



State of West Virginia
Agency Purchase Order

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 02-06-2025

Order Number:	APO 0211 4011 GSD2500000221 1	Procurement Folder:	1623731
Document Name:	Bldg 11 Chiller 5 Eddy Testing and Relocation (EPO)	Reason for Modification:	
Document Description:	Bldg 11 Chiller 5 Eddy Testing and Relocation (EPO)		
Procurement Type:	Agency Purchase Order		
Buyer Name:	Cody G Taylor		
Telephone:	304-352-5531		
Email:	cody.g.taylor@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000202408	Requestor Name:	Joseph W Belcher
CASTO TECHNICAL SERVICES INC 540 LEON SULLIVAN WAY		Requestor Phone:	304-352-5490
CHARLESTON WV 25301		Requestor Email:	joseph.w.belcher@wv.gov
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV 25305 US

Total Order Amount:	\$15,377.50
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Cody G Taylor DATE: 2025-02-06 ELECTRONIC SIGNATURE ON FILE

Extended Description:

This Agency Purchase Order (APO) is for the movement of Chiller 5 back to its original location following the vehicle crashing into it. This APO also includes the testing (Eddy Current Testing) on the Chiller to see if it is functioning properly and assess any damage. This is required before the Chiller can be deemed operational. Chiller operation is critical to the campus, thus this being an Emergency.

Not to exceed \$15,377.50 without prior approval from the WV General Services Division Business Unit.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	73161517	64.00000	HOUR	100.000000	6400.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Labor

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	73161517	1.00000	EA	3375.000000	3375.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Eddy Testing

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	73161517	1.00000	EA	202.500000	202.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Parts

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	73161517	1.00000	EA	5400.000000	5400.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Subcontractor Work

Extended Description:

	Document Phase	Document Description	Page 3
GSD2500000221	Final	Bldg 11 Chiller 5 Eddy Testing and Relocation (EPO)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.

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 and Agency.

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 _____ ^{Two (2)} _____ 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

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 below must be provided to the Agency by the Vendor as specified below.

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 on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ 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.

Certificate of Insurance must indicate Additional Insured.

Certificate Holder should indicate:
General Services Division
1900 Kanawha Blvd. E
Chareston, WV 25305

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. 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.

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

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

13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)

15. 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.

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. 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.

18. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

20A. 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.

21. 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. 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.

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

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

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

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

29. 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 www.state.wv.us/admin/purchase/privacy.

30. 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.

31. 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. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

33. 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.

34. 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.

35. 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.

36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

38. 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.

39. 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.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. 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.

42. 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.

43. 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.

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.

April Dunlap, Sales Support

(Printed Name and Title)

540 Leon Sullivan Way; Charleston, WV 25301

(Address)

304-346-0549/304-346-8920

(Phone Number) / (Fax Number)

adunlap@castotech.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

Casto Technical Services

(Company)

April Dunlap

(Signature of Authorized Representative)

April Dunlap, Sales Support

(Printed Name and Title of Authorized Representative)

2/6/2025

(Date)

304-346-0549/304-346-8920

(Phone Number) (Fax Number)

Revised 8/24/2023



CASTO Technical Services

We make buildings work...Better!

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301

304-346-8920 Fax
service@castotech.com

QUOTE

Client Name: WV Dept of Administration

Contact: Joseph Belcher

Date: 01/28/2025

Quote Number: 217738

Location: WV Dept of Administration - Bld 11

1900 Kanawha Blvd, East

Chiller Plant

Charleston, WV 25305

Description	Quantity	Price	Line Total
Onsite	24.00	\$100.00	\$2,400.00
Onsite	40.00	\$100.00	\$4,000.00
Eddy Current Testing - RUBENDAHL Cost x 1.35	1.00	\$3,375.00	\$3,375.00
Miscellaneous Parts Cost x 1.35	1.00	\$202.50	\$202.50
Subcontracting Work Cost x 1.35	1.00	\$5,400.00	\$5,400.00
Investment is to Prepare and Reassemble Chiller #5 for Evaporator and Condenser Eddy Current Testing. Investment also includes moving the chiller back to its original location. This is caused by the recent automobile accident.			
Note: Eddy Current Testing will be performed the week of 2/10/2025.			
Note: Labor is estimated at (64) Hrs. Labor will be billed as Time & Material at \$100/Hr.			
		Subtotal:	\$15,377.50
		Estimated Sales Tax:	\$0.00
		Total:	\$15,377.50

This is a quotation on the goods named and further subject to the standard terms and conditions attached hereto.

Acceptance of quotation

Authorized Representative

Purchase Order #

EXCLUSIONS:

1. All asbestos testing and removal will be owner's responsibility
2. All roof work

CLARIFICATIONS:

1. The price of a performance/payment bond is not included.
2. The cost of permits and inspections by outside authorities are not included.
3. Work will be performed during normal business hours (Monday-Friday, 8:00 a.m.-4:30 p.m.).
4. Our terms are net thirty days.
5. Price held firm for 45 days.
6. Standard Warranty - 1 year parts and 90 days labor.

Thank you for your business!

TERMS AND CONDITIONS - QUOTED SERVICE

1. Acceptance; Agreement

a. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the "Agreement") of the Company and Customer for the services described in the Proposal (the "Work").

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer's adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer's proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer's acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer's credit profile be determined to be unacceptable to Company in Company's exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer's tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer's act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer's act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company's overtime, special or emergency rates for all work performed outside of Company's normal business hours.

3. Payment

a. Customer shall pay Company's invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any amount outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer.

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins. In order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the

understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work. Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

b. Customer represents and warrants that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work.

c. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

d. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Limited Warranty; Warranty Exclusions

a. Company warrants that the labor portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion, including, but not limited to, any obligation of Company for equipment start-up, if provided in the Proposal (the "Warranty Period"). Defects in the Service must be reported to Company within the Warranty Period. Company's obligation under the warranty is limited to correcting any improperly performed labor. No liability whatsoever shall attach to Company until the Services have been paid for in full.

b. Company does not make, and expressly disclaims, any representations or warranties for any materials, equipment, manufactured goods, parts, machinery, or components nor for any damages or failures related to the foregoing arising from any cause, including but not limited to: (a) wear and tear; corrosion, erosion, deterioration; (b) Customer's failure to follow any maintenance plan as provided by Company or the manufacturer; (c) or any damages or losses resulting from modifications made by others to equipment. Some components of the equipment described in the Proposal may be warranted directly from the component supplier or manufacturer, in which event the warranty given by such component supplier or manufacturer may apply, however, such coverage claims shall be made by Customer not by Company.

c. Notwithstanding the foregoing, all warranties provided herein shall terminate upon termination or cancellation of this Agreement.

d. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnity.

a. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

b. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any claims against Company that arise from any failure of Customer to obtain any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work as required by this Agreement.

c. Customer shall indemnify Company, its employees, contractors, agents, officers and directors, from any and all claims of any kind or character stemming from any assertion by any party that Company or its employees, contractors, agents, officers and directors were not permitted, or properly authorized to, access to the Work site during regular business hours, or such other hours as may be requested by Company, including sufficient areas for staging, mobilization, and storage and for any claims related in any way to Company's access to correct any emergency condition.

d. The requirements of Section 16(b) and 16(c) shall not be subject to the limitation on actions set forth in Section 21(b) of this Agreement.

17. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION PRODUCT LOSS, LOST REVENUE, OR LOST PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. In the event that Company nevertheless is found liable for any damages, they shall be limited to the purchase price of the Services for any one location of Customer over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS FOUND AT ANY OF CUSTOMER'S LOCATIONS.

18. **Commencement of Statutory Limitation Period.** Except as to warranty claims and any claims by Company for indemnification under this Agreement, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Casto Technical Services, Inc. or its subcontractors physically performed work on the project site.

19. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

Commercial General Liability	\$1,000,000 Each Occurrence Limit - CSL (Bodily Injury and Property Damage)
Automobile Liability	\$1,000,000 Each Accident - CSL (Bodily Injury and Property Damage)
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident - Each Accident \$1,000,000 Bodily Injury by Disease - Policy Limit \$1,000,000 Bodily Injury by Disease - Each Employee

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to the use of an Additional Insured endorsement form that has been approved by the appropriate state insurance department for use under its primary Commercial General Liability policy. In no event does Company waive its right of subrogation.

20. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or, at Company's option, (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

21. General.

a. **Governing Law; Venue.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of West Virginia, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the State of West Virginia.

b. **Time Limitation on Claims.** Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.

c. **Entire Agreement; Modification.** This Agreement, together with all of the attachments and exhibits included herewith, contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

d. **Provisions Severable.** If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto.

e. **Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. Company may assign, transfer or convey this Agreement at any time without the consent of the Customer.

f. **Counterparts.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States.

23. **Subcontractors.** Nothing in this Agreement shall limit the right of Company to utilize contractors and subcontractors to complete the Work as called for in this Agreement.

24. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties who are signatories hereto and it shall not give rise to any claims by, nor be enforced against either party by, or for the benefit of, any third party.

**Award Recommendation and
Manual Vendor Compliance Search Verification Form
(Agency Delegated Purchases)**

DATE: 2/6/25

TO: Memo to File

SUBJECT: Recommendation for Award – Casto Technical Services

Solicitation Number: (APO GSD2500000221) **Procurement Folder Number:** 1623731
Solicitation Description: (EPO) Bldg 11 Chiller 5 Eddy Testing and Relocation

Bid Information:

Casto Technical Services - \$15,377.50

Award Recommendation: Check the appropriate box below.

Lowest Bid: By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to Casto Technical Services as the lowest responsible bidder meeting the required specifications.

Other Than Lowest Bid: By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

List Vendor # Name –
Reason for Disqualification/Missed specification:

List Vendor # Name –
Reason for Disqualification/Missed specification:

Manual Search Verifications: By signing below the procurement officer certifies that he or she has verified that:

- Vendor is in compliance** with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.
- Vendor is not in compliance** with the Secretary of State requirements for business registration and this will need to be remedied before contract award.

Cody Taylor
Procurement Officer Signature

2/6/25
Date

Cody Taylor
Procurement Officer Printed Name

|



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: *“It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars.”*

West Virginia Code § 6B-2-5(b)(1): *“A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.”*

West Virginia Code § 6B-2-5(d)(1): *“[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control”*

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [APO GSD250000221]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Cody Taylor Procurement Specialist	West Virginia General Services Division	<i>Cody Taylor</i>	2/6/25

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

CASTO TECHNICAL SERVICES, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	9/21/1973		9/21/1973	Domestic	Profit			

Organization Information			
Business Purpose	8113 - Other Services (except Public Administration) - Repair and Maintenance - Commercial and Industrial Machinery and Equipment (exe Auto and Elec) Repair and Maintenance		Capital Stock 50000.0000
Charter County	Kanawha	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.100000
Authorized Shares	500000	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
Mailing Address	P.O. BOX 627 CHARLESTON, WV, 25322 USA
Notice of Process Address	CHRISTINA SMITH 540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
Principal Office Address	540 LEON SULLIVAN WAY CHARLESTON, WV, 25301 USA
Type	Address

Officers	
Type	Name/Address
Director	TIMOTHY SNEERINGER PO BOX 627 CHARLESTON, WV, 25322
President	TIMOTHY SNEERINGER PO BOX 641 GREAT BARRINGTON, MA, 01230
Secretary	CHRISTINA SMITH 540 LEON SULLIVAN WAY CHARLESTON, WV, 25301
Type	Name/Address

Date	Amendment
11/12/2020	B4WV Other Change: AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CASTO TECHNICAL SERVICES, INC. I. Name. The name of the corporation is Casto Technical Services, Inc. (the "Corporation"). II. Address. The address of the principal office of the Corporation is 540 Leon Sullivan Way, Charleston, WV 25301, or at some other place within the United States, as the board of directors from time to time shall designate. III. Mailing Address. The mailing address of the above location is P. O. Box 627, Charleston, WV 25322. IV. Email Address. The email address where informational notices and reminders of annual filings may be sent is csmith@castotech.com. V. Existence. The existence of the Corporation is perpetual. VI. Authorized Shares. The Corporation is authorized to issue only one class of stock consisting of not more than 500,000.00 shares with par value of (\$0.10) per share. The Corporation shall issue all of the shares without certificates. VII. Purposes. The purpose of the Corporation engage in any or all lawful business or activity for which corporation. incorporated in West Virginia. VIII. Incorporator. The name and address of the original incorporators of the Corporation are Harry N. Casto and W. E.

Mohler, neither of whom are affiliated with the Corporation as of the date of these Amended and Restated Articles of Incorporation and are deceased. IX. Agent. The name and address of the person (agent) to whom notice of process may be sent is Christina Smith, 540 Leon Sullivan Way, Charleston, WV 25301. X. Directors. The Corporation shall have a board of directors consisting of one (1) to five (5) directors. The directors shall be elected at each annual meeting of the shareholders. Directors need not be shareholders of the corporation nor residents of the State of West Virginia. The board of directors may not increase or decrease the number of directors. XI: Limitation on Director Liability. Directors shall have no personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director: Provided, this Article shall not eliminate or limit the liability of a Director: (A) for any breach of the Director's duty of loyalty to the Corporation or its stockholders; (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (C) for unlawful distributions as described in the Act; or (D) for any transaction from which the Director derived an improper personal benefit. XII: Indemnification of Directors. The Corporation shall indemnify a Director for liability, as that term is defined W. Va. Code § 31D-8-850, to any person for any action taken, or any failure to take any action, as a Director except liability for: (A) receipt of a financial benefit to which he or she is not entitled; (B) an intentional infliction of harm on the Corporation or its shareholders; (C) for unlawful distributions as described in the Act; or (D) an intentional violation of criminal law.

10/21/2010	AMENDMENT FILED (CHANGES TO STOCK & SHARES)...SEE IMAGE
2/3/1983	CHANGE OF NAME FROM CASTO-TRANE SERVICE AGENCY, INC.
Date	Amendment

Annual Reports
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For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, November 26, 2024 — 8:39 AM

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- Any Words (i)
- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

"Casto Technical Services, INC." ×

Classification ∨

Excluded Individual ∨

Excluded Entity ∨

Federal Organizations ∨

Exclusion Type ∨

Exclusion Program ∨

Location ∨

Dates ∨

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Feedback



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV001241

CLASSIFICATION:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING
SPECIALTY

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

DATE ISSUED

AUGUST 13, 2024

EXPIRATION DATE

AUGUST 13, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



DEBARRED AND SUSPENDED VENDORS

Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Pipe & Supply LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
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Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
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Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured with Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract. Waiver of Subrogation is included with respect to Workers Compensation Coverage where required by written contract.

Project: Base Bid: Replace HP-1 , HP-3, and HP-21- \$82,800.00

WV Dept. of Administration is included as an Additional Insured with a Waiver of Subrogation on the General Liability and Automobile Liability sections of the policies as required by written contract or agreement. These policies are primary and noncontributory as required by written contract or agreement. A 30 day notice of cancellation applies, except for nonpayment of premium.