

NOTICE

Please note this electronic bid from Cues Inc. for the solicitation DEP2600000010 was received at the Purchasing Division office prior to the established bid-opening date and time on October 28, 2025, but did not load properly at the public bid opening. The SR ESR10272500000002788 failed to load the electronic bids due to the synchronization jobs between VSS and FIN did not run successfully. This response has since been loaded and is now posted.



Greg Clay

Assistant Purchasing Director

From: **Hope Fout** <hope.fout@wvoasis.gov>

Date: Wed, Oct 29, 2025 at 11:36 AM

Subject: Important Information Concerning Solicitations that closed on 10/28/25 and 10/29/25

To: toby.l.welch@wv.gov <toby.l.welch@wv.gov>, james.w.atkins@wv.gov <james.w.atkins@wv.gov>, john.w.estep@wv.gov <john.w.estep@wv.gov>, tara.l.lyle@wv.gov <tara.l.lyle@wv.gov>, lhaskins@wvda.us <lhaskins@wvda.us>, larry.t.workman@wv.gov <larry.t.workman@wv.gov>, joseph.e.hageriii@wv.gov <joseph.e.hageriii@wv.gov>

Cc: HelpDesk <HelpDesk@wvoasis.gov>, Finance Team <FinanceTeam@wvoasis.gov>

It has come to our attention that the synchronization jobs between VSS and FIN have not been running successfully since approximately 12:30 PM on October 28, 2025. You are receiving this notification because one or more of your solicitations closed during this timeframe.

Our team is actively investigating the issue and will provide an update once the synchronization has been restored.

In the meantime, please refrain from awarding any solicitations that closed during this period until the issue has been resolved.

Thank you for your patience and understanding.

Hope

Hope Fout

West Virginia Enterprise Resource Planning Board

1007 Bullitt St., Suite 400

Charleston, WV 25301

www.wvOASIS.gov

WV Enterprise Resource Planning Board

Notice: This e-mail message, including any attachments, contains information of the West Virginia State Auditor's Office (1900 Kanawha Boulevard, E, Building 1, Room W-100, Charleston, West Virginia 25305) that may be confidential; proprietary copyrighted and/or legally privileged and is intended solely for the use of the individual or entity named on this message. Any unauthorized review, use, disclosure or distribution of this email is prohibited. If you are not the intended recipient, please contact the sender by email, fax or telephone and destroy all paper and electronic copies of the original message.



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



Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1791981

Procurement Type: Central Purchase Order

Vendor ID: VS0000016640



Legal Name: CUES INC

Alias/DBA:

Total Bid: \$92,035.89

Response Date: 10/27/2025



Response Time: 14:45

Responded By User ID: mgonzalez7



First Name: Migdalia

Last Name: Gonzalez

Email: migonzalez@cuesinc.com

Phone: 3214005144

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2600000010

Published Date: 10/9/25

Close Date: 10/28/25

Close Time: 13:30

Status: Closed

Solicitation Description: PIPE CRAWLER

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1791981
Solicitation Description: PIPE CRAWLER
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-10-28 13:30	SR 0313 ESR10272500000002788	1

VENDOR
VS0000016640
CUES INC

Solicitation Number: CRFQ 0313 DEP2600000010
Total Bid: 92035.88999999999941792339086 **Response Date:** 2025-10-27 **Response Time:** 14:45:36
Comments: Please note that this is an alternate bid.

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pipe Crawler with Components	1.00000	EA	87950.890000	87950.89

Comm Code	Manufacturer	Specification	Model #
20143302			

Commodity Line Comments: Alternate Bid submitted

Extended Description:
Pipe Crawler with Components

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Training				3200.00

Comm Code	Manufacturer	Specification	Model #
20143302			

Commodity Line Comments: Training is \$1,600 per day

Extended Description:
Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Shipping	1.00000	EA	885.000000	885.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments:

Extended Description:
Shipping



SOLICITATION NO. CRFQ 0313 DEP2600000010

**State of West Virginia
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130**

Pipe Crawler

**Opening Date:
Tuesday, October 28, 2025
Time: 1:30pm**

DATE: October 22, 2025

BID PREPARED BY: Abby Burton

CUES
3600 Rio Vista Avenue
Orlando, Florida 32805
Phone: 407-849-0190
Toll Free: 800-327-7791
Fax: 407-425-1569
Email: salesinfo@cuesinc.com
Web site: www.cuesinc.com



3600 Rio Vista Avenue
Orlando, FL 32805
800-327-7791

October 24, 2025

State of West Virginia
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

RE: Pipe Crawler Bid – CRFQ 0313 DEP2600000010

Dear Josh Hager:

Enclosed is our bid for the Pipe Crawler and Components, we would like to thank you for giving us the opportunity to participate in your bid request.

The specification appears to be a specific detailed specification of one manufacturer of Portable TV Inspection systems. All manufacturers' equipment varies slightly in the manufacturing process and detailed specifications. Therefore, CUES is submitting an Alternate Bid that meets and/or exceeds the intent of the specifications and functional equipment requirements specified by the bid.

This bid for equipment to service your needs carries CUES total commitment. This commitment provides you with the finest quality equipment and service.

CUES is the largest supplier of TV and TV/Seal equipment in the country with over 10,000 systems in operation. CUES has been the largest manufacturer of this equipment in the world for the past 60 years. More municipalities and contractors use CUES' Systems than all other manufactured brands combined. Proven equipment performance and service have contributed greatly to this widespread acceptance of our systems.

We appreciate the opportunity to bid on your sewer inspection equipment.

Best regards,

CUES, Inc.

A handwritten signature in black ink, appearing to read 'Jerry Teichma', is written over a horizontal line.

Jerry Teichma
Chief Financial Officer



Table of Contents

Section 1		Bidder Qualifications
Section 2		Terms & Conditions
Section 3		Certificate of Insurance
Section 4		Bid Clarifications
Section 5		State of West Virginia Bid Documents
Section 6		CUES Bid Specifications
Section 7		Equipment Brochures

Section 1



CUES

The Leading Manufacturer of Pipeline Inspection & Rehabilitation Systems for
Over 50 Years

Established in 1964, CUES continues to be the industry leader in designing and manufacturing closed circuit television systems, used primarily for the inspection of wastewater collection and sewer line systems. CUES offers a broad line of video technology ranging from conventional video to fiber optic systems. CUES offers the ability to inspect pipe lengths ranging from 100 feet to 15,000 feet and from as little as 2 inches in diameter to 20 feet in diameter.

In addition to inspection equipment, CUES also designs, manufactures, and sells a broad range of pipeline rehabilitation equipment. These include chemical grouting systems capable of using a wide variety of grouting products. CUES also makes a complete line of lateral reinstatement cutting systems which permit the reinstating of laterals in mainline sewers after they have been relined with any of a wide variety of liner materials. For vertical wells and boreholes Cues has a full line of TV inspection equipment for viewing casings from 2" to 24" diameter.

Cues is not just a hardware manufacturer, but is a fully integrated supplier of turnkey systems including portable and custom designed vehicle borne systems engineered to operate on or off road. Cues builds over 100 custom vehicle systems per year to meet our individual customers needs including special power and other unique requirements.

Cues provides professional videotapes on system operation, safety and maintenance. We provide full time customer support and training by experienced professionals in the industry. Operator training schools are provided bi-monthly for users of TV inspection or chemical sealing CUES' emphasis on innovation and customer support have been rewarded by customers as the company continues to be the worlds largest supplier of this type equipment.

Diversity in the construction, sizes and materials of sewer lines requires a highly diverse and adaptive set of tools to efficiently gather pertinent data from which effective decision-making can take place. The interchangeability and flexibility provided with the CUES line of equipment continues to prove that continual investment in R&D, driven by field sourced requirements, produces cost effective reliable products.

With over \$10 Million in parts inventory, a broad range of emergency/loaner equipment, and virtually 24-hour on-call service support, the company is fanatical with respect to keeping its customers productive. This investment in support is reflected in the annual delivery of more than 250 systems. More importantly, CUES' high level of customer retention underscores this commitment to customer service. Evidence of this fact is the company's large base of installed equipment, which currently numbers in excess of 4,000 systems used by government and private entities throughout the world.

Headquartered in Orlando, Florida, the company operates its manufacturing and development operations from over 50,000 square feet of facilities. In addition, the company maintains facilities for sales, service and repair in California, Canada, and The Netherlands.

The CUES employee force is its key strength. Worldwide the company employs more than 188 people in full time positions. With dedication and focus, the CUES team is determined to further enhance the effectivity of inspecting and repairing critical wastewater pipelines.

The Cues product line, by design, offers the customer total flexibility in matching equipment to his individual need.

Section 2



CUES STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE AND GOVERNING PROVISIONS. No orders shall be binding upon CUES, INC. ("Seller") until accepted in writing by an authorized representative of Seller at its headquarters office or factory. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "TERMS") AND BUYER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THE TERMS. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON SELLER UNLESS SIGNED BY AN OFFICER OF SELLER. THE FAILURE OF SELLER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER BY SELLER OF THE TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY BUYER IN A PURCHASE ORDER OR OTHER DOCUMENT ARE NOT BINDING UPON SELLER, AND SELLER HEREBY EXPRESSLY OBJECTS THERETO.

LIMITED WARRANTY. Seller warrants that all parts, components, and equipment manufactured by Seller shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by Seller to the Buyer. Seller's obligation under this warranty is limited. Seller, at its option, may replace or repair any defective materials returned freight prepaid, to the Seller's designated service facility. For all warranty claims, the materials must be returned in accordance with Seller's Material Return Policy or as otherwise directed by the Seller. Buyer must notify Seller of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived. Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by Seller, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty. Seller does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Buyer assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment. This Warranty shall not apply to any materials, or parts thereof, which have; **(a)** been repaired or altered by anyone other than Seller without Seller's written consent; **(b)** been subject to misuse, abuse, negligence, accident, or damage; **(c)** not been installed or operated in accordance with Seller's printed instructions, or; **(d)** been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the



equipment. THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. Without limiting the generality of the foregoing, this exclusion from liability includes Buyer's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons. Seller neither assumes nor authorizes any person (including employees, agents, or representatives of Seller) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty. This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by Seller.

PATENTS AND TRADEMARKS. (a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods designed and sold by Buyer pursuant to Seller's proposal infringe any United States patent or trademark. Seller shall pay any damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the goods. In the event any goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE GOODS. (b) NOTWITHSTANDING THE FOREGOING, SECTION (a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO SELLER'S COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF BUYER OR THE USE OF GOODS OF SELLER IN COMBINATION WITH OTHER GOODS OR MATERIALS. Buyer shall defend and pay any damages awarded in such suit or proceeding.

DELIVERY AND DELAY. (a) Unless otherwise agreed to in a writing signed by Seller: (i) goods shall be delivered Ex Works Seller's premises (Incoterms 2010), with availability of goods to the carrier constituting delivery to Buyer; (ii) title to the goods and risk of damage or loss shall pass to Buyer upon loading of goods on the initial carrier at Seller's premises; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Buyer



of accurate and complete approved drawings and technical data. Seller shall not be liable for any delay beyond its reasonable control or caused by accident, bad weather, embargo, act of Buyer or third parties, labor disputes, national emergency, riots, non-delivery of suppliers, delays of carriers or delivery agents, inability to obtain labor, materials or manufacturing facilities, acts of God, or government restrictions, prohibitions or requirements. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. **REGARDLESS OF THE CAUSE, SELLER SHALL HAVE NO LIABILITY FOR PENALTIES OF ANY NATURE AS A RESULT OF A DELAY.** During any period of shortage due to the stated or similar causes, Seller may prorate its supply of material among its internal demand and its customers in whatever manner it chooses.

LIMITATION OF LIABILITY. (a) EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED UNDER SECTION 3 ABOVE, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OF OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR SELLER'S ACTS OR OMISSIONS, FOR: (i) INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, OR LOSS OF USE; OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER. (b) Any action by Buyer must be commenced within one year after the cause of action has accrued.

CHANGES, SUBSTITUTIONS, AND CANCELLATION. (a) Any material changes requested by Buyer are not effective unless accepted in writing by an authorized representative of Seller from Seller's corporate offices. Any changes accepted by Seller which affect the specifications or scope of work of an order shall be reflected in an updated purchase order and entitle Seller, as appropriate, to an adjustment to the price, delivery schedule, or other terms affected by such change. (b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. Details of design and construction in any proposal are approximate and subject to revision by Seller. If changes in performance of services or in materials, design, layout or arrangement of goods are desired or required by conditions of which Seller was unaware or which were unforeseen by Seller, the price is subject to revision. (c) Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges. In the event Seller accepts such cancellation for all or any part of the goods or services, Buyer shall be liable for the higher of: (i) 25% of the purchase price; or (ii) any loss incurred by Seller, including, without limitation, costs of engineering, reconditioning, labor, materials, overhead and profit margin.

APPROVALS, INSPECTION AND ACCEPTANCE. (a) Buyer's approval, or failure to disapprove, of drawings submitted hereunder constitutes Buyer's acceptance of equipment design, specifications and other data contained therein. (b) Inspection of goods at our plant by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller ten (10) days in advance. (c) The goods and services shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the goods and services, and written notice from Buyer of any defect has been received by Seller within forty-eight (48) hours of rejection of any equipment inspected at Seller's factory or, if no factory inspection has taken place, within thirty (30) days following any delivery of goods or performance of services; and (ii) Seller has been given by Buyer reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Buyer and Seller. (d) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.

PRICES, PAYMENT, AND CREDIT. (a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) are Ex-Works Seller's Premises (Incoterms 2010); (ii) do not include any domestic sales, use, excise, or similar taxes under existing or future laws (with Buyer to be charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (iii) are valid for sales for 45 days from the proposal date; and (iv) do not include costs for installation of goods. All quoted prices are in U.S. Dollars and are subject to correction for clerical errors. (b) Unless otherwise agreed in writing and subject to credit approval, payment terms shall be net 30 days from the date of shipment. (c) Pro-rata payments shall become due with partial shipments of goods or partial delivery of services. Seller shall charge 11/2% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing 30 days following the shipment date. Any delay in delivery or performance of an installment shall not relieve Buyer of its obligation to accept and make payment for remaining installments. If Buyer is notified by Seller that the goods are ready for shipment and there is an unreasonable delay in shipment for reasons beyond Seller's control (including Buyer's failure to provide shipping instructions), the date of completion shall be treated as the date of shipment for payment purposes, and completed goods shall be held at Buyer's risk of loss or damage, with Buyer paying all storage and insurance expenses. (d) Seller may, at its option, decline to deliver goods or provide services, except for cash, or stop goods in transit whenever, for any reason, Seller doubts Buyer's financial responsibility.



GOODS FOR EXPORT. If the ultimate destination of the goods is outside of the United States, Buyer shall designate such country on its purchase order. In the event that Buyer purchases goods for export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Seller shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action which would violate any anti-boycott, anti-corruption, or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action.

PROPRIETARY INFORMATION. Seller retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used by Buyer for any other purpose.

REV. 01/01/21

Section 3



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/21/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (312) 381-1000	FAX (A/C. No.):
INSURED CUES, Inc. SPX Technologies Inc 6325 Ardrey Kell Road Suite 400 Charlotte NC 28277 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Greenwich Insurance Company 22322	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570116308276**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RGE3002534 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			RAD9438921	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid #CRFQ 0313 DEP2600000010, Portable Main System, Job Location: West Virginia.

CERTIFICATE HOLDER**CANCELLATION**State of West Virginia
Attn: Purchasing Division
2019 Washington Street East
Charleston WV 25305-0130 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

570116308276
Certificate No :

Section 4



CUES



State of West Virginia
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Pipe Crawler Bid – CRFQ 0313 DEP2600000010

Bid Clarifications

The CUES Legal department requires us to include CUES' standard Terms and Conditions, as well as the statement below, for this CRFQ. The CUES Legal department is available after the CRFQ opening to discuss further details if needed.

We submit this on the basis that any resulting contract arising from Bid #DEP2600000010 will be read together with the CUES, Inc. Standard Terms and Conditions of Sale ("CUES Standard Terms"), which we incorporate herein by reference for this CRFQ. In the event of any conflict or inconsistency between the terms of this solicitation (or any resulting contract) and the CUES Standard Terms, the CUES Standard Terms shall prevail, except where superseded by mandatory State contracting requirements, specifically: Governing law and venue (West Virginia); and Arbitration clause (not applicable to State contracts). For the avoidance of doubt, the CUES Limitation of Liability, Indemnification, Delivery and Warranty provisions shall apply and shall not be excluded, limited, or superseded by any inconsistent language in the State's solicitation, purchase order, or contract form, unless expressly agreed in writing by CUES, Inc. To the extent permitted by law, both parties agree that any disputes arising under or in connection with this contract shall be resolved in a commercially reasonable manner without resort to jury trial, and each party knowingly and voluntarily waives any right to trial by jury in any proceeding relating to this agreement, to the fullest extent permitted by applicable law. All other terms of the State's solicitation shall apply to the extent they do not conflict with the CUES Standard Terms.

- Section - 3.1.2.11 - Rear-viewing camera with LED lighting.

Response: CUES does not offer this feature on our portable TV inspection system. The CUES C550 system uses an automatic cable retrieval and tension management design during reverse operations, providing safety and operational control equivalent to a rear-view camera.

Section 5



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1791981

Doc Description: PIPE CRAWLER

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-10-09	2025-10-28 13:30	CRFQ 0313 DEP2600000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : CUES, Inc.

Address : 3600

Street : Rio Vista Avenue

City : Orlando

State : Florida

Country : USA

Zip : 32805

Principal Contact : Jonathan Russell

Vendor Contact Phone: 407-550-0566

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 94-2691593

DATE October 24, 2025

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection to establish a contract for the one-time purchase of Pipe Crawler per the attached specifications and terms and conditions.

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pipe Crawler with Components	1.00000	EA	87,950.89	\$87,950.89

Comm Code	Manufacturer	Specification	Model #
20143302	CUES	C550 Large Standard Package with GNet	

Extended Description:
Pipe Crawler with Components

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Training	2 days		1,600.00	\$3,200.00

Comm Code	Manufacturer	Specification	Model #
20143302	CUES	C550 Large Standard Package with GNet	

Extended Description:
Training

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON US			ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON US		
	WV			WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Shipping	1.00000	EA	885.00	\$885.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:
Shipping

SCHEDULE OF EVENTS

Line	Event	Event Date
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	Document Phase	Document Description	Page 4
DEP2600000010	Final	PIPE CRAWLER	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. 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.

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.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 10/16/2025 @ 4:00 PM ET

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

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME: CUES, Inc.

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2600000010

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

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

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 or via delivery by mail).

Bid Opening Date and Time: 10/28/2025 @ 1:30 PM ET

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 Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

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

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

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

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

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

22. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

☐ **Other:** Contract Term specified in _____

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jacob Horacek, Regional Sales Representative

(Address) 3600 Rio Vista Avenue, Orlando, FL 32805

(Phone Number) / (Fax Number) 800-327-7791

(email address) jhoracek@cuesinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

CUES, Inc.

(Company)

(Signature of Authorized Representative)

Jerry Tejchma, Chief Financial Officer

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

321-400-5103

(Phone Number) (Fax Number)

Jerry.Tejchma@spx.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
PIPE CRAWLER

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection to establish a contract for the one-time purchase of Pipe Crawler.

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 Item”** means Pipe Crawler as more fully described by these specifications.

2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Controller**

3.1.1.1 Controller must be High Definition, color flat screen monitor.

3.1.1.2 Controller must have Daylight readable screen.

3.1.1.3 Controller must have sealed connector for interconnect cable to reel.

3.1.1.4 Controller must have Camera, tractor, and reel controls.

3.1.1.5 Controller must have Internal digital video recorder.

3.1.1.6 Controller must have Data display control module.

3.1.1.7 Controller must have Alphanumeric keyboard for video titling and report data input.

REQUEST FOR QUOTATION
PIPE CRAWLER

3.1.1.8 Controller must have storage/transportation case.

3.1.2 Camera

3.1.2.1 Camera must be Robust, environmentally sealed camera for use in live pipe, including:

3.1.2.1.1 Scratch-resistant lens window.

3.1.2.1.2 Camera impact protection.

3.1.2.1.3 Camera housing with non-corrosive metals.

3.1.2.1.4 Recessed fasteners & no camera protrusions.

3.1.2.2 Camera must have Zoom, Pan & Tilt features.

3.1.2.3 Camera must have multi-axis infinite rotation.

3.1.2.4 Camera must have integrated self-cleaning lens wiper system.

3.1.2.5 Camera must have Zoom with a minimum of 120X(10X optical & 12X Digital).

3.1.2.6 Camera must have Resolution with a minimum of 720x480.

3.1.2.7 Camera must have Resolution auto-focus with manual override.

3.1.2.8 Camera must have auto-iris with manual override.

3.1.2.9 Camera must be maintenance-free forward-facing white LED lighting.

3.1.2.10 Camera must be maintenance-free directional white LED lighting that follows the camera's field of view.

3.1.2.11 Must have a Rear-viewing camera with LED lighting.

REQUEST FOR QUOTATION
PIPE CRAWLER

3.1.2.12 Camera must have white balance optimization with selectable settings.

3.1.2.13 Camera must have high-sensitivity sensor for low-light applications.

3.1.2.14 Camera must have low-light level amplification feature.

3.1.2.15 Camera must have selectable continuous joint scan presets.

3.1.2.16 Camera must have preset view positions (6) Up, Down, Right, Left, Lat R, and Lat L.

3.1.2.17 Camera must have proportionately slowed movements when zooming.

3.1.2.18 Camera must have fast-check internal pressure monitoring system.

3.1.2.19 Camera must have on-screen diagnostic functions which include:

3.1.2.19.1 Camera internal pressure

3.1.2.19.2 Temperature

3.1.2.19.3 Operating hours

3.1.2.19.4 Internal power regulated voltage value

3.1.2.19.5 Camera model

3.1.2.19.6 Serial number

3.1.2.19.7 Firmware revision

3.1.2.19.8 Control error recognition

3.1.2.19.9 LED current value

3.1.2.20 Camera must have storage and transport case.

REQUEST FOR QUOTATION
PIPE CRAWLER

3.1.3 Camera Nitrogen Recharge Kit

3.1.3.1 Must include 1-liter minimum refillable high-pressure bottle.

3.1.3.2 Must include pressure gauge with regulator.

3.1.3.3 Must include at minimum 3-foot filling hose with appropriate valve connection.

3.1.4 Steerable self-propelled transporter

3.1.4.1 Transporter must work for a minimum of 6 inch to maximum 24 inch lines.

3.1.4.2 Must be tractor assembly with continuous duty drive motors.

3.1.4.3 Must have wheel kits to allow for inspection of specified pipe sizes listed above and type (HDPE, PVC, CMP, DI, Steel Concrete).

3.1.4.4 Must have remotely operated electric camera lifting mechanism.

3.1.4.5 Must have Fast-check pressure monitoring system.

3.1.4.6 Must have internal locating beacon.

3.1.4.7 Must have Storage and Transport Case.

3.1.4.8 Must come with Maintenance Parts set.

3.1.5 Large Line kit

3.1.5.1 Line Kit must allow for operation in pipe of a minimum of 48 inches.

3.1.5.2 Wheel kits must allow for inspection of specified pipe sizes and type (HDPE, PVC, CMP, DI, Steel Concrete).

3.1.6 Mobile Cable & Reel Assembly

3.1.6.1 Must have lightweight frame with casters and handles.

3.1.6.2 Must have drum and motor assembly with clutch and cable level wind assembly.

3.1.6.3 Must have sealed continuous contact collector assembly.

REQUEST FOR QUOTATION
PIPE CRAWLER

3.1.6.4 Must have Emergency hand crank arm and Emergency stop push button switch.

3.1.6.5 Must have a minimum of 950 feet of lightweight low friction multi-conductor cable.

3.1.6.6 Must have AC power switch.

3.1.6.7 Must have universal power input plug with cord.

3.1.6.8 Must have cable guide roller that is removable and hand mounted.

3.1.7 Cable Manhole Guide System

3.1.7.1 Must have Manhole top roller assembly

3.1.7.2 Must have insertion and extraction pole assembly and tractor adapter

3.1.7.3 Must have quick lock extension poles and must be fiberglass.

3.1.7.4 Must have tiger tail bottom cable guide.

3.1.8 Extended Interconnect Cable & Hub Assembly

3.1.8.1 Must have cable reel to all-in-one controller.

3.1.8.2 Must be a minimum of 6 feet.

3.1.9 Laptop Computer Interconnect Cable Kit

3.1.9.1 Must be a minimum of 6 feet.

3.1.10 WinCan Software or Equal

3.1.11 Operation/Maintenance & Spare Parts Manual

3.1.12 Maintenance Tool Kit

3.1.12.1 Must include all tools necessary to disassemble & reassemble interchangeable parts.

3.1.13 One-Year Manufacturer's Warranty

3.1.13.1 Warranty must be included, must be free of defects in materials & workmanship,

REQUEST FOR QUOTATION
PIPE CRAWLER

effective from completion of training.

3.1.14 Training

3.1.14.1 Must include One (1) day of onsite training for two (2) WVDEP personnel at the WVDEP Fairmont Office on how to use the system and software.

3.1.15 Shipping

3.1.15.1 Shipping/Freight must be included with the bid.

CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a price for each item listed. 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.

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

4. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 90 days after receiving a purchase order. Contract Items must be delivered to Agency at **WV DEP 1000 Technology Drive, Suite 3220 Fairmont, WV 26554.**

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

REQUEST FOR QUOTATION
PIPE CRAWLER

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

REQUEST FOR QUOTATION
PIPE CRAWLER

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Section 6

1 C550 FLEXITRAX LARGE STANDARD PACKAGE for 8" to 36" pipe

- 1 C550 Powered Drum A 305m (1000 Ft) Cable W/Swivel
- 1 Cable Assembly Mains P350 USA, NEMA 515
- 1 6" Tractor Assembly
- 1 P356 Strap Bracket Kit
- 1 C550c Command Module
- 1 C550 Pendant Controller
- 1 Pan/Tilt Zoom Camera
- 1 Large Power Elevator
- 2 Medium Wheel Set (No Adaptors Required)
- 2 Dual Large Pneumatic Wheel Set
- 1 Stack Adapter Assy 170 Pneumatic Wheels 4Off
- 4 3" Small Grit Wheel
- 1 R W Adaptor P354 65mm Wheel 6" RL
- 4 4" PVC Large Grit Wheel
- 1 R W Adaptor P356 105mm Wheel 8" RL
- 1 8W Light Head
- 1 Top Roller Manhole
- 1 Downhole Roller NonCoated
- 3 Pole Extension Aluminum 72"
- 1 Tube Adaptor for Downhole Pole
- 50 Rope for Cleats
- 1 Hook Attachment
- 1 1m Link Cable
- 1 Accessory BagCUES Grey
- 1 Key Ball End Metric Set
- 1 50 mL Grease
- 1 C550 Cable Blanking Tow Eye
- 1 Mains Lead USA

1 356 COMPACT CRADLE for centered inspection up to 53" pipes US

1 CUSTOMER SUPPLIED - LAPTOP (NOT SENDING INTO CUES)

1 GraniteNet Inspection Basic Kit

GraniteNet Basic captures a wide array of data and video from robotic transporters deployed in pipelines. It is highly specialized and customizable, yet simple enough for users to learn to operate quickly.

GraniteNet has many advantages which are critical to deploying a comprehensive Capacity Assurance, Management, Operation, and Maintenance program (CMOM) that is aligned with Federal regulations. Below are some of the key features offered by the software:

- Asset based architecture
- Dynamic pipe graphs are navigable to any observation within the inspection
- CD/DVD burning
- Synchronization
- Out-of-the-box Reporting
- Reports available in HTML, ASCII and PDF formats along with the standard printed reports
- Built-in functionality to email reports
- Unlimited still images can be captured (dependent upon hard drive space)
- User customizable forms and mandatory fields can be specified to meet client specifications
- Built in synchronization mechanism to allow precise data aggregation
- The ability to take additional still images (snapshots) during playback in the truck or the office
- Tasks can be assigned and managed throughout the system

The Basic Inspection Package includes the following components: GraniteNet Basic, Main Inspection Module, Analog Video Recording Module Mainline, Video Indexing Module, Titling, Distance Acquisition, Still Image Capture Module, and Data Transfer.

1 GraniteNet Inspection Basic Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have as well as including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

**Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees*

***Certain elements of the support plan requires internet access*

Support Terms and Conditions:

CUES GraniteNet Support Terms and Conditions available in the following link: <https://supportterms.granitenetweb.com>

These terms and conditions are specifically aligned with the scope of services outlined. It is CUES expectation that upon receipt of a corresponding Purchase Order, these Terms will prevail in the event of any conflict. During any Subscription Term, Provider shall have the right, in its sole discretion, to increase the Support Fees by up to five percent (5%) for any Renewal Subscription Term by providing Subscriber with at least thirty [30] days' notice before the end of the then-current Subscription Term.

1 2 DAYS FIELD TRAINING FOR ID SYSTEM

1 SMALL UNIT SHIPPING AND HANDLING

- 1 Laptop Computer Interconnect Cable Kit - included

Section 7

PEARPOINT 

flexitrax™ P550c

Comprehensive. Convenient. Connected.

Portable video inspection for drainage, water and plumbing networks



SPX 

Portable, modular pipeline inspection – designed with you in mind

Inspect pipes faster to complete more surveys each day

- The intuitive interface is quick to set up and simple to operate.
- Dedicated function keys make it easy to use.
- Built-in rechargeable batteries lasting all day.

Stay connected

Reports are ready to share as soon as your survey is complete.

- WiFi connection for sending reports via DropBox or email.
- Advanced connectivity with USB, HDMI and ethernet, making it easy to view and export your data.
- Video streaming to nearby devices.

A suite of reporting formats

Expand your client base by offering a variety of tailored surveys through;

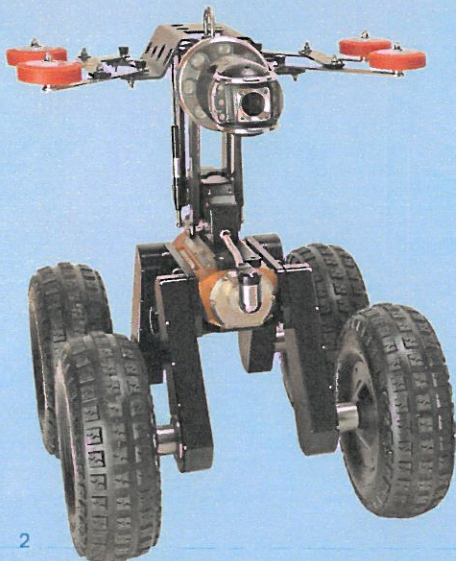
- Integrate with Cues GraniteNet software to create NASSCO standard compliant reports including PACP, LACP, and MACP.
- Basic reports.

Customised solutions

- Modular by design, the flexitrax P550c system can be paired with a range of products and accessories.
- Our solution gives you flexibility when you need it, enabling you to survey pipes from 1¼"/32mm to 60"/1500mm.

Crawlers

The two crawlers enable you to center your camera across a wide range of pipe sizes.



Auxiliary lighthead
for additional light in
large or dark pipes



P356 crawler
Center in pipes
from 6"/150mm
to 60"/1500mm

P354 crawler
Center in pipes
from 4"/100mm
to 12"/305mm

flexitrax P550c controller



Alerts for WiFi and battery status

High resolution
12.1"/307mm screen

IP55 ingress
protection open
and closed

Regional keyboard
layouts available

Dedicated buttons for
shortcuts to commonly
used functions



Convenient
cable-tidy
hooks

Connectivity: USB, HDMI,
WiFi, ethernet, audio
and analog video in



Fingertip control of
drum/crawler/camera/light
with joysticks and
control buttons

Drums



Powered drum can be fitted
with up to 1000'/305m of cable

Manual drum

If you need a more
portable solution, the
manual drum can help
you reach access
points beyond the
range of your vehicle

PSU (power supply) for manual drum



Easier



Faster



Simpler

Easier. Faster. Simpler.

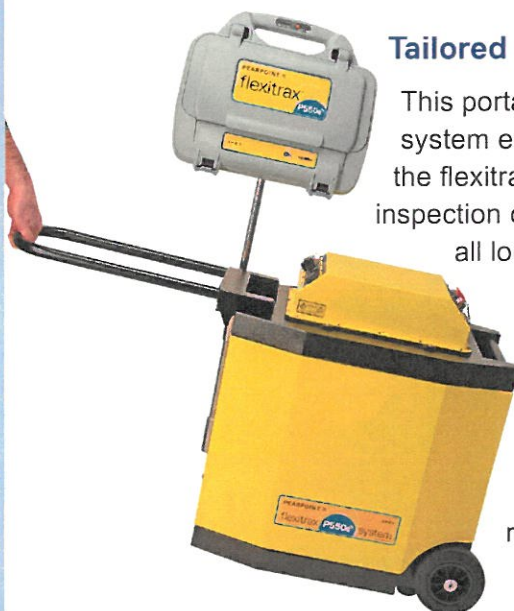
The flexitrac P550c is designed around simplicity of operation. Ready to use in 30 seconds from powering on, it requires minimal training to operate, letting you concentrate on pipe inspection.

A large 12.1"/307mm HD, daylight visible screen combined with full-size keyboard and dedicated function keys guide you through the survey process, making the system faster and easier to use.

Built in is a high capacity internal lithium-ion battery, providing power for up to a full day's typical usage, and 128Gb of solid state memory, sufficient for over 90 hours of video recording.

Tailored solutions

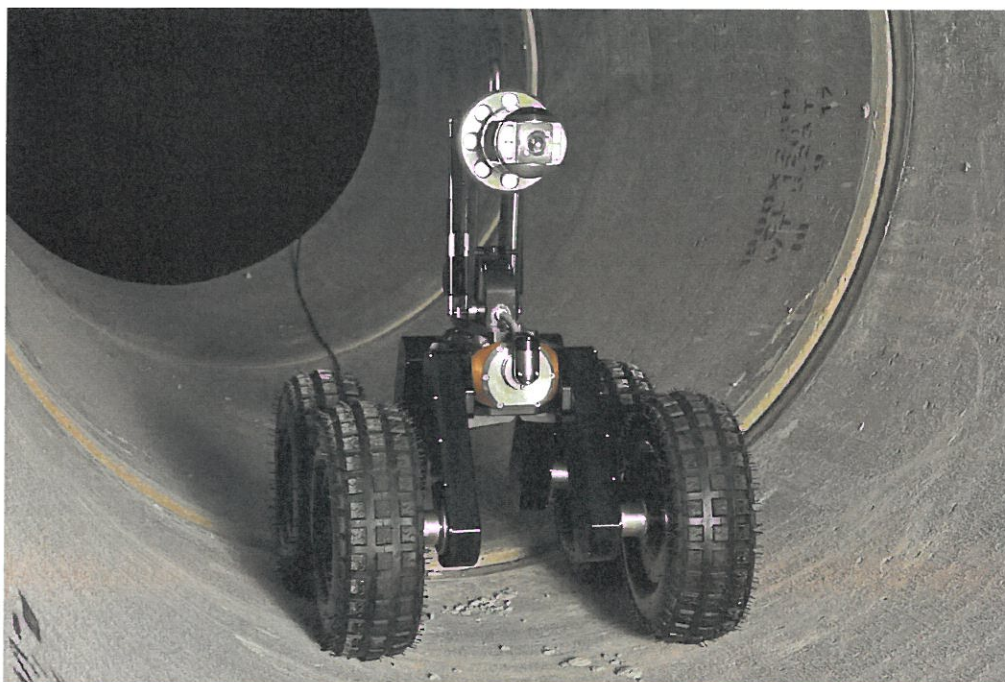
This portable and modular crawler system enables operators to customise the flexitrac P550c solution for the inspection of a vast range of pipes, in all locations.



The flexitrac P550c can be readily transported and easily wheeled onto site through our rugged, ergonomic design, allowing you to reach access points beyond the range of your vehicle.

Survey an extensive range of pipes

Survey pipes as small as 1 1/4"/32mm or as large as 60"/1500mm.



Comprehensive

Reporting

Use GraniteNet software to integrate the flexitrac P550c to your asset inspection, decision support, and work management program.

Additionally, the flexitrax P550c has complete on-board reporting capabilities and connectivity, quickly delivering content-rich survey reports to you and your customers. Creating a comprehensive report is quick and easy;



Convenient

1 Choose the reporting template

Use customisable report templates for each occasion using customizable observation codes.

2 Complete the survey

Enter your survey details using a tactile, full-size keyboard. Dedicated and context-sensitive function buttons guide you through the survey process.

3 Distribute the report

Share reports, images and video as soon as your survey is complete via DropBox or email*. Alternatively you can export a report to a USB stick or stream videos to a nearby device.

(*WiFi access point required, such as mobile phone, tablet or dongle)



Connected



Accessories and Options

When building your flexitrax P550c solution, centering your camera in the middle of the pipe is key. Once the drum and crawler system have been chosen, enhance your pipeline inspection capabilities by incorporating our expert range of accessories to meet the demands of the various pipes you are working in.

Wheels

Select from a range of small, medium or large wheels and/or spacers to suit your pipe size and terrain.



Elevators

Both manual and powered elevators are available, for centered inspection up to 36"/900mm.



Other accessories are available.

Pushrods

A choice of pushrod reels of varying length and flexibility can be connected to the flexitrax P550c system. Use a pushrod to survey pipes as small as 1 1/4"/32mm.



Cameras

Choose from three camera models; Forward view only, Pan and Tilt or Pan and Tilt, with 10 x optical zoom.



Cradle

Combine the cradle and elevator together with the large crawler for centered inspection up to 60"/1500mm.



Locator

Combine your P550c flexiprobe system with the CUES Accupoint locator to pinpoint your camera's location and depth.

Guidance mode helps you trace your target with user-friendly visual and audio guides, while Peak+ mode with Guidance Arrows specifically target the needs of CCTV inspection system users.



The flexitrax P550c crawler system is fully compatible with Pearpoint's flexiprobe™ P540c, C540c and P340 range.

Specifications

flexitrax P550c	
Battery capacity	Internal Li-Ion Battery (4S2P) - 14.68V, 6.4Ah (93.95Wh)
Battery run-time	Up to one day's typical usage, 7.5hrs view only/5hrs continuous recording*
Cameras	Forward View with 120 Lumen LEDs Pan/Tilt with 210 Lumen LEDs Pan, Tilt and 10 x optical Zoom with 420 Lumen LEDs
Connectivity	USB 2.0 (x3), HDMI video out, analog video in (PAL/NTSC), headphones out, microphone in, rod/camera/drum connectivity and 802.11 b/g/n WiFi
Construction	High impact ABS and powder-coated, zinc-plated mild steel
Controllers	flexitrax P550c command module with integrated joysticks to control the camera and crawler Optional pendant controller for deployment phase
Dimensions	17.5" x 15.2" x 6.1"/445mm x 385mm x 155mm
Display	12.1"/307mm, 1280 x 800 color LCD
Drums	Manual drum or powered drum, with cable length options from 500' to 1000' / 150m to 305m
Environmental Protection	flexitrax P550c controller: IP55 Power supply / charger: IP54 rated for indoor use
Input power requirements	10-30V, 60W
Power sources	Power from drum, external mains PSU or internal battery
Power supply	Mains input 100-240VAC, 50-60Hz, 1.7A DC output 16V, 3.75A, 60W
Recording formats	Video: H.264, Audio: MP3, File format: MP4
Report File Formats	Basic reports, MSCC3 & 4: docx MSCC5: docx or Xml WinCan: Xml Video: MP4 Image: JPEG
Storage	Integral 128Gb and support of USB flash storage
Temperature	Storage: 4°F to 176°F / -20°C to +80°C Operating: 14°F to 122°F / -10°C to +50°C Charging: 32°F to 104°F / 0°C to +40°C
Weight	16lb / 7.25 kg
Wheels	Small, medium and large solid rubber and large pneumatic for conventional/silted pipes Rasp wheels for smooth/relined pipes

*May vary depending on power management settings chosen, ambient conditions, accessories attached, recording time and other factors

READY TO GET STARTED

Visit www.pearpoint.com



Visit www.cuesinc.com

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As the world's leading manufacturer of water, wastewater, and stormwater inspection equipment, CUES provides the necessary tools for both pipeline inspection and repair. For 50+ years, CUES has manufactured the most rugged and reliable pipeline inspection equipment in the industry.

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