12.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.

- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.

- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

12. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

13. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

14. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): April Dunlap, Sales Support

Contractor Representative Signature: *April Dunlap* Date: 11/9/2022

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

Exhibit E
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of hydronic systems.
- B. Measurement of final operating condition of HVAC systems.

1.02 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. AABC MN-1 - AABC National Standards for Total System Balance; 2002.
- C. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and job/ system specific approach for each system and component.
 - 1. Submit six weeks prior to starting the testing, adjusting, and balancing work.
 - 2. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Engineer and other installers to sufficiently understand the design intent for each system.
 - 3. Include at least the following in the plan:
 - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - d. Final test report forms to be used.
 - e. Detailed step-by-step procedures for TAB work for each system and issue, including:
 - 1) Terminal flow calibration (for each terminal type).
 - 2) Diffuser proportioning.
 - 3) Branch/submain proportioning.
 - 4) Total flow calculations.
 - 5) Rechecking.
 - 6) Diversity issues.
 - f. Details of how TOTAL flow will be determined; for example:
 - 1) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
 - g. Specific procedures that will ensure that both air and water side are operating at the lowest possible pressures and methods to verify this.
 - h. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Engineer and for inclusion in operating and maintenance manuals.
 - 4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced

drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

5. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 6. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 7. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
 8. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Engineer.
 - g. Project Contractor.
 - h. Report date.
 9. Provide paper and digital copies of the final TAB report, bind into O&M Manual.
- D. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 1. AABC (NSTSB), AABC National Standards for Total System Balance.
 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 3. SMACNA (TAB).
- B. Measure each pump both at the operating condition and at the max flow condition. Report the results to the Engineer in a neat, legible format upon completion of the TAB.
- C. Measure and balance the flow to each cell of the cooling towers 1,2,3,4,5, chillers 1,2,3,4,5, heat exchangers 1 & 2.
- D. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- E. TAB Agency Qualifications:
 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Having minimum of ten years documented experience.
 3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
 - b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.
- F. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.
- G. Pre-Qualified TAB Agencies:
 1. HABCO. Gordon Harvey 304-687-4598
 2. Northstar Environmental. John Raught 724-775-2122
 3. Performance HVAC. John Husband 304-248-7222

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 1. Systems are started and operating in a safe and normal condition.

2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Fans are rotating correctly.
 5. Access doors are closed and duct end caps are in place.
 6. Duct system leakage is minimized.
 7. Hydronic systems are flushed, filled, and vented.
 8. Pumps are rotating correctly.
 9. Proper strainer baskets are clean and in place.
 10. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. All TAB activities are to be scheduled with the Owner and Engineer one week prior to beginning TAB. All TAB work to be performed in the presence of Engineer. Any work without witness, will be subject to being performed again at the discretion of the Engineer, at no cost to the project.

3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.
- D. Immediately inform the Engineer, while on site, of any out of range systems or components so that the situation can be fully understood in real time.

3.05 RECORDING AND ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.

3.06 WATER SYSTEM PROCEDURE

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

- F. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

END OF SECTION



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)



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

I, April Dunlap, after being first duly sworn, depose and state as follows:

1. I am an employee of Casto Technical Services; and,
(Company Name)

2. I do hereby attest that Casto Technical Services
(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: April Dunlap

Signature: April Dunlap

Title: Sales Support

Company Name: Casto Technical Services

Date: 11/9/2022

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 9th day of November, 2022.

By Commission expires July 24, 2027

(Seal)



Kimberly J. Wilkinson
(Notary Public) Kimberly J. Wilkinson

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: _____

Contract Purpose: _____

Agency Requesting Work: _____

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: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

<p>(A) WV State Agency (Stated on Page 1 "Spending Unit")</p> <p>(B) Request for Quotation Number (upper right corner of page #1)</p> <p>(C) Your Business Entity Name (or Individual Name if Sole Proprietor)</p> <p>(D) City, Location of your Company</p> <p>(E) State, Location of your Company</p> <p>(F) Surety Corporate Name</p> <p>(G) City, Location of Surety</p> <p>(H) State, Location of Surety</p> <p>(I) State of Surety Incorporation</p> <p>(J) City of Surety's Principal Office</p> <p>(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.</p> <p>(L) Amount of bond in numbers</p> <p>(M) Brief Description of scope of work</p> <p>(N) Day of the month</p> <p>(O) Month</p> <p>(P) Year</p> <p>(Q) Name of Business Entity (or Individual Name if Sole Proprietor)</p> <p>(R) Seal of Principal</p> <p>(S) Signature of President, Vice President, or Authorized Agent</p> <p>(T) Title of Person Signing for Principal</p> <p>(U) Seal of Surety</p> <p>(V) Name of Surety</p> <p>(W) Signature of Attorney in Fact of the Surety</p>	<p align="center">Bid Bond</p> <p>KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.</p> <p>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 _____ (M)</p> <hr/> <p align="center">NOW THEREFORE</p> <p>(a) If said bid shall be rejected, or</p> <p>(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</p> <p>The Surety for 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 time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.</p> <p>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, the _____ (N) day of _____ (O), 20____ (P).</p> <p>Principal Seal _____ (R) (Name of Principal) _____ (Q)</p> <p>By _____ (S) (Must be President, Vice President, or Duly Authorized Agent)</p> <p>_____ (T) Title</p> <p>Surety Seal _____ (U) (Name of Surety) _____ (V)</p> <p>_____ (W) Attorney-in-Fact</p>
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NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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 _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

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.**



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1120201		Reason for Modification:	
Doc Description: Building 11 - Cooling Tower Rehab/Modernization		Addendum No. 1	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-28	2022-11-09 13:30	CRFQ 0211 GSD2300000019	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Casto Technical Services, Inc.

Address : 540 Leon Sullivan Way

Street :

City : Charleston

State : WV **Country :** **Zip :** 25301

Principal Contact : April Dunlap

Vendor Contact Phone: 304-346-0549 **Extension:** 1253

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *April Dunlap* **FEIN#** 550539186 **DATE** 11/9/2022

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("GSD," "Owner," or "Agency") to establish a contract for qualified contractors to perform Cooling Tower rehabilitation/ construction services located at the Central Plant aka Bldg 11, 218 California Avenue, Charleston, West Virginia 25311, per the bid requirements, specifications, and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 11 - Cooling Tower Rehab/ Modernization	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
73161517			

Extended Description:
Building 11 - Cooling Tower Rehab/Modernization

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 11:00 AM	2022-10-27
2	Question Deadline 12:00 PM	2022-11-02

SOLICITATION NUMBER: GSD2300000019

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 publish the mandatory pre-bid sign-in sheet.**

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.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD23000019

Date of Pre-Bid Meeting: October 27, 2022

Location of Prebid Meeting: Bldg 11 Chiller Plant

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Dso Mechanical	M.Ke Laughlin	515 Third Ave Sv. Charleston WV 25303	304-744- 8479	304-744- 8491	mLaughlin@ dso mech. com
Trane	Billy Mullins	515 C Street S Charleston WV 25303	304-859 2125		billy.mullins@trane.com
TRANE	KEVIN COX	515 C Street S.C. WV 25303	304 533 2130		KEVIN.COX@ TRANE.COM
CASTO CASTO	MATT RIVENBARK	540 LEON SULLIVAN WAY CHARLESTON WV 25301	304-346-0549	304-346-8920	MRIVENBARK@CASTOTECH.COM

**One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD2300000019

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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Casto Technical Services, Inc.

Company

April Dunlap

Authorized Signature

11/9/2022

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1120201			Reason for Modification: Addendum No. 2
Doc Description: Building 11 - Cooling Tower Rehab/Modernization			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-04	2022-11-09 13:30	CRFQ 0211 GSD2300000019	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Casto Technical Services, Inc.
Address : 540 Leon Sullivan Way
Street :
City : Charleston
State : WV **Country :** **Zip :** 25301
Principal Contact : April Dunlap
Vendor Contact Phone: 304-346-0549 **Extension:** 1253

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *April Dunlap* **FEIN#** 550539186 **DATE** 11/9/2022

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

ADDITIONAL INFORMATION

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("GSD," "Owner," or "Agency") to establish a contract for qualified contractors to perform Cooling Tower rehabilitation/ construction services located at the Central Plant aka Bldg 11, 218 California Avenue, Charleston, West Virginia 25311, per the bid requirements, specifications, and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON US	WV	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 11 - Cooling Tower Rehab/ Modernization	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
73161517			

Extended Description:
Building 11 - Cooling Tower Rehab/Modernization

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting @ 11:00 AM	2022-10-27
2	Question Deadline 12:00 PM	2022-11-02

SOLICITATION NUMBER: GSD2300000019

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:

- 1. To publish vendor questions and agency responses.**

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.

CRFQ GSD2300000019
Vendor questions and responses.

Q1. Will OEM Marley Sheet fill be accepted in place of the aftermarket Brentwood XF75? (We can also offer a block fill as well as an option)

A1. Use brentwood as specified.

Q2. What low flow condition (GPM per cell) are we wanting to achieve. This is needed to calculate the quantity of the Variflow Nozzle cups.

A2. See OEM drawings provided by HF LENZ.

Q3. Will OEM Stainless Steel covers be accepted instead of FRP fiberglass covers. Weight rating is a concern since these are commonly stood on.

A3. Use fiberglass as specified.

Q4. The existing tower have VFD's controlling the existing motors, is the customer sure they want two speed motors?

A4. Eliminate two speed and use inverter duty type.

Q5. The end walls are fiberglass corrugated sheeting, it can not be blasted to the specification, is this in reference to the 2 inner walls? Please better define expectations of end walls.

A5. Clean with pressure washer as permitted as not to damage walls.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD2300000019

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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Casto Technical Services, Inc.

Company

April Dunlap

Authorized Signature

11/9/2022

Date

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

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 11 - Cooling Tower Rehab/Modernization - CRFQ 0211 GSD230000019 - 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 9th day of November, 2022.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)

By: Timothy Smearing
(Must be President, Vice President, or
Duly Authorized Agent)

GENERAL MANAGER
(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, Jeremy B Stanley, Terri L Dodrill, 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 17th day of October, 2022.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Bruflat in black ink.

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2022, 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

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, 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 9th day of November, 2022.



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.