

ARFQ 0608 DCR2400000023
REQUEST FOR QUOTATION
REPLACEMENT OF HOT WATER HEATERS PROJECT
SOUTHERN REGIONAL JAIL ANDCORRECTIONAL FACILITY

EXHIBIT E – PRICING PAGE

Vendor's Company Name: _____

Vendor's Address: _____

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

Phone Number: _____

Fax Number: _____

Email Address: SCleavage@Castotech.com

WV Contractor's License Number: WV001241

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL BID AMOUNT: Six hundred fifty-six thousand

nine hundred two

(\$ 656,902.00)

(Total bid amount to be written in words and numbers.)



State of West Virginia
Agency Request for Quote

Proc Folder: 1279204			Reason for Modification:
Doc Description: Replacement of Hot Water Heaters Project			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-20	2023-09-15 10:30	ARFQ 0608 DCR2400000023	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : **Casto Technical Service**

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

Street :

City :

State : Country : **WV** Zip :

Principal Contact : *Samuel Cleavenger*

Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER

Philip K Farley
(304) 549-1050
philip.k.farley@wv.gov

Vendor Signature X *[Signature]* FEIN# **550539186** DATE **9-8-2023**

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Casta Technical Services

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

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.

(Name, Title) **Casto Technical Service**

(Printed Name and Title) 540 Leon Sullivan Way
Charleston, WV 25301
304-346-0549 plancaster@castotech.com

(Address)

(Phone Number) / (Fax Number)

(Email address) *SCleavenger@Castotech.com*

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 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..

(Company) **Casto Technical Service**
540 Leon Sullivan Way
Charleston, WV 25301
304-346-0549 plancaster@castotech.com

(Authorized Signature) (Representative Name, Title)
Samuel Cleavenger *Estimator* *9-8-2023*

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

9-8-2023

(Date)

(Phone Number) (Fax Number)

SCleavenger@Castotech.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

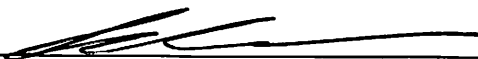
Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Carto technical Service
Company


Authorized Signature

9-8-2023
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
Southern Regional Jail and Correctional Facility – Replacement of Hot Water Heaters Project - ARFQ 0608
DCR240000023 - 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 15th day of September, 2023.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)

By: Christina Smith
(Must be President, Vice President, or
Duly Authorized Agent)

CFO

(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.

Handwritten text at the top left of the page, possibly a header or address.

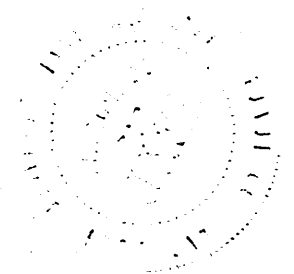
Handwritten text in the upper middle section of the page.

Main body of handwritten text, consisting of several lines of cursive script.

Second main section of handwritten text, continuing the cursive script.

Handwritten signature or name in the lower left quadrant.

Another handwritten signature or name, located below the first one.



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

Paul T. Bruflat, Vice President

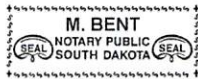
State of South Dakota
County of Minnehaha

} 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



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 **15th** day of **September**, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

DECLARATION

I, the undersigned, do hereby declare that the information provided in this document is true and correct to the best of my knowledge and belief. I understand that any false or misleading information provided may result in the revocation of my license and/or other legal consequences.

I have read and understand the terms and conditions of this declaration. I agree to be bound by these terms and conditions and to accept full responsibility for the accuracy and completeness of the information provided.

I understand that this declaration is a legal document and that it may be used as evidence in court. I agree to provide any necessary documentation to support the information provided in this declaration.

I understand that this declaration is a statement of fact and that it is not intended to constitute an offer of insurance or any other financial product.

I understand that this declaration is a statement of fact and that it is not intended to constitute an offer of insurance or any other financial product. I agree to provide any necessary documentation to support the information provided in this declaration.

I understand that this declaration is a statement of fact and that it is not intended to constitute an offer of insurance or any other financial product. I agree to provide any necessary documentation to support the information provided in this declaration.

I understand that this declaration is a statement of fact and that it is not intended to constitute an offer of insurance or any other financial product. I agree to provide any necessary documentation to support the information provided in this declaration.



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REPLACEMENT OF HOT WATER HEATERS PROJECT
SOUTHERN REGIONAL JAIL AND CORRECTIONAL FACILITY

2) Contractor must submit three (3) electronic formats in PDF format on CDs or USB drives.

b. As-Built Drawings

1) Contractor must submit two (2) full size hard copies.

1.09 MISCELLANEOUS

A. Contract Manager

1. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor'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. Contractor should list its Contract manager and his or her contact information below.

Contract Manager: Sam Cleary

Telephone Number: (304) 880-5479

Fax Number: _____

Email Address: SCleary@Case-Tech, Co

END OF SPECIFICATIONS

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Casta Technical Services

Authorized Signature: [Signature] Date: 9-8-2023

State of West Virginia

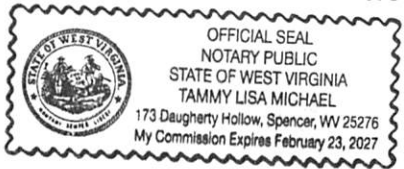
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8 day of 20 September, 2023.

My Commission expires February 23, 2027.

AFFIX SEAL HERE

NOTARY PUBLIC Tammy L. Michael





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

**STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:**

I, Sam Cleavenger, 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: Sam Cleavenger
 Signature: [Handwritten Signature]
 Title: Est. note
 Company Name: Casto Technical Services
 Date: 9-8-2023

Taken, subscribed and sworn to before me this 8 day of September, 2023.

By Commission expires February 23, 2027

(Seal)

Tammy L. Michael
(Notary Public)

