



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



Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0313

ID: ESR11071700000002037

Ver.: 1

Function: New

Phase: Final

Modified by batch , 11/07/2017

Header 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 332008

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000204555

SO Doc ID: DEP1800000006

Legal Name: MCCOURT & SON CONSTRUCTION INC

Published Date: 10/20/17

Alias/DBA:

Close Date: 11/7/17

Total Bid: \$397,500.00

Close Time: 13:30

Response Date: 11/07/2017

Status: Closed

Response Time: 10:18

Solicitation Description: OSR Southern Sludge and Snow Removal Open End

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder : 332008

Solicitation Description : OSR Southern Sludge and Snow Removal Open End

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-11-07 13:30:00	SR 0313 ESR11071700000002037	1

VENDOR

000000204555

MCCOURT & SON CONSTRUCTION INC

Solicitation Number: CRFQ 0313 DEP1800000006

Total Bid : \$397,500.00

Response Date: 2017-11-07

Response Time: 10:18:59

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Crawler Dozer Caterpillar D-8N or Equal	100.00000	HOUR	\$155.000000	\$15,500.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Crawler Dozer with operator to be paid on an hourly basis
Caterpillar D-8N or equivalent

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Crawler Dozer Caterpillar D-6H or Equal	100.00000	HOUR	\$135.000000	\$13,500.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Crawler Dozer with operator to be paid on an hourly basis
Caterpillar D-6H or equivalent

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Winter storage fee for Crawler Dozer (Cat D-6H or Equal)	5.00000	MO	\$750.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Winter storage fee for Crawler Dozer-Caterpillar D-6H or equivalent (stored on site) in the vicinity of Anjean, Greenbrier County, WV.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Skid Steer Loader - Bobcat T190 or Equal	100.00000	HOUR	\$100.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Skid steer loader with operator to be paid on an hourly basis
Bobcat T190 or equivalent equipped with Bobcat SB200 72-inch snow blower or equivalent

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Motor Grader Cat 120M2 or Equal	100.00000	HOUR	\$135.000000	\$13,500.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description :	Motor Grader with operator to be paid on an hourly basis. Cat 120M2 or equivalent equipped with tire chains
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Winter storage fee for Motor Grader (Cat 120M2 or Equal)	5.00000	MO	\$750.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description :	Winter storage fee for Motor Grader - Cat 120M2 or equivalent equipped with tire chains (stored on site) in the vicinity of Alton, Upshur County, WV.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Pickup Truck - 1-ton 4-wheel drive	100.00000	HOUR	\$90.000000	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description :	1-ton 4-wheel drive pickup truck with minimum 8-foot wide snow blade equipped with tire chains with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Hydraulic Excavator-Backhoe	500.00000	HOUR	\$135.000000	\$67,500.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	Hydraulic Excavator- Backhoe Long Reach, with operator to be paid on an hourly basis John Deere 790 ELC or equivalent
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Articulated Truck - Caterpillar D250E or Equal	100.00000	HOUR	\$135.000000	\$13,500.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description : Articulated Truck with operator to be paid on an hourly basis.
Caterpillar D250E or equivalent with sealed tailgate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Truck - Tandem Axle with sealed tailgate	100.00000	HOUR	\$100.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description : Truck, Tandem Axle with sealed tailgate with operator to be paid on an hourly basis

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Tractor with low boy	200.00000	HOUR	\$110.000000	\$22,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description : Tractor with low boy with to be paid on an hourly basis (110,000 min. licensed)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Pressure Washer	100.00000	HOUR	\$65.000000	\$6,500.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description : Pressure Washer operator to be paid on an hourly basis

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Trailer Mounted 6-inch Water Pump	500.00000	HOUR	\$110.000000	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	Trailer Mounted 6-inch Water Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Trailer Mounted 6-inch Trash Pump	500.00000	HOUR	\$110.000000	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	Trailer Mounted 6-inch Trash Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Trailer Mounted 6-inch Trash/Sludge High Head	500.00000	HOUR	\$110.000000	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	Trailer Mounted 6-inch Trash/Sludge High Head/High Volume Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	4-inch Trash Water Pump	200.00000	HOUR	\$65.000000	\$13,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	4-inch Trash Water Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	3-inch Trash Water Pump	200.00000	HOUR	\$65.000000	\$13,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	3-inch Trash Water Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	2-inch Trash Water Pump	200.00000	HOUR	\$65.000000	\$13,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	2-inch Trash Water Pump with operator to be paid on an hourly basis
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Laborer	100.00000	HOUR	\$50.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
40151525			

Extended Description :	Laborer supplied upon request for removal and reinstallation of baffle curtains when necessary for sludge removal
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 27, 2017 at 9:00 AM EDT

Submit Questions to: Brittany Ingraham

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Brittany.E.Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☒ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 7, 2017 at 1:30 PM EDT

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”
- 20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____
upon award _____ and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ thirty-six (36) _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **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.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 a 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 Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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:
\$2,000,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$2,000,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☒ **Aggregate Insurance- Two Million Dollars (\$2,000,000.00)**

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9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

\$250.00 per calendar day

for

each day the arrival of snow removal equipment is beyond the day of requested mobilization

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.

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

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

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. 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. 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

43. 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.


44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Tommy McCourt, President 
 (Name, Title)
Tommy McCourt, President
 (Printed Name and Title)
5802 Centraliz Pk. Sutter, W.V. 266001
 (Address)
304-765-5288 / 304-765-5293
 (Phone Number) / (Fax Number)
jbeggs@lunos.net
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

McCourt & Son Construction, Inc.
 (Company)


 (Authorized Signature) (Representative Name, Title)

Tommy McCourt, President
 (Printed Name and Title of Authorized Representative)

11/7/17
 (Date)

304-765-5288 / 304-765-5293
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
SOUTHERN OPEN-END SLUDGE AND SNOW REMOVAL

32

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection/Office of Special Reclamation (WVDEP/OSR) to establish an open-end contract for sludge pumping, mechanical sludge removal services and snow removal services for the southern region of West Virginia, as defined in "Contract Services".
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means supplying all labor, materials and other necessary services for pumping and mechanical removal of sludge and snow removal at projects in the southern region of the WVDEP/OSR. Counties included in this defined region being: Greenbrier, Summers, Raleigh, McDowell, Wyoming, Fayette, Nicholas County east of U.S. Route 19, Mercer, Pocahontas, and sixteen (16) sites in Upshur County located in the vicinity of Alton.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list proposed prices for the Contract Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"TANDEM AXLE"** means dual rear drive axles.
 - 2.5 **"GVW"** means Gross Vehicle Weight, the maximum operating weight of a vehicle as specified by the manufacturer, including all passengers and cargo.
 - 2.6 **"GPM"** means gallons per minute.
 - 2.7 **"PSI"** means pounds per square inch.
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 Vendor must have the ability to supply all specified equipment, labor, and materials upon request of the WVDEP/OSR.
 - 3.2 Vendor must have the ability to supply all specified equipment, labor, and materials on multiple individual projects either concurrently or consecutively if requested by the WVDEP/OSR.
 - 3.3 All specified equipment shall be supplied with an operator by the vendor as part of the hourly rate for each piece of specified equipment.

REQUEST FOR QUOTATION
SOUTHERN OPEN-END SLUDGE AND SNOW REMOVAL

- 3.3.1 Equipment operator must be knowledgeable of and operate the equipment effectively and efficiently for the specified task.
- 3.4 All specified pumps shall be supplied with an operator by the vendor as part of the hourly rate for each specified pump. This hourly rate is for pumping hours only, no additional compensation will be made for set up and breakdown, mobilization, labor, fueling, maintenance, etc.
 - 3.4.1 Pump operator must be knowledgeable of the pumps and operate the pumps effectively and efficiently.
- 3.5 The Vendor shall make arrangements with the WVDEP/OSR for specified equipment to remain on site during the winter season and will be paid on a per unit monthly basis. On-site storage is required due to the amount of precipitation that occurs in the area. This alleviates the need for dozer transportation, thus reducing risk to the Vendor's equipment, equipment operator and the general public. The WVDEP/OSR shall assume no responsibility or security for storage or damage that may occur due to vandalism, an act of God or any other event/circumstance that would cause damage to the equipment.
 - 3.5.1 Maximum number of storage months shall be limited to five (5), during the winter months of the year, and may be less at the discretion of WVDEP/OSR. The vendor will be notified of the start of the five (5) winter month period by a WVDEP/OSR representative.
- 3.6 The vendor shall ensure that all snow removal equipment is kept in operable condition. This will ensure effective removal of snow and ensure that no damage occurs to roads, structures or other property. If damage occurs due to negligence, the vendor will be responsible for the damage incurred.

4. GENERAL REQUIREMENTS:

- 4.1. **Contract Items and Mandatory Requirements:** Vendor shall provide WVDEP/OSR with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 4.1.1. **Sludge and Snow Removal**

- 4.1.1.1 Contract services will be ordered by the Assistant Director of the WVDEP/OSR or his representative by issuance of a Work Directive, which shall include the name, permit number, site location, starting and ending dates, and the cost estimate (estimated quantity of work to be done, specified equipment, and materials to be used).

- 4.1.1.2 The Vendor shall acknowledge receipt and acceptance by signing,

dating and forwarding back to the Assistant Director or his representative, the Work Directive for the project requested. The cost estimate shall be in accordance with the unit prices provided in the solicitation response.

4.1.1.3 The Vendor shall not begin work until a signed Work Directive has been issued by the WVDEP/OSR.

4.1.1.4 Due to the nature of the work covered by this contract and the need for daily access to mine drainage treatment facilities, mobilization of snow removal equipment shall be made under all weather conditions and shall arrive promptly at requested time. Vendor shall be given a minimum 12-hour notice of expected mobilization time. Liquidated damages shall be assessed as stated in the Terms and Conditions.

4.1.1.5 Project costs shall not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification and approval from WVDEP/OSR.

4.1.1.6 Individual Work Directives shall not exceed \$25,000.00.

4.1.1.7 All equipment used shall be kept in operable condition at all times and be readily available.

4.1.1.8 The Vendor shall provide written work reports on any/all projects at the request of the Director of the WVDEP/OSR or an authorized representative. Work reports will provide information necessary to evaluate the overall project and may include, (but not be limited to): type of equipment on site, equipment hourly use readings, man hours utilized, details of specific work performed at the site, specific problems encountered at the site, start and end times and date(s) of service. Report form will be provided by WVDEP/OSR or approved for use by WVDEP/OSR prior to use and submittal. Work reports will be constructed to illustrate day-to-day activity on the project and provide all required criteria.

4.1.2 Crawler Dozer – Caterpillar D-8N or Equal

4.1.2.1 Dozer shall be minimum two hundred eighty-five (285) flywheel horsepower.

4.1.2.2 Dozer shall be equipped with a U-Type dozer blade.

4.1.3 Crawler Dozer - Caterpillar D-6H or Equal

4.1.3.1 Dozer shall be minimum one hundred sixty-five (165) flywheel horsepower.

4.1.3.2 Dozer shall be equipped with a straight or angle-type dozer blade.

4.1.3.3 Winter Storage Fee (stored on site)

4.1.3.3.1 Fee shall include on site storage of a dozer at a mutually agreed upon location by the Vendor and WVDEP/OSR representative within a five (5) mile radius of Anjean, Greenbrier County, West Virginia. Due to mining company and logging operations, some portions of the roads may be kept open and as a result the storage location may be subject to change.

4.1.4 Skid Steer Loader – Bobcat T190 or Equal

4.1.4.1 Skid steer loader shall be minimum sixty-six (66) horsepower.

4.1.4.2 Skid steer loader shall have hydraulic output of a minimum 16.96 GPM to a maximum 26.40 GPM.

4.1.4.3 Skid steer loader shall be equipped with a Bobcat SB200 72-inch snow blower or Equal.

4.1.4.3.1 Snow blower shall be a minimum seventy-two (72) inches wide.

4.1.4.3.2 Mobilization and demobilization shall be included in the hourly rate.

4.1.5 Motor Grader – Cat 120M2 or Equal

4.1.5.1 Motor grader shall be a minimum one hundred forty-five (145) flywheel horsepower.

4.1.5.2 Motor Grader shall be equipped with tire chains.

4.1.5.3 Winter Storage Fee (stored on site).

4.1.5.3.1 Fee shall include on site storage of motor grader at the WVDEP/OSR field office located approximately two (2) miles from Alton, Upshur County, West Virginia. Equipment will be stored at a mutually agreed upon location at this site by the vendor and WVDEP/OSR representative.

4.1.6 Pickup Truck with Snow Blade

4.1.6.1 Truck shall be a one (1) ton four-wheel drive.

4.1.6.2 Truck shall be equipped with tire chains.

4.1.6.3 Truck shall have a minimum eight (8) foot wide snow blade.

4.1.6.4 Plow shall be fitted with skid type runner shoes. Mushroom type shoe runners **are not** acceptable.

4.1.6.5 Mobilization and Demobilization shall be included in the hourly rate.

4.1.7 Hydraulic Excavator – Backhoe Long Reach – John Deere 790 ELC or Equal

4.1.7.1 Backhoe shall be minimum one hundred fifty-five (155) flywheel horsepower.

4.1.7.2 Backhoe shall have a capability of reaching minimum fifty-nine (59) feet at ground level.

4.1.7.3 Backhoe shall be equipped with a bucket of minimum 1.3 cubic yard capacity.

4.1.8 Articulated Truck - Caterpillar D250E or Equal

4.1.8.1 Truck shall be minimum two hundred sixty (260) flywheel horsepower.

4.1.8.2 Truck shall have a minimum twenty-five (25) ton capacity.

4.1.8.3 Truck shall have a sealed tailgate.

4.1.9 Tandem Axle Truck

4.1.9.1 Truck shall have a rear dump.

4.1.9.2 Truck shall have a minimum eight (8) to a maximum ten (10) cubic yard capacity.

4.1.9.3 Truck shall have minimum 35,000 GVW.

4.1.9.4 Truck shall have two hundred ten (210) flywheel horsepower.

4.1.9.5 Truck shall be equipped with a sealed tailgate.

4.1.9.6 Mobilization and demobilization shall be included in the hourly rate.

4.1.10 Tractor with Low Boy

4.1.10.1 Tractor with low boy shall be licensed for a minimum of 110,000 pounds. This item is intended for mobilization and demobilization of large equipment.

4.1.10.2 Vendor is responsible for obtaining all permits and fees necessary for legal transportation of equipment.

4.1.10.3 All other costs, including break-down and put-together costs of equipment will be included in the other items.

4.1.10.4 Hourly Rate will be paid one time in and one time out for each piece of equipment used on the project for which mobilization and demobilization is not included in the hourly rate.

4.1.11 Pressure Washer

4.1.11.1 Pressure washer shall be able to produce a flow rate of a minimum 2.5 GPM and produce a pressure of minimum 3,300 psi.

4.1.11.2 Pressure washer shall be provided with a minimum three hundred (300) gallon portable water tank, plumbed to provide water supply for the pressure washer when requested.

4.1.11.3 Pressure washer shall be provided with a jetter drain cleaning kit, including one hundred fifty (150) foot of jetter hose on projects when requested.

4.1.11.3.1 Jetter Drain Cleaning Kit must consist of ¼ inch Dyna Flex or equivalent jetter hose, ram, laser, and rotating nozzles, and all necessary fittings for use with the pressure washer.

4.1.11.4 Mobilization and demobilization shall be included in the hourly rate.

4.1.12 Trailer Mounted Water Pump

4.1.12.1 Water pump shall be six (6) inch diameter input and output gas or diesel (powered with trailer mounting).

4.1.12.2 Pump shall be capable of producing a minimum 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.12.3 Vendor shall provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.

4.1.12.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.13 Trailer Mounted Trash Pump

4.1.13.1 Trash pump shall be six (6) inch diameter input and output gas or diesel powered with trailer mounting and capable to pump up to three (3) inch solids.

4.1.13.2 Pump shall be capable of producing 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.13.3 Vendor shall also provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.

4.1.13.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.14 Trailer Mounted Trash/Sludge High Head and High Volume Pump – Godwin HL 5M Dri-Prime Pump or Equal

4.1.14.1 Pump shall be six (6) inch diameter input and output gas or diesel powered with trailer mounting and be able to pump up to three (3) inch solids.

4.1.14.2 Pump shall be capable of producing a minimum 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.14.3 Vendor shall also provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.

4.1.14.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.15 4 inch Trash Water Pump

- 4.1.15.1 Trash water pump shall be four (4) inch diameter input and output gas or diesel powered.
- 4.1.15.2 Pump shall be capable of producing 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.
- 4.1.15.3 Vendor shall also provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.
- 4.1.15.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.16 3 inch Trash Water Pump

- 4.1.16.1 Trash water pump shall be three (3) inch diameter input and output gas or diesel powered.
- 4.1.16.2 Pump shall be capable of producing a minimum 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.
- 4.1.16.3 Vendor shall also provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.
- 4.1.16.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.17 2 inch Trash Water Pump

- 4.1.17.1 Trash water pump shall be two (2) inch diameter input and output gas or diesel powered.
- 4.1.17.2 Pump shall be capable of producing a minimum 75% of the manufacturer's rated output (GPM) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.
- 4.1.17.3 Vendor shall also provide a minimum of one hundred (100) feet of suction line, a minimum of one hundred fifty (150) feet of discharge line and a secure float for each suction line upon request.

REQUEST FOR QUOTATION
SOUTHERN OPEN-END SLUDGE AND SNOW REMOVAL

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4.1.17.4 Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by WVDEP/OSR.

4.1.17.5 The pump will be equipped with an adjustable fire hose nozzle.

4.1.18 Laborer

4.1.18.1 Laborer shall include hand tools necessary for removal and reinstallation of baffle curtains when necessary for sludge removal. Laborer shall be supplied upon request.

4.1.18.2 Mobilization and demobilization shall be included in the hourly rate.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide WVDEP/OSR with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total bid amount as shown on the Pricing Pages.

Vendor must be able to provide all services and bid all line items.

5.2 Pricing Page: Vendor should complete the Pricing Pages by providing an hourly rate or unit price for each bid item and multiplying it by the estimated quantity to provide a total for each bid item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor must submit their Pricing Page with their submitted bid prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the

REQUEST FOR QUOTATION
SOUTHERN OPEN-END SLUDGE AND SNOW REMOVAL

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assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

5.2.1 If the Vendor is submitting an Equivalent Brand this information including Brand and Model Number must be submitted with their bid submission. Any product brochures to support vendor's product should be submitted with vendor's bid response. These brochures and any supporting documentation may be required before award of contract.

- 6. PERFORMANCE:** Vendor and WVDEP/OSR shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by WVDEP/OSR. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** WVDEP/OSR shall pay per hour rate, unit price, per each, and per month, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the WVDEP/OSR separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to WVDEP/OSR's facilities. In the event that access cards and/or keys are required:
 - 9.1** Vendor shall identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3** Vendor shall notify WVDEP/OSR immediately of any lost, stolen, or missing card or key.
 - 9.4** Anyone performing under this Contract will be subject to WVDEP/OSR's security protocol and procedures.
 - 9.5** Vendor shall inform all staff of WVDEP/OSR's security protocol and procedures.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. **Application is made for 5% vendor preference for the reason checked:**

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with **West Virginia Code** §5A-3-59 and **West Virginia Code of State Rules**.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: McCourt & Son Construction, Inc. Signed: James McCourt
Date: 1/7/17 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

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(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: McCourt & Son Construction Address: 5802 Centraliz Rd.
Sutton, W.V. 26601

Authorized Agent: Tommy McCourt Address: _____

Contract Number: DEP 1500000006 Contract Description: OSR Southern Shedge and
Snow Removal Open End.

Governmental agency awarding contract: WVDEP

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

See Attached AVS Report.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: Tommy McCourt

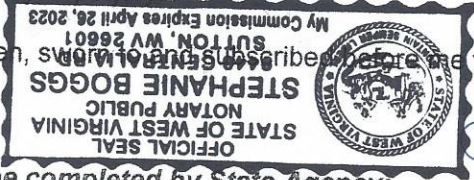
Date Signed: 11/7/17

Notary Verification

State of WV, County of Braxton:

I, Stephanie Boggs, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7 day of Nov, 17.

 Stephanie Boggs
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



AVS OFT Report - 7/26/2012 4:05:56 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (139788) Mccourt & Son Construction Inc

Parent Entity

(139788) Mccourt & Son Construction Inc
(139788) Mccourt & Son Construction Inc
(139788) Mccourt & Son Construction Inc
(139788) Mccourt & Son Construction Inc
(139788) Mccourt & Son Construction Inc
(139788) Mccourt & Son Construction Inc

Description

President
Shareholder
Secretary
Shareholder
Treasurer
Vice President

Related Entity

(139789) Tommy H Mccourt
(139789) Tommy H Mccourt
(139790) Lydia Mccourt
(139790) Lydia Mccourt
(139790) Lydia Mccourt
(139791) James C Mccourt

% Ownership

50%

50%

Begin Date

2/14/1982

2/14/1982

2/14/1996

2/14/1996

2/14/1996

2/14/1996

End Date

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: McCourt & Son Construction Inc.

Authorized Signature: Jimmy Miller Date: 11/17/17

State of WV

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 7 day of Nov, 2017.

My Commission expires Apr. 1 2020, 2023.



NOTARY PUBLIC

Stephanie Boggs

Purchasing Affidavit (Revised 07/07/2017)



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

STATE OF WEST VIRGINIA,

COUNTY OF Braxton, **TO-WIT:**

I, Tommy McCourt, after being first duly sworn, depose and state as follows:

1. I am an employee of McCourt & Son Construction, Inc.; and,
 (Company Name)
2. I do hereby attest that McCourt & Son Construction, Inc.
 (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: Tommy McCourt

Signature: *Tommy McCourt*

Title: President

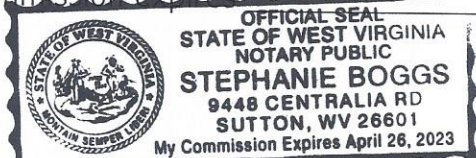
Company Name: McCourt & Son Construction, Inc.

Date: 11/7/17

Taken, subscribed and sworn to before me this 7 day of November, 2017.

By Commission expires April 26, 2023

(Seal)



Stephanie Boggs
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. When possible, please type your information onto this form to reduce errors on our end. NOTE: Signature and date this form is signed must be recent (within the last month) to be considered for a current bid.

Part A: General Information.

Business Name: McCourt & Son Construction Tax Payer ID No.: 55-06241840
Address: 5802 Centerville Rd
City: Sutton State: W.V. Zip Code: 26060 Phone: 304-765-5288
Fax No.: 304-726-5293 E-mail address: sboggs@lumos.net

Part B: Obtain an Organizational Family Tree (OFT) from the AVS.

If you plan to certify the existing AVS information or submit updates under part C, you must include an OFT. To obtain an OFT, you may contact the AVS Office at 800-643-9748 or from the AVS website at <https://avss.osmre.gov/>. Instructions on how to download an OFT from the AVS can be found at <http://www.osmre.gov/programs/AVS/aml-instructions.pdf>.

Part C: Certifying and updating information in the Applicant/Violator System (AVS).

Select only one of the following options, follow the instructions for that option, and sign below.

I, Tommy McCourt, have the express authority to certify that:
(Print name)

1. ☒ Our business is in the AVS and is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from the AVS to this form. Sign and date below and do not complete Part D.
2. ☐ Our business is in the AVS and needs to be updated. If you select this option, you **must** attach an Entity OFT from the AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. ☐ Our business needs to be added in order to confirm our eligibility to receive an AML Contract. If you select this option, you must provide all information required in Part D.

1/1/19
Date

Tommy McCourt
Signature

President
Title

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)
McCourt & Son Construction, Inc.
5802 Centralia Rd
Sutton, WV 26601

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of American
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
West Virginia Department of Environmental Protection
Office of Special Reclamation
1159 Nick Rayhall Greenway
Fayetteville, WV 25840

BOND AMOUNT: 5% of the amount of Bid

PROJECT:

(Name, location or address, and Project number, if any)
OSR Southern Sludge and Snow Removal Open End
CRFQ 0313 DEP1800000006

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of November, 2017

Stephanie B. Boyd
(Witness)

McCourt & Son Construction, Inc.

(Principal)

(Seal)

Jimmy M. C.
(Title) President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

Ray K. Boone
(Title) Attorney in Fact

(Witness)

TRAVELERS 

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

221770

Certificate No. 007027393

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Amanda Nelson, Mary K. Boone, and Mark A. Citrone

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2016.


Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

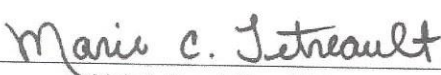
By:


Robert L. Raney, Senior Vice President

On this the 31st day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

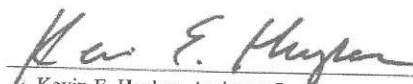
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

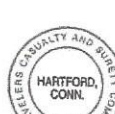
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001913

Classification:

MULTIFAMILY
EXCAVATION
STEEL ERECTION

MCCOURT & SON CONSTRUCTION INC
DBA MCCOURT & SON CONSTRUCTION INC
5802 CENTRALIA RD
SUTTON, WV 26601-3815

Date Issued

AUGUST 21, 2017

Expiration Date

AUGUST 21, 2018


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.