Purchase



Marshall University

Order#

Date

Chan	ige R	eques	t MAR		One John	of Purchasing Marshall Driv , WV 25755-4	rshall Drive MUZTHHCHILLER		
FY 23	Buyer MW		Date 04/18/2023	Accou	ınt	P.O. Date 05/10/2021		Contract MU21HH	
Document ☐ Requisition (Cancellation only) ☐ Regular Purchase Order ☐ Contract Purchase Order ☐ Open End Contract Purchase ☐ Agreement					Document Action Cancellation Increase/Decreas Unused Balance Freight Renewal Extension Error	e	☐ Error in Total Amount ☐ Change of Account ☐ Change of Vendor Name/Address ☐ Other		
Casto 540 Le	Technic				550539186		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 304-3 Item#	46-0549 Quantity	Fax			N# 550539186 cription of Change			Unit Price	Extended Price
		contained agreemen Effective Renewal Renewals	CHILL the contract in the origina th by 1.0% as date of renew # 2 of 4 s Remaining:	ER MAI accordinal contra contain al 05/0	Order # 2 INTENANCE AND RE ing to all terms, condite act. To increase the year of the proposal day 11/2023 through 04/30 (1) year periods.	ions, and specearly pricing ated 04/18/202		al \$	
Reason for	Change: 1	O RENEW	CONTRAC	AND	INCREASE PRICING	Э.	Increase Decrease	s \$	OPEN-END
New Total \$ OPEN-END									
		A	Approved:	Autho	ized Signature	WA	ull	7	4/18/23 Date

Attorney General if required

BOG 79



April 17, 2023 Casto Technical Services Inc 540 Leon Sullivan Way, PO Box 627 Charleston, WV 25322

Re: Contract Renewal for MU21HHHILLER (P2101781)

To Whom it May Concern-

Sales Support

Comments:

Title

The above referenced contract expires 04/30/2023. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU21HHCHILLER** effective May 1, 2023 through April 30, 2024 under the same terms and conditions.

Please return the letter and the enclosures signed in the original to the noted below.

Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2598

Sincerely,

Rebecca Maynard
Purchasing Assistant III

I agree to extend the current contract #MU21HHCHILLER (P2101781) an additional one (1) year period under the same terms and conditions.

_____Yes ____No
___X__Yes, subject to the following changes indicated below or in the attached letter.

April Dunlap
Printed Name



Marshall University Harless Hall One John Marshall Drive Huntington, WV 25755

April 18, 2023

RE: MU21HHCHILLER

It has been our pleasure serving you this past year. Our records indicate that your HVAC Maintenance Agreement will expire on **April 30, 2023**. Under the terms and conditions of your existing Agreement, the pricing is reviewed annually.

Based upon this annual review, we propose the following:

The current Agreement price is \$24,261 billed in monthly payments of \$2,021.75. Casto Technical Services understands that these are tough economic times, and we are making every effort to control the costs for our valued customers. Inflation has affected us all. As of today, the cumulative rate of inflation is 6.04%. Casto wants to be fair to our valued customers. Therefore, we are requesting a 1% increase for your HVAC Maintenance Agreement Renewal.

With the proposed increase, the renewal price will be \$24,504, billed in monthly payments of \$2,042. The Renewal will begin May 1, 2023, and expire on April 30, 2024. The labor rate and Terms and Conditions of the agreement will remain the same.

We thank you for using Casto Technical Services as a vendor for your HVAC needs, and we look forward to continuing to serve you.

Sincerely,

Name: April Dunlap Inside Sales Support Authorized Signature

We Make Building Work...BETTER!!!

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: Casto Technical Services Authorized Signature: April Dunlas West Virginia State of County of Raleigh , to-wit: Taken, subscribed, and sworn to before me this 18thday of April My Commission expires May 15 Official Seal Notary Public, State of West Virginia Patricia A. Moye 150 Barnstaple Dr. Daniels, WV 25832 My Commission Expires May 15, 2028 AFFIX SE **NOTARY PUBLIC** Purchasing Affidavit (Revised 01/19/2018)

WV Number	Company	DBA	Address	City	State	Zip	County	Phone	Classification*	Expires
WV001241	CASTO TECHNICAL SERVICES INC	CASTO TECHNICAL SERVICES INC	PO BOX 627	CHARLESTON	WV	253220627	20	304-346-0549	ADF	8/13/2023

Records 1 to 1 of 1 Records

View Classifications (Note if a classification letter or number appears above that is not listed below please email Licensing@wv.gov for more information or call 304-558-7890)

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Vendor/Customer Legal Name	Allas/DBA Vendor Active Status Customer Active Status Previous Name	
000000202407 CASTO TECHNICAL SERVIC	Active Inactive	
✓ 000000202408 CASTO TECHNICAL SERVICES IN	C. Active Inactive	
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▼ General Info	The state of the s	
Vendor/Customer: 000000202408	Restrict Use by Department :	
Legal Name : CASTO TECHNICAL SERVIC Alias/DBA :	Miscellaneous Account : Internal Account :	•
Vendor Active Status: Active ✓	Third Party Only:	
Vendor Approval Status : Complete	Third Party Vendor :	
Customer Active Status : Inactive	Third Party Customer :	
Customer Approval Status : Incomplete	Inventory Customer:	
Location Name :	Healthcare Provider:	
First Name :	Never Archive : Restrict VSS Access : No V	
Middle Name :	Discontinue - No New Business :	
Last Name :	Prevent MA Reference :	
Company Name : CASTO TECHNICAL SERVICE	PunchOut Enabled :	
Previous Name :	Re-PunchOut Enabled:	
Provious Street :	Electronic Order Enabled :	•
Previous City : Previous State/Province :	W-9 Received :	
Previous State/Province :	W-9 Received Date :	
Provides Country .	W-8 Received :	
	W-8 Received Date :	
	Active From: 05/11/1983	
	Active To :	
	Last Usage Date: 04/18/2023	
	Department :	
	Unit:	
Headquarters Account Code : 000000202408 Headquarters Account Legal Name : CASTO TECHNICA Franchise Account :	Catalog Unique Entity Identifier: Texpayer ID Number: *****9186	
	Taxpayer ID Number Type: EIN ✓	
▼ Organization		
Organization Type: Company	1099 Indicator: No	
1099 Classification : Corporation	1042-S Indicator: No Taxpayer ID Number: 550539186	
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number: 550539186	
1042-S Ch. 4 Status Code :	Detailed TIN Type :	
Number of Employees :	Foreign Tax ID :	
Merchant ID:	GIIN:	
Sex: 🗸	1042-S Recipient Account Number :	
Date of Birth :	W-8 Form :	
Marital Status : 💛	Tax Profile: NOTAX	
Annual Income :	Tax Profile Name : No Tax	
IRS Country of Residence :	EBIC Number :	
IRS Country Sub Code :	IAEC Number :	
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National Provider ID :	Employee ID : Employee Status : ✓	
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Registration Application Date : 04/08/2022 Registration Effective Date : 04/30/2022	Unemployment Insurance : Worker's Compensation :		
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Client#: 535275

18CASTOTEC

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer any rights to the certificate holder	in lieu of such endorsement(s).					
PRODUCER	NAME: Janet Poling	CONTACT Janet Poling				
McGriff Insurance Services	PHONE (A/C, No, Ext): 304 346-0806	X No): 8887513002				
300 Summers Street, Suite #650	E-MAIL ACCRESS: CertificatesVAWV@mcgrlff.com					
Charleston, WV 25301	INSURER(S) AFFORDING COVERAGE	NAIC #				
304 346-0806	INSURERA: Phoenix Insurance Company	25623				
INSURED Contact Constant Inc.	INSURER B : Travelers Property Casualty Co of Amer	25674				
Casto Technical Services Inc.	INSURER C: Travelers Indemnity Co of CT	25682				
P O Box 627	INSURER D: The Cincinnati Insurance Company	10677				
Charleston, WV 25322	INSURER E : Charter Oak Fire insurance Company	25615				
	INSURER F:					

COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING-ANY-REQUIREMENT, TERM OR CONDITION OF ANY-CONTRACT-OR-OTHER DOGUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAIMS.								
INSR LTA		NBR.	SUBR WVD	POLICY NUMBER	POLICY EFF (MWDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
A	X COMMERCIAL GENERAL LIABILITY	X	Х	CO7H238280	10/27/2022	10/27/2023	EACH OCCURRENCE	s1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence)	s300,000
	X XCU Included						MED EXP (Any one person)	s5,000
	X Contractual Liab.					!	PERSONAL & ADV INJURY	s1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:] [GENERAL AGGREGATE	s2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	s2,000,000
	OTHER:						, , , , , , , , , , , , , , , , , , , ,	\$
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	OWNED SCHEDULED AUTOS ONLY AUTOS					1	BODILY INJURY (Per accident)	\$
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	DED X RETENTION \$10,000							S
С	WORKERS COMPENSATION		X	UB7J35462A22	10/27/2022	10/27/2023	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		Includes	WV Broad	Form	EL. EACH ACCIDENT	s1,000,000
	(Mandatory in NH)			Employers	Liability	Section	EL. DISEASE - EA EMPLOYEE	s1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			23-4-2	of WV	Code	EL. DISEASE - POLICY LIMIT	s1,000,000
D	Leased or Rented			ENP0409411	10/27/2022	10/27/2023	\$100,000 Limit	
	From Others						\$1,000 Deductible	
		• • • •						
ESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schodule, may	be attached if me	ore space is requ	(red)	

** Workers Comp Information **

Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

H N Casto Jr, Officer

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Marshail University 125 Old Main One John Marshall Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Huntington, WV 25755-4500	AUTHORIZED REPRESENTATIVE
	Gregny T. Gordon

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		IONS (Continu						
Marshall University is included as an Additional Insured on the General Liability section of the policy as required by written contract.								
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SAGITTA 25.3 (2016/03) 2 of 2