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

# Request for Guotation 7010C001

7010C001

PAGE 1

ADDRESS: CORRESPONDENCE: TO ATTENTION OF MICHAEL AUSTIN 304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

JIM FULMER (724) 926-4280 STEPHENSON EQUIPMENT, INC. 8181 NOBLESTOWN ROAD MC DONALD PA 15057

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# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Falls to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN 304-558-2402

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

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### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION GENERAL TERMS AND CONDITIONS FOR SERVICES CRANE INSPECTION 2009

#### 1.0 General:

- 1.1 All work by the vendor shall be performed between the hours of 7:30 a.m. and 4:00 p.m., unless otherwise specified, only on working days observed by WV DOT. These working days are usually Monday through Friday of each week, except for holidays.
- 1.2 The vendor shall be responsible for damage to WV DOT's equipment and/or the work place and its contents, by its work, negligence in work, its personnel and equipment. The vendors shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- 1.3 The vendor shall provide all labor and equipment necessary to perform this service. All employees of the vendor shall be no less than 17 years of age, and shall be experienced in the type of work to be performed. No visitors, wives, husbands or children of the vendor's employees will be allowed on state property during working hours, unless they are bona fide employees of the vendor.
- 1.4 WV DOT is committed to maintaining an alcohol and drug free work place. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service. In addition, vendor employees shall observe WV DOT's no smoking policy.
- 1.5 It is the intent of WV DOT to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 2.0 Abandonment or Default:
- 2.1 This service will be void if sold or assigned to another service company without written approval of WV DOT. Written notification of changes to company name, address, telephone number, etc., should be given to WV DOT as soon as possible but not longer than 30 days from date of change.
- 3.0 Cancellation:
- 3.1 This purchase order may be canceled, without penalty, by either party by providing 30 days written notice to the other party. WV DOT will pay the vendor the bid price, pro-rated for the service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.
- 4.0 Responsibility for Damage Claims:
- 4.1 The vendor agrees to indemnify and save harmless WV DOT, its agents and employees from all suits, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the purchase order by the vendor and from any claims or amounts arising or recovered under the "Workers' Compensation Laws"; Civil Practice and Remedies Code, or any other laws. Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect or misconduct of the vendor, his and her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective

work or materials, Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to WV DOT.

- 5.0 Competence of Vendor:
- 5.1 To be entitled to consideration, the vendors shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this purchase order, and only personnel trained in services of this type shall be employed under and for this purchase order. Vendor shall obtain any licenses and permits required for the performance of this service.
- 6.0 Right to Audit:
- 6.1 WV DOT shall have the right to audit the vendor's books and records pertaining to this service during the hours of the normal work day.
- 7.0 Applicable Laws:
- 7.1 This purchase shall be governed by the laws of the State of West Virginia.
- 8.0 Compliance with Laws:
- 8.1 The vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this purchase order, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish WV DOT with satisfactory proof of its compliance therewith.
- 9.0 Renewal of Services:
- 9.1 This service may be renewed for an amount of time not to exceed the original service period. Such renewal shall be at the same rate(s), terms and conditions and should be agreed to in writing by both parties prior to the expiration date.
- 10.0 Compliance:
- 10.1 This service shall be done in accordance with the purchase specifications. WV DOT will decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications and the acceptable fulfillment of the service on the part of the vendor.
- 11.0 Approximate number of each type of equipment to be tested:

Class 337 Truck Cranes (over 18 ton) - 15

Class 261 and 332 Hydraulic Truck Cranes (under 18 ton) - 29

Class 932, 933, and 934 Under Bridge Inspection Units - 5

Class 930 and 931 Bucket & Platform Trucks - 22

Class 336 Yard Cranes - 13
Class 936 Manlifts - 9

Various numbers Overhead Shop Cranes - 12

Approximately half of these units will be tested at Nitro, WV, and the other half to be tested at the Equipment Division in Buckhamon, WV, excluding truck cranes over 18 ton. The successful vendor shall be required to travel to various locations throughout the state for these units. Successful Vendor will be required to coordinate testing of these units with D.O.H. Representative for scheduling. SEE ATTACHED REFERENCE MAP FOR LOCATIONS.

## PROCURMENT SPECIFICATIONS CRANE INSPECTION 2009

- 1. PURPOSE: This specification describes service to provide the inspection and testing of cranes, man lifts, and bridge inspection units. These inspections and tests shall be in full compliance with all applicable ANSI and OSHA standards, rules, and regulations. Certification from the vendor that all testing is in full compliance with all applicable ANSI and OSHA standards, rules, and regulations shall be furnished to the West Virginia Department of Transportation (WVDOT) upon completion of the testing. Inspection and testing procedures and reporting shall meet or exceed all minimum requirements specified herein.
- DEFINITION OF CRANES: For purposes of this specification, cranes shall be identified as any of the following:
- 2.1 Those covered by ANSI/ASME B30.2 1983, or latest revision thereto.
- 2.1.1 Overhead and gantry cranes (top running bridge, single or multiple girders, top running trolley hoist).
- 2.2 Those covered by ASME/ANSI B30.17, or latest revision thereto.
- 2.2.1 Safety standard for overhead and gantry cranes (top running bridge, single girder, under-hung hoist).
- 2.3 Those covered by ASME/ANSI B30.5 1989, or latest revision thereto.
- 2.3.1 Mobile and locomotive cranes.
- 2.4 Those covered by ANSI A10.31 1987, or latest revision thereto.
- 2.4.1 Digger Derricks Safety Requirements, Definitions, and Specifications.
- 2.5 Manlifts: Those covered by ANSI/SIA A92.2 1990 or latest revision thereto.
- 2.6 Under Bridge Inspection Units: those covered by ANSI/SIA A92.8 1993 or latest revision thereto.
- 3. TESTING COMPANY REQUIREMENTS AND CERTIFICATION:
- 3.1 Test equipment shall be van and/or trailer mounted to provide mobility to conduct any and all tests on location.
- 3.2 Equipment shall be mounted so that electronic, X-ray developing, and other sensitive equipment is protected from the elements and equipped so that testing may be completed after normal working hours at specified times.
- 3.3 All units shall be tested consecutively in compliance with DOH time Frame.
- 3.3.1 Tests shall be conducted on a scheduled basis upon a two week notification or as agreed to by both parties.
- 3.4 Vendor shall designate a specific crew for nondestructive testing of WVDOT equipment for the entire service period including emergency responses.
- 3.5 Vendor shall not be responsible for the repair and/or maintenance of this equipment.

Vendor shall have an in-house Level II technician to review all methods of nondestructive testing and prepare and/or update all testing procedures. Vendor shall also be responsible for the certification of all Level I and II personnel. The Level II technician shall perform inspection and testing until all nondestructive testing required is accepted by WVDOT's personnel. WVDOT reserves the right to audit the vendor's records periodically to ensure that all inspection and testing is being performed in accordance with these specification requirements.

NOTE: For the purpose of this specification, the following definitions apply:

<u>LEVEL I TECHNICIAN</u> – Inspector who is certified according to the American Society for Nondestructive Testing (ANST) standards to set up testing.

<u>LEVEL II TECNICIAN</u> - Inspector who is certified by ASNT guidelines to do inspections.

- 3.7 All Level I and II technicians shall be certified to that level in accordance with the most current SNT-TC-1A guidelines.
- 3.8 All assistant technicians shall be certified to a minimum of Level I technician.
- 3.9 All inspectors shall be trained and certified in accordance with OSHA and ANSI guidelines.
- 3.10 Upon request, vendor shall provide certifications and resumes of all Level I and II technicians who will perform inspections and testing.
- 3.11 Vendor shall supply documentation to support and justify all reports of defects found during the inspection and testing.
- 3.12 Vendor shall have equipment specifically designed for the inspection and testing of mobile cranes.
- 3.13 All inspection and test reports shall be in accordance with the most current ANSI/ASME standards applicable to the crane being inspected and tested.
- 3.14 Vendor shall have copies of written procedures with the inspection and test vehicles and shall furnish copies (including calibration and criteria for all inspections and tests) to the WVDOT where the inspection and/or testing is performed.
- Vendor shall have a minimum of five years experience in the inspection and testing of mobile and overhead cranes. Documentation of experience shall be furnished upon request.
- 4. REPORTING:
- 4.1 The vendor shall provide WVDOT with a written report where the inspection and/or testing is performed. Also a written report completed and mailed or given to the WVDOT Division of Highways Equipment Division, PO Box 610, Buckhannon, WV 26201, within 24 hours after completion of inspection and testing. The report shall cover items of concern found during the inspection. These items shall be separated into two categories:
- 4.1.1 Items which must be repaired or replaced prior to the unit being returned to service.
- 4.1.2 Items which are recommended for replacement, repair, or installation.
- 4.2 Each report shall contain:
- 4.2.1 WVDOT equipment number, if a number is assigned.
- 4.2.2 Equipment description with serial numbers.

- Date of inspection and/or test. 4.2.3 4.2.4 Date of report. Signature(s) of inspector(s) including certification number and expiration date. 4.2.5 Numbered pages (i.e., page of \_\_\_\_\_). 4.2.6 4.2.7 Test location. Upon completion of satisfactory inspection and test, applicable certificates, documents, recorded date, 4.3 and/or testimony and seals shall be furnished to the WVDOT where the inspection and/or test is performed. 5. INSPECTION AND TESTING PROCEDURES: Testing requirements for cranes shall be completed in accordance with the following procedures when called for on the invitation for bids or attachment(s) thereto. Visual inspection of the complete crane including slings. Mobile cranes shall include inspection of under 5.1 chassis area which affects stability. Load test (for those cranes which have not been load tested within the past year). 5.2 5.3 Magnetic particle testing (dry) shall be conducted on all critical welds and shall be conducted in accordance with ASTM E709-85 and E125-85, or latest revisions thereto. Ultrasonic testing shall be conducted on all critical pins and shall be conducted in accordance with ASTM 5.4 E114-90, or latest revision thereto. 5.5 Dye penetrant testing shall be conducted in accordance with ASTM E165-83, or latest revision thereto. Jib Test (if so equipped) in accordance with applicable ANSI/ASME B30.2 - 1983, and/or B30.5 - 1989, 5.6 or latest revision thereto. Dielectric test (if unit is an electrically insulated type) shall be conducted on insulated derricks in 5.7 accordance with applicable ANSI A10.31 – 1987, or latest revision thereto. GENERAL AND OR APPLICABLE TESTS: Shall be conducted to ensure compliance with the following 5.8 as applicable to the crane: ASME/ANSI B30.2, safety standard for overhead and gantry cranes (top running bridge, single or multiple 5.8.1 girder, tip running trolley hoist), or latest revision thereto. 5.8.2 ASME/ANSI B30.17, safety standard for overhead and gantry cranes (top running bridge, single girder, under-hung hoist), or latest revision thereto.
- 5.8.5 NEC, Article 610, Cranes and Hoists, Section C, 610-21a, or latest revision thereto.

CMAA No. 70, specifications for overhead traveling cranes, or latest revision thereto.

CMAA No. 74, specification for top running and under running single girder electric overhead traveling

5.8.6 OSHA, 29 CFR 1910.179 (j), Inspection Procedures, or latest revision thereto.

cranes utilizing under running trolley hoists, or latest revision thereto.

5.8.3

5.8.4

- 5.9 Any mobile unit intended for use around electrically charged conductors shall meet the electrical requirements of ANSI/SIA A92.2 1990 or latest revision thereto.
- 6.0 The inspection of under bridge inspection units shall include all items specified by the manufacturer for the annual inspection ANSI/SIA A92.8 1993 or latest revision thereto

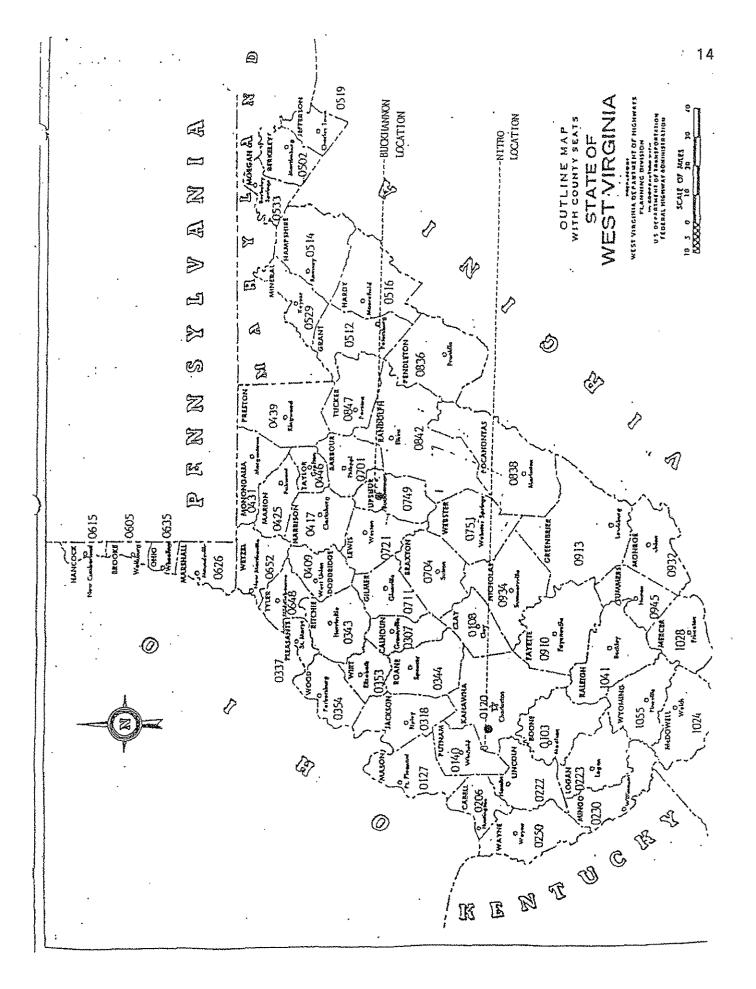
### **CRANE INSPECTION 2009**

### BIDDER'S EVALUATION SHEET

Please provide quotation for specified service/inspection on the following units:

For any service/inspection not provided as specified an exception sheet shall be attached explaining in detail any deviation for the specified requirements. Any such exceptions will be judged as to nonconformance to the specifications. It may be determined by the West Virginia Division of Highways that such exception does, or does not, reduce the quality and performance of the affected service/inspection below an acceptable level.

Failure to submit the Bidders Evaluation Sheet, complete in its entirely and according to directions indicated on subject sheet, may subject the bidder to disqualification.



## STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### **CONFIDENTIALITY:**

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

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:	Stell	1ensan	Equipment	<del></del>		
Authorized Signature: _				Date:	10/20/5	<i>5</i> 9
Purchasing Affidavit (Revised	01/01/09)	- V			17	