



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: 785860
Solicitation Description: Large Crane Rental/Lease With Operator - Statewide -6621C021
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-11-04 14:30	SR 0803 ESR11042000000003386	1

VENDOR
 VC0000044921
 CAPITAL CITY GROUP INC

Solicitation Number: ARFQ 0803 DOT2100000014
Total Bid: 0
Response Date: 2020-11-04
Response Time: 14:13:11
Comments:

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis
 304-414-6859
 tina.l.lewis@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	Bridge cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101619			

Commodity Line Comments:

Extended Description:

Bridge cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Track cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101620			

Commodity Line Comments:

Extended Description:

Track cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	All terrain cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101621			

Commodity Line Comments:

Extended Description:

All terrain cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Rough terrain cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101622			

Commodity Line Comments:

Extended Description:

Rough terrain cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Tower cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101623			

Commodity Line Comments:

Extended Description:

Tower cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Hydraulic truck cranes	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101624			

Commodity Line Comments:

Extended Description:

Hydraulic truck cranes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Gantry crane	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
24101654			

Commodity Line Comments:

Extended Description:

Gantry crane

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Crane rental service	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
72154503			

Commodity Line Comments:

Extended Description:

Crane rental service

Large Crane Rental/Lease with Operator

Attachment A (ATT A) - Pricing Pages Vendor Should Type in Proposed Pricing

8/3/2020

ARQM DOT

Crane Description	Large Crane Offered for Lease/Rental Crane Manufacturer's Name	Maximum Capacity in Tons	Boom Type: Telescopic (T) / Lattice (L)	Main Boom Length	Max Tip Height	Lift Weight	Lift Radius	Lease/Rental Period (based on 10 hr day)			Idle Machinery Rental Period (based on 7 hr day)			Large Crane Assembly Fee (one-time)	Large Crane Disassembly Fee (one-time)	Mileage (To & From) \$/ Mile
								\$/Day	\$/Week	\$/Month	\$/Day	\$/Week	\$/Month			
ALL-TERRAIN CRANE 170 - 200 T	Tadano ATF 160G-5	210	Telescopic (T)	196	207	243000	180	4,530	22,650	90,600	2,030	10,150	40,600	1,700	1,700	10
ALL-TERRAIN CRANE 200 - 250 T	Tadano ATF 220G-5	250	Telescopic (T)	223	235	237000	210	5,130	25,650	102,600	2,450	12,250	49,000	2,220	2,220	11
ALL-TERRAIN CRANE 250 - 300 T	Liebherr LTM 1250-5.1	300	Telescopic (T)	197	208	551000	190	5,430	27,150	108,600	2,660	13,300	53,200	2,830	2,830	12
ALL-TERRAIN CRANE 300-350 T	Liebherr LTM 1300-6.1	360	Telescopic (T)	256	265	661000	240	6,130	30,650	122,600	3,150	15,750	63,000	3,470	3,470	13
ALL-TERRAIN CRANE 350 - 400 T	Liebherr LTM 1300-6.1	360	Telescopic (T)	256	265	661000	240	6,130	30,650	122,600	3,150	15,750	63,000	3,470	3,470	13
ALL-TERRAIN CRANE 400 - 450 T	Grove GMK7550	550	Telescopic (T)	197	208	1100000	180	7,130	35,650	142,600	3,850	19,250	77,000	5,920	5,920	16
ALL-TERRAIN CRANE 450 T or Greater	Grove GMK7550	550	Telescopic (T)	197	208	1100000	180	7,130	35,650	142,600	3,850	19,250	77,000	5,920	5,920	16
CONVENTIONAL TRUCK CRANE 170-200 T	No Bid															
CONVENTIONAL TRUCK CRANE 200 T or Greater	No Bid															
CRAWLER CRANE 170 - 200 T	Manitowoc 777 II	200	Lattice (L)	270	278	350000	185	2,930	14,650	58,600	910	4,550	18,200	8,360	8,360	20
CRAWLER CRANE 200 - 250 T	Manitowoc 14000	220	Lattice (L)	292	300	440000	210	3,080	15,400	61,600	1,015	5,075	20,300	8,480	8,480	21
CRAWLER CRANE 250 - 300 T	Manitowoc 999 III	275	Lattice (L)	300	308	515000	230	3,280	16,400	65,600	1,155	5,775	23,100	8,640	8,640	23
CRAWLER CRANE 300-350 T	Manitowoc 2250 III	300	Lattice (L)	300	308	600000	245	3,730	18,650	74,600	1,470	7,350	29,400	13,500	13,500	32
CRAWLER CRANE 350 - 400 T	Manitowoc MLC300	372	Lattice (L)	334	340	660000	255	4,880	24,400	97,600	2,275	11,375	45,500	19,840	19,840	43
CRAWLER CRANE 400 - 450 T	Manitowoc MLC 300 VPC-MAX	440	Lattice (L)	382	391	695000	275	5,780	28,900	115,600	2,905	14,525	58,100	21,280	21,280	53

Large Crane Rental/Lease with Operator

Attachment A (ATT A) - Pricing Pages Vendor Should Type in Proposed Pricing

8/3/2020

AROM DOT.....

Crane Description	Large Crane Offered for Lease/Rental Crane Manufacturer's Name	Maximum Capacity in Tons	Boom Type: Telescopic (T) / Lattice (L)	Main Boom Length	Max Tip Height	Lift Weight	Lift Radius	Lease/Rental Period (based on 10 hr day)			Idle Machinery Rental Period (based on 7 hr day)			Large Crane Assembly Fee (one-time)	Large Crane Disassembly Fee (one-time)	Mileage (To & From) \$/ Mile
								\$ /Day	\$ /Week	\$ /Month	\$ /Day	\$ /Week	\$ /Month			
CRAWLER CRANE 450 T or Greater	Manitowoc MLC650	650	Lattice (L)	426	432	1433000	310	10,380	51,900	207,600	6,125	30,625	122,500	42,960	42,960	91
GANTRY CRANE SYSTEM 170 - 200 T Hydraulic																
GANTRY CRANE SYSTEM 200 - 500 T Hydraulic																
GANTRY CRANE SYSTEM 500 T or Greater Hydraulic																

Specialized Rigging Equipment	Large Crane Offered for Lease/Rental With Operator Equipment Manufacturer's Name	Maximum Capacity in Tons	Boom Type: Telescopic (T) / Lattice (L)	Main Boom Length	Max Tip Height	Lift Weight	Lift Radius	Lease/Rental Period (based on 10 hr day)			Idle Machinery Rental Period (based on 7 hr day)			Mileage (To & From) \$/ Mile	
								\$ /Day	\$ /Week	\$ /Month	\$ /Day	\$ /Week	\$ /Month		

Special Site Preparation for Large Crane Use	
Specify Type of Prep Work	\$ /Hour

Vendor Base Location(s):
Morgantown, WV

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Operations Division

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. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.

3A. BID SUBMISSION: A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: 6621C021-Large Crane Rental/Lease With Operator - Statewide

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFQ DOT2100000014

BID OPENING DATE: 11/04/2020

BID OPENING TIME: 2:30PM

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. 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.

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

7. 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.

8. 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, or the fee then assessed by said Division, if applicable.

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

10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 therefore

unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

2.4. "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.

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

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

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited.

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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

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

Other: See attached.

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

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

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

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

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

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

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

7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All items checked below must be provided to the Agency by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Agency prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____. 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.

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

12. 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.

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

14. 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.

15. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

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

17. 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.

18. COMPLIANCE: 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.

19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

20. 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.

21. 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.

22. 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.

23. 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 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.

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

25. 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.

26. 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.

27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

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

<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

30. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

38. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

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

Capital City Group, Inc.
(Full Company Name)

[Signature]
(Authorized Signature)

Brian Gibson President
(Print or Type Name and Title of Signatory)

614-545-9930
(Phone Number)

614-715-8474
(Fax Number)

bgibson@ccgroup-inc.com
(Email address)

11/4/20
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT 2,000,000/14

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

None-02

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.

Carroll City Group, Inc
Full Company Name

[Signature]
Authorized Signature

11/4/20
Date

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

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide Large Crane Rental/Lease with Operator for use at locations throughout the state of WV.

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”, “Contract Items” or “Equipment”** means the list of items identified for rental/lease in Section 3 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Attachment A (ATT A) and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **“Large Crane”** used throughout this Solicitation means crane manufactured with a lift capacity of 170 tons or greater.
 - 2.6 **“Rental/Lease”** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, with the equipment operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
 - 2.6 **“Contractor”, “Vendor” or “Equipment Owner”** is an enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation are interchangeable.
 - 2.7 **“Standard Specs”** means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.
 - 2.8 **“Emergency Work”** means work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such, at a minimum, by the WVDOH District Engineer or their designee.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Capitol City Group Inc Address: 2299 PERFORMANCE WAY
LOUISVILLE KY 40207

Name of Authorized Agent: Brian Gibson Address: same

Contract Number: _____ Contract Description: CRANE SERVICE

Governmental agency awarding contract: WV DOT

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: Brian Gibson Date Signed: 11/4/20

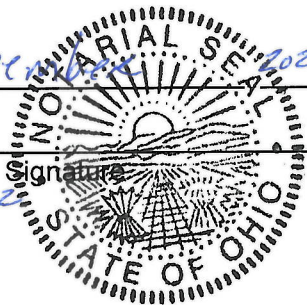
Notary Verification

State of Ohio, County of Franklin:

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

Taken, sworn to and subscribed before me this 4th day of November, 2020.

Shane E. Melton
Notary Public's Signature
My Commission Expires: 12/24/22



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

3. GENERAL REQUIREMENTS:

- 3.1** The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment B (ATT B) Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

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

3.2.1 Large Crane Rental/Lease with Operator: The Vendor shall rent/lease Large Crane, with Operator, to the WVDOH per the day, week and/or month per Section 3.2.6.

3.2.1.1 The Pricing Pages, Attachment A (ATT A), shall provide a description of each piece of equipment the WVDOH is requesting. The Vendor shall provide with each proposed piece of equipment the Manufacturer's Name. The Vendor shall also provide the maximum lift capacity of the equipment in tons, boom type, main boom length, maximum tip height, maximum lift weight and lift radius, where applicable.

3.2.1.2 Large Crane Rental/Lease with Operator shall be quoted for periods of one day or greater when machinery is in-use as per Section 3.2.6 Rental/Lease Periods.

3.2.1.3 Large Crane Rental/Lease with Operator shall also be quoted for idle periods of one day or greater, as per Section 3.2.7 Idle Machinery Rental Periods.

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

3.2.1.4 Vendor shall factor into the Large Crane Rental/Lease with Operator any fuel, maintenance, and labor needed for the operation of the proposed equipment as well as any auxiliary equipment required.

3.2.2 Special Site Preparations: The Vendor shall perform a site appraisal to assess the DOH jobsite to ensure site is appropriate for large crane assembly and use prior to the delivery of the Contract Item.

3.2.2.1 On the Pricing Pages, Attachment A (ATT A), the Vendor should specify the type of Special Site Preparations which the Vendor may require to ensure that the WVDOH jobsite is suitable for large crane assembly and use.

Special Site Preparations proposed by the Vendor shall include labor and materials and shall be proposed on a per hour basis.

3.2.2.2 Vendor must notify the WVDOH in writing, after site appraisal, of any proposed Special Site Preparations. Vendor shall include the estimated number of Special Site Preparation hours needed to complete the proposed preparations.

3.2.2.3 WVDOH shall determine whether WVDOH should perform Special Site Preparation, at its own expense, or if the Vendor should perform Special Site Preparation.

3.2.2.4 The WVDOH must approve any proposed Special Site Preparations, in writing, prior to the delivery of Contract Items.

3.2.3 Delivery, Assembly and Disassembly: To meet the immediate needs of the WVDOH, Vendor shall deliver and assemble needed equipment so that it is ready for use upon notice by the WVDOH, per Section 7.1, "Delivery Time" of these specifications.

3.2.3.1 Assembly Fee: The Large Crane Assembly Fee is a one-time fee for the site appraisal, crane mobilization, delivery, and equipment assembly, and shall include any auxiliary vehicles, equipment, and labor required to prepare the Contract Item for use on the DOH jobsite. Assembly time shall not calculate towards Rental/Lease time nor overtime calculation.

3.2.3.2 Mileage: Vendor shall propose the mileage rate, per mile, for the transport of the Contract Item and any auxiliary vehicles or equipment from the Vendor's base location to the WVDOH

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

jobsite. Mileage shall include all costs associated with the delivery of contract items, including hauling permits and Traffic Monitors. Proposed mileage rate will also be used to calculate the return of the Contract Item from the WVDOH jobsite to the to the Vendor's base location.

3.2.3.3 Disassembly Fee: The Large Crane Disassembly Fee is a one-time fee for the dismantling and crane mobilization for return to the Vendor's base location. The Disassembly fee shall include any auxiliary vehicles, equipment, and labor needed for the return of Rental/Lease equipment. Disassembly time shall not calculate towards Rental/Lease time nor overtime calculation.

3.2.4 Specialized Rigging Equipment: On the Pricing Pages, Attachment A (ATT A), the Vendor shall specify each proposed piece of Specialized Rigging Equipment offered as well as the equipment's Manufacturer's Name.

3.2.4.1 The need for Specialized Rigging Equipment should be identified at the time of the site assessment and communicated to the WVDOH.

3.2.5 All successful Vendors **shall** furnish proof of a WV General Contractor's License per Section 8, Required Documents, of the "General Terms and Conditions" prior to a contract being awarded to that Vendor.

3.2.6 Rental/Lease Period: Quoted rates for Large Crane Rental/Lease with Operator shall be for rental/lease days, weeks, and/or months.

A lease/rental day is a day of agency possession of equipment during which it is not down for four hours or more during the normal work period. NOTE: Days on which a piece of equipment is down for normal maintenance or repair for four hours or more during the normal work period shall be considered a day of downtime and shall not be considered a day of rental/lease.

A rental/lease day is for one calendar day including Saturdays, Sundays and Holidays.

A rental/lease week is seven rental/lease days, including Saturdays, Sundays and Holidays.

A rental/lease month is thirty rental/lease days including Saturdays, Sundays and Holidays.

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

The date of official receipt of rented/leased equipment, assembled and ready for use by the WVDOH, as described in Section 7.1.1 Acceptance, Beginning of Rental/Lease Period, shall be considered the first day of rental/lease. The date of last use as directed by the WVDOH shall be considered the last day of the rental/lease.

3.2.7 Idle Machine Rental/Lease Period: Quoted rates are for periods when Rental/Lease Equipment is idle at the direction of WVDOH. Such idle time may be due to WVDOH project needs, WVDOH materials delays, or due to WVDOH non-working days. The Idle Machine Rental/Lease Period shall be invoiced for no less than one day.

An Idle Machine Rental/Lease day is for one calendar day including Saturdays, Sundays and Holidays. For rental/lease and overtime calculations, one Idle Machine Rental/Lease day is equivalent to 7 hours.

An Idle Machine Rental/Lease week is seven rental/lease days, including Saturdays, Sundays and Holidays. For rental/lease and overtime calculations, one Idle Machine Rental/Lease week is equivalent to 49 hours.

An Idle Machine Rental/Lease month is thirty lease/rental days including Saturdays, Sundays and Holidays. For rental/lease and overtime calculations, one Idle Machine Rental/Lease month is equivalent to 212 hours.

Idle Machine Rental and regular Lease/Rental Period rates may not be charged for the same calendar day for the same piece of equipment.

3.2.8 Maintenance, Down Time and Risk of Loss:

3.2.8.1 Maintenance: The Vendor shall provide fuel, oil and other lubricants necessary for the operation, maintenance and use of the equipment rented/leased on this contract, as well as any auxiliary equipment. The Vendor shall be responsible for performance of regular, routine, preventive maintenance, according to the Manufacturer recommendations of equipment and parts/supplies associated with regular, routine, preventive maintenance activities.

3.2.8.2 Down Time: All such equipment inoperable by reason of the necessity of replacement of parts or repair of damage, as with normal maintenance, for a period of time greater than four hours shall be considered by the WVDOH as “down” and no payment shall be made by the WVDOH for the use of such equipment for

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

such periods unless such “down time” is due to the negligence or lack of reasonable care by the WVDOH.

3.2.8.3 Risk of Loss, Damage, Destruction or Theft: The Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment, destruction of or damage to such equipment and shall repair or replace any such equipment lost or destroyed.

After the equipment is delivered to the WVDOH jobsite or WVDOH location identified on the Delivery Order by the Vendor, the WVDOH shall then be responsible for any loss of such equipment or any part of the equipment during the time that the equipment is not in use or is not required to be attended to by the Vendor’s operators. The WVDOH shall be responsible for the security of such equipment as limited to ordinary care.

NOTE: Operators furnished by the Vendor per this contract, while under the direction of the WVDOH, shall remain the employees of and under the control of the Vendor and shall not be considered as agents of the WVDOH.

3.2.8.4 Emergency Work: Emergency Work is work that will be expected to be initiated within ninety-six (96) hours from when the delivery order is received by the vendor. The determination will be made in accordance with Section 2.8 of this contract and “EMERGENCY WORK” will be prominently noted on the delivery order. Designated emergency projects will be paid at 2 times the vendors bid price

4. SAFETY: In addition to the Vendor’s established safety protocols and the WVDOH’s established safety protocols outlined in the Standard Specs, the Vendor and the Vendor’s staff shall adhere to all WVDOH’s pandemic-response protocols, as amended, while present at the WVDOH jobsite. Vendor’s may obtain the WVDOH pandemic-response protocols by contacting the WVDOH District Engineer.

5. DAY, WEEK, MONTH DEFINITION AND CALCULATION OF OVERTIME:
For owned equipment, the Vendor(s) shall be paid a rental/lease rate determined as follows.

5.1 A workday for WVDOH rental/lease purposes is defined as 10 hours.

5.2 A work week for WVDOH rental/lease purposes is defined as 50 hours.

5.3 A work month for WVDOH rental/lease purposes is 217 hours.

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

5.4 Overtime rates shall be charged as a percentage above the normal workday or work week.

5.4.1 Overtime for workday shall be calculated as follows:

Overtime hours 11 through 18 will be charged as the workday hourly rate plus 40%.

Overtime hours 19 to 24 will be charged as the workday hourly rate plus 60%.

Once hour 24 of overtime is reached, a new rental/lease day begins at the normal workday rate.

5.4.2 Overtime for work week shall be calculated as follows:

Work week hours 51 through 74 will be charged as the work week hourly rate plus 30%.

Overtime hours 75 to 99 will be charged as the work week hourly rate plus 50%.

Once hour 100 of overtime is reached, a new rental/lease work week begins at the normal weekly rate.

5.4.3 Any rental/lease hours equal to or greater than the 217 hours in a month shall be charged using the appropriate workday or work week rates, whichever is less.

5.4.4 Any overtime rates bid other than those stated in the Section 4.4 subsections will not be accepted and could result in the disqualification of the Vendor's bid.

6. CONTRACT AWARD:

6.1 **Contract Award:** The Contract is intended to provide Agencies with a rental/lease price for Large Crane, with Operator, on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items for rental/lease, with Operator, which meet all required specifications of this contract.

Pricing Pages: Vendor may bid any or all items on the Pricing Pages, Attachment A (ATT A). Vendor should complete the Pricing Pages for items

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

they intend to bid in their entirety, as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov.

6.2 Determining Low Bid Per Project: To determine the low bid Vendor per project, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the price of treatment plus any additional cost items. If the lowest overall bidder is not available for the project dates proposed by the WVDOH, the next lowest bidding vendor may be offered the project.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

6.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued prior the award of the subject Large Crane Rental/Lease with Operator Contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator

7. ORDERING AND PAYMENT:

- 7.1 Ordering Process:** The WVDOH assesses the need for a Large Crane for a project requiring a heavy lift. Providing for a 30 – 45 day lead time before project start, the WVDOH contacts the low-bid Vendor per Section 5.3 “Determining Low Bid Per Project” and requests a site appraisal and quote of contract items and quantities needed, utilizing this Statewide Contract. The Vendor shall perform a site appraisal and provide a quote, identifying any Special Site Preparation Work which may be required for the Large Crane(s) assembly and use. The Special Site Preparation quote and project quote shall be offered to the WVDOH in writing. The WVDOH Engineer or their designee will review the quote and proposed Special Site Preparation Work. If in agreement, he/she will then issue a Release Order (WV-39) against the Statewide Contract to rent/lease the needed equipment and get the work started. The WVDOH shall record the Vendor’s equipment manufacturer’s name on the Delivery Order. Upon completion of use of rental/lease item, the Vendor will submit an invoice to the WVDOH based on what is listed is on the WV-39. Reference Section 7.3, Invoicing.
- 7.2 Order:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

ORDER EXAMPLE: The WVDOH needs a Large Crane Rental/Lease with Operator for a project requiring a crane capable of lifting 200 Tons.

NOTE: Proximity to the jobsite may work to the Vendor’s advantage or to their disadvantage when calculating mileage. For the purposes of this example, each Vendor’s base location is 10 miles away from the WVDOH jobsite for a total of 20 miles roundtrip.

The following is an example of bids received from Vendors for the Large Crane Rental/Lease with Operator for an All-Terrain Crane in the 200-250 Ton range:

**REQUEST FOR QUOTATION
Large Crane Rental/Lease with Operator**

Figure 7.2-1

Vendor	Lease/Rental Period (based on 10 hr day)			Idle Machinery Rental Period (based on 7 hr day)			Large Crane Assembly Fee	Large Crane Disassembly Fee	Mileage (To & From)
	\$/Day	\$/Week	\$/Month	\$/Day	\$/Week	\$/Month	(one-time)	(one-time)	\$/ Mile
Vendor Red	\$ 2,500.00	\$ 10,000.00	\$ 36,080.00	\$ 1,750.00	\$ 3,500.00	\$ 21,648.00	\$ 5,000.00	\$ 500.00	\$ 10.00
Vendor Green	\$ 2,750.00	\$ 9,900.00	\$ 36,000.00	\$ 797.50	\$ 3,465.00	\$ 21,600.00	\$ 3,200.00	\$ 3,200.00	\$ 12.00
Vendor Blue	\$ 3,250.00	\$ 13,000.00	\$ 41,700.00	\$ 2,275.00	\$ 5,200.00	\$ 22,935.00	\$ 1,800.00	\$ 1,800.00	\$ 20.00

To determine the lowest bidder, the WVD0H must carefully anticipate the dates and length of time that they will require the Large Crane with Operator.

For this example, below is a schedule of the WVD0H's anticipated Large Crane with Operator project needs:

Figure 7.2-2

MON	TUE	WED	THU	FRI	SAT	SUN
	1	2	3	4	5	
		Assembly Day	First Day of Use Lease/Rental Day 10 hours	Idle Machinery Rental Day 7 hours	Idle Machinery Rental Day 7 hours	
6 Lease/Rental Day 10 hours	7 Lease/Rental Day 14 hours	8 Lease/Rental Day 10 hours Overtime begins after 2 HRS	9 Lease/Rental Day 10 hours	10 Lease/Rental Day 10 hours	11 Idle Machinery Rental Day 7 hours	12 Idle Machinery Rental Day 7 hours
13 Lease/Rental Day 10 hours	14 Idle Machinery Rental Day 7 hours	15 Lease/Rental Day 10 hours Overtime begins after 9 HRS	16 Lease/Rental Day 10 hours Last Day of Use	17 Holiday Disassembly Day	18	19

To determine the low bidder, the WVD0H will calculate the Large Crane Rental/Lease rate, both weekly and monthly for this example. WVD0H also calculates in the Idle Machine Rental rate and Overtime rate, roundtrip Mileage, Assembly fee and Disassembly fee for each Vendor.

Figure 7.2-3 Weekly Rate Calculation is an example of the WVD0H's calculation used to determine the low bid Vendor for this example. Per Section 7.3, to ensure the WVD0H is receiving the lowest rate, the weekly and monthly calculations should be completed, and the lesser rate applied.

Week 1 of the rental/lease period would run from Friday, the 3rd (first day of use) through the next 7 calendar days, as described in Section 3.2.6, Rental/Lease

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Period. The Week 1 rental/lease will end on Thursday the 9th. The total hours for Week 1 are 68 hours: **36 hours** at the Weekly Lease/Rental rate, **14 hours** at the Idle Machinery Rental rate, and **18 hours** at the Overtime rate. To calculate the overtime rate, it is first necessary to calculate the weekly hourly rate.

Figure 7.2-3 Weekly Rate Calculation

	Vendor RED	Vendor GREEN	Vendor BLUE
Assembly	\$5,000.00	\$3,200.00	\$1,800.00
Week 1 Rental/Lease Rate Regular hours	36 Weekly Rental Hours Weekly Hourly Rate: \$10,000/week + 50 hrs = \$200/HR \$200/HR x 36 hrs = \$7,200.00	36 Weekly Rental Hours Weekly Hourly Rate: \$9,900/week + 50 hrs = \$198/HR \$198/HR x 36 hrs = \$7,128.00	36 Weekly Rental Hours Weekly Hourly Rate: \$13,000/week + 50 hrs = \$260/HR \$260/HR x 36 hrs = \$9,360.00
Week 1 Idle Machiner Rental Rate	14 Idle Machinery Rental Hours Weekly Idle Hourly Rate: \$3,500/week + 49 hrs (in one idle week) = \$71.43/HR \$71.43/HR x 14 hrs = \$1,000.02	14 Idle Machinery Rental Hours Weekly Idle Hourly Rate: \$3,465/week + 49 hrs (in one idle week) = \$70.71/HR \$70.71/HR x 14 hrs = \$989.94	14 Idle Machinery Rental Hours Weekly Idle Hourly Rate: \$5,200/week + 49 hrs (in one idle week) = \$106.12/HR \$106.12/HR x 14 hrs = \$1,485.68
Week 1 Rental/Lease Rate Overtime Hours	18 Weekly Overtime Hours Weekly Hourly Rate: \$10,000/week + 50 hrs = \$200/HR Overtime Hourly Rate: \$200/hr x 30% OT rate = \$260/HR \$260/HR x 18 HRS = \$4,680.00	18 Weekly Overtime Hours Weekly Hourly Rate: \$9,900/week + 50 hrs = \$198/HR Overtime Hourly Rate: \$198/hr x 30% OT rate = \$257.40/HR \$257.40/HR x 18/HRS = \$4,633.20	18 Weekly Overtime Hours Weekly Hourly Rate: \$13,000/week + 50 hrs = \$260 HR Overtime Hourly Rate: \$260/hr x 30% OT rate = \$338/HR \$338 HR x 18 HRS = \$6,084.00
Week 2 Rental/Lease Rate Regular hours	29 Weekly Rental Hours Weekly Hourly Rate: \$10,000/week + 50 hrs = \$200/HR \$200/HR x 29 hrs = \$5,800.00	29 Weekly Rental Hours Weekly Hourly Rate: \$9,900/week + 50 hrs = \$198/HR \$198/HR x 29 hrs = \$5,742.00	29 Weekly Rental Hours Weekly Hourly Rate: \$13,000/week + 50 hrs = \$260/HR \$260/HR x 29 hrs = \$7,540.00
Week 2 Idle Machiner Rental Rate	21 Idle Rental Hours Weekly Idle Hourly Rate: \$3,500/week + 49 hrs (in one idle week) = \$71.43/HR \$71.42/HR x 21 hrs = 1,499.82	21 Idle Machinery Rental Hours Weekly Idle Hourly Rate: \$3,465/week + 49 hrs (in one idle week) = \$70.71/HR \$70.71/HR x 21 hrs = \$1,484.91	21 Idle Machinery Rental Hours Weekly Idle Hourly Rate: \$5,200/week + 49 hrs (in one idle week) = \$106.12/HR \$106.12/HR x 21 hrs = \$2,228.52
Week 2 Rental/Lease Rate Overtime Hours	11 Weekly Overtime Hours Weekly Hourly Rate: \$10,000/week + 50 hrs = \$200/HR Overtime Hourly Rate: \$200/hr x 30% OT rate = \$260/HR \$260/HR x 11 HRS = \$2,860.00	11 Weekly Overtime Hours Weekly Hourly Rate: \$9,900/week + 50 hrs = \$198/HR Overtime Hourly Rate: \$198/hr x 30% OT rate = \$257.40/HR \$257.40/HR x 11/HRS = \$2,831.40	11 Weekly Overtime Hours Weekly Hourly Rate: \$13,000/week + 50 hrs = \$260 HR Overtime Hourly Rate: \$260/hr x 30% OT rate = \$338/HR \$338/HR x 11/HRS = \$3,718.00
Mileage (roundtrip)	\$200.00	\$240.00	\$400.00
Disassembly	\$500.00	\$3,200.00	\$1,800.00
TOTALS:	<i>Low Bidder</i> \$28,739.84	\$29,449.45	\$34,416.20

The WVD0H shall then complete the same calculation using the **Monthly Rental/Lease Rate** to determine the appropriate rate to apply to the project as well as the lowest bidder.

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Figure 7.2-4 Monthly Rate Calculation

	Vendor RED	Vendor GREEN	Vendor BLUE
Assembly	\$5,000.00	\$3,200.00	\$1,800.00
Rental/Lease Rate Combined Regular hours Week 1 (36) + Week 2 (29)	65 Monthly Rental Hours (Weeks 1 & 2 combined) Monthly Hourly Rate: \$36,080/Month ÷ 212 hrs = \$170.19/HR \$170.19/HR x 65 hrs = \$11,062.35	65 Monthly Rental Hours (Weeks 1 & 2 combined) Monthly Hourly Rate: \$36,000/Month ÷ 212 hrs = \$169.81/HR \$169.81/HR x 65 hrs = \$11,037.65	65 Monthly Rental Hours (Weeks 1 & 2 combined) Monthly Hourly Rate: \$41,700/Month ÷ 212 hrs = \$196.70/HR \$196.70/HR x 65 hrs = \$12,786.50
Idle Machinery Rental Rate Combined Week 1 (14) + Week 2 (21)	35 Idle Machinery Rental Hours (Combined) Monthly Idle Hourly Rate: \$21,648 Month ÷ 212 hrs = \$102.11/HR \$102.11/HR x 35 hrs = \$3,573.85	35 Idle Machinery Rental Hours (Combined) Monthly Idle Hourly Rate: \$21,600/Month ÷ 212 hrs = \$101.89/HR \$101.89/HR x 35 hrs = \$3,566.15	35 Idle Machinery Rental Hours (Combined) Monthly Idle Hourly Rate: \$22,935/Month ÷ 212 hrs = \$108.18/HR \$108.18/HR x 35 hrs = \$3,786.30
Overtime Rate Combined Week 1 (18) + Week 2 (11)	29 Monthly Overtime Hours (Combined/Each @ Weekly Rate) Monthly Hourly Rate: \$36,080/Month ÷ 212 hrs = \$170.19/HR Overtime Hourly Rate: \$170.19/hr x 30% OT rate = \$221.25/HR \$221.25/HR x 29 HRS = \$6,416.25	29 Monthly Overtime Hours (Combined/Each @ Weekly Rate) Monthly Hourly Rate: \$36,000/Month ÷ 212 hrs = \$169.81/HR Overtime Hourly Rate: \$169.81/hr x 30% OT rate = \$220.75/HR \$220.75/HR x 29/HRS = \$6,401.75	29 Monthly Overtime Hours (Combined/Each @ Weekly Rate) Monthly Hourly Rate: \$41,700/Month ÷ 212 hrs = \$196.70/HR Overtime Hourly Rate: \$196.70/hr x 30% OT rate = \$255.71 HR \$255.71 HR x 29 HRS = \$7,416.59
Mileage (roundtrip)	\$200.00	\$240.00	\$400.00
Disassembly	\$500.00	\$3,200.00	\$1,800.00
TOTALS:	<i>Low Bidder</i> \$26,752.45	\$27,645.55	\$27,987.39

The Monthly Rate Calculation provides WVDOH with the lowest possible rate, and per Section 7.3, Invoicing, shall be the rate used for this project (length exceeds one week but is less than one month). In both the Weekly and the monthly calculations, Vendor red is the low bidder. The monthly rate shall be used for this project.

It is understood between the WVDOH and all Vendors whose bids are accepted, in the event that the low bidder for any given job is unavailable for the project dates or unable to perform, the Delivery Order will be cancelled and given to the next lowest bidder. In the event that no bidder can be found to perform the duties and obligations under this contract, then the Delivery Order may be cancelled and the Large Crane Rental/Lease with Operator for the needed equipment may be bid on the open market.

7.3 Invoicing:

7.3.1 If the Vendor and WVDOH District Engineer determine that more than one Large Crane with Operator is needed in order to meet the needs of the DOH project, the Vendor may assess separate Assembly Fees, Disassembly Fees, Mileage, and Rental/Lease fees for each large crane ordered.

If the Rental/Lease end dates are the same for all large craned ordered, they may be listed on the same invoice and paid together. If the Rental/Lease end dates differ, they should be invoiced separately, as each crane rental/lease is completed.

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- 7.3.2 Invoicing shall be at a minimum of no less than one lease/rental day. Equipment lease/rented for one lease/rental day shall equal four or more hours as described in Section 3.2.6 of this contract.
- 7.3.3 Equipment rentals/leases of seven calendar days or less shall be invoiced at the daily lease/rental rate.
- 7.3.4 Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the monthly lease/rental rate or the number of lease/rental weeks times the weekly lease/rental rate including any period less than a multiple of seven days, whichever is less.
- 7.3.5 Equipment rentals/leases of one rental/lease month or more shall be invoiced at the monthly rate. If the rental/lease period is not a multiple of thirty rental/lease days, each day in excess of the multiple shall be evaluated as one-thirtieth of a rental/lease month.
- 7.3.6 An invoice submitted to the WVDOH shall include the following:
- a) The beginning date and the ending date of the rentals/leases period.
 - b) The number of Rental/Lease days in the invoicing period.
 - c) The number of Idle Machine Rental days in the invoicing period.
 - c) The number of Overtime hours in the invoicing period.
 - c) The number of equipment downtime days in the invoicing period.
 - d) The manufacturer's name of the leased equipment being invoiced as identified on the Vendor's contract.
 - e) The total owed to the Vendor and the method of calculation.

NOTE 1: The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten days following the end of the calendar month or within two days following termination of a rental/lease, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is renting/leasing the equipment.

NOTE 2: The period of need for rental/lease equipment as specified on the Delivery Order is only an estimate of need and shall not be used for invoicing purposes. Payment shall only be made for actual rental/lease days.

- 7.4 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under the Contract, Vendor must accept payment by electronic funds transfer and P-Card. **Electronic Funds Transfer for payment is**

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available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

8. DELIVERY AND RETURN:

8.1 Delivery Time: Vendor shall deliver and Assemble standard orders within 5 working days after orders are received, or within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

8.1.1 Acceptance, Beginning of Rental/Lease Period: Upon delivery and Assembly of Contract Items by the Vendor to the location described in the Delivery Order, the WVDOH shall test and inspect the equipment. If such item of equipment is found to be in good order, the WVDOH shall accept such item of equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such item of equipment shall be deemed to have been delivered to and accepted by the WVDOH on the date specified in such acknowledgement and the term of the Delivery Order and this contract shall be deemed to begin on that date.

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

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the DOH Finance & Administration Division, Procurement Section.

8.3 Delivery Payment/Risk of Loss: Standard order delivery or emergency delivery shall be as per Section 5.1 of these specifications. Vendor shall include the cost of mileage and Assembly and Disassembly Fees in its bid pricing as directed in Section 3.2.3, "Delivery, Assembly and Disassembly", of these specifications.

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Large Crane Rental/Lease with Operator

- 8.4 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.
- 8.5 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 rentable/leasable condition. Items shall be deemed to be in rentable/leasable 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.

9. VENDOR DEFAULT:

- 9.1** The following shall be considered a vendor default under this Contract.
- 9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 9.1.2** Failure to comply with other specifications and requirements contained herein.
 - 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4** Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
- 9.2.1** Immediate cancellation of the Contract.
 - 9.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3** Any other remedies available in law or equity.

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10. MISCELLANEOUS:

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for the purpose of inspecting the rental/lease equipment.
- 10.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any rental/lease equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 10.5 Insurance:** The Vendor shall be responsible for insurance coverage per Section 3.2.7.3 of these specifications. However, if any said piece of equipment or any part thereof, shall be lost, destroyed or stolen by reason of the negligence or lack of ordinary care on the part of the WVDOH, the WVDOH is insured by the Board of Risk and Insurance Management and insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment rented/leased whereby, the WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof.
- 10.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the rental/lease equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 10.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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- 10.8 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: TPAVIS Wilson
Telephone Number: 304-906-4440
Fax Number: 304-906-2427
Email Address: twilson@ccgroup-inc.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Casper City Corp, Inc.

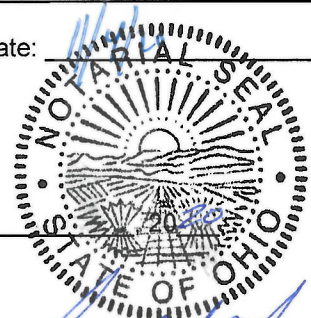
Authorized Signature: [Signature] Date: 11/4/22

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 4th day of November

My Commission expires 12/26, 2022.



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

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

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

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

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