



Shawn Cunningham  
Equipment Corporation of America  
412-264-4480  
August 15, 2017

Attention: Sabrina Stollings  
Fax number: 304-558-3507

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**SEALED BID: Equipment Lease/Rental w/o Operator**  
**BUYER: Mark Atkins, File #33**  
**SOLICITATION NO: CRFQ 0803 DOT18000000**  
**BID OPENING DATE: August 09, 2017**  
**BID OPENING TIME: 1:30pm EST**  
**FAX NUMBER: 304-558-3970**

08/15/17 11:38:28  
WV Purchasing Division



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

State of West Virginia  
Request for Quotation  
12 - Equip. Rental

Proc Folder: 333921

Doc Description: ADDENDUM\_1: EQUIPMENT LEASE/RENTAL W/O OPERATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-03	2017-08-18 13:30:00	CRFQ 0803 DOT1800000008	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

EQUIPMENT CORPORATION OF AMERICA  
1000 STATION STREET  
PO BOX 306  
CORAOPOLIS, PA 15108 412-264-4480

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

8/14/17

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



DOT1800000008	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_1: EQUIPMENT LEASE/RENTAL W/O OPERATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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

SHAWN CUNNINGHAM - SALES ENGINEER - PITTSBURGH  
 (Name, Title)  
EQUIPMENT CORPORATION OF AMERICA  
 (Printed Name and Title)  
1000 STATION STREET, PO Box 306, COLLETSVILLE, PA 15708  
 (Address)  
412-264-4480/412-264-1158  
 (Phone Number) / (Fax Number)  
SCUNNINGHAM@ECANET.COM  
 (email address)

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

EQUIPMENT CORPORATION OF AMERICA  
(Company)

 SALES ENGINEER  
(Authorized Signature) (Representative Name, Title)

SHAWN CUNNINGHAM - SALES ENGINEER  
(Printed Name and Title of Authorized Representative)

8/14/17  
(Date)

412-264-4480 / 412-264-1158  
(Phone Number) (Fax Number)

CRFQ 0803 DOT1800000008  
REQUEST FOR QUOTATION  
**Equipment Lease/Rental WITHOUT Operator**

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Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. 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, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.

- 8.6 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 lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the 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: SHAWN CUNNINGHAM  
Telephone Number: 412-264-9480  
Fax Number: 412-264-1158  
Email Address: SCUNNINGHAM@EAGANEX.COM

## Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

No. 0236 P. 7  
Aug. 15, 2017 9:38AM

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
ASPHALT RECYLING ATTACHMENT Zipper or similar							
ASPHALT REMOVAL/RECYCLER Benedetti or similar to							
ATTENUATOR - Trailer Mounted must meet NCHRP 350 TL-3							
AUGER Track Mtd.							
AUGER Truck Mtd.	BAUER	BG11H/TB0	\$31,500.00	\$31,500.00	\$31,500.00	\$5,000.00	\$20.00
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
Attachment: Grapple							
BACKHOE Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
Attachment: Grapple							

**Equipment Rental WITHOUT Operator  
CRFQ 0803 DOT180000008  
Information Attachment Form**

**Base Location:**

The Vendor shall identify the base location and any other potential base locations where the equipment bid is delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most physical street address, city and state for the base location(s). If the Vendor fails to provide the base location information on this Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	
	1060 STATION STREET
	CORAOPOLIS, PA 15108
Vendor Base Location:	
Vendor Base Location:	

**Counties Bid:**

Vendor shall indicate the area which he wishes to lease/rent equipment to the WVDOH by placing an "X" or "-" in the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be assumed the Vendor's bid is for Statewide.

	STATEWIDE				
	Barbour		Kanawha		Pocahontas
	Berkeley		Lewis	X	Preston
	Boone		Lincoln		Putnam
	Braxton		Logan		Raleigh
X	Brooke		McDowell		Randolph
	Cabell	X	Marion		Ritchie
	Calhoun	X	Marshall		Roane
	Clay		Mason		Summers
X	Doddridge		Mercer	X	Taylor
	Fayette		Mineral		Tucker
	Gilmer		Mingo	X	Tyler
	Grant	X	Monongalia		Upshur
	Greenbrier		Monroe		Wayne
	Hampshire		Morgan		Webster
X	Hancock		Nicholas	X	Wetzel
	Hardy	X	Ohio		Wirt
X	Harrison		Pendleton		Wood
	Jackson		Pleasants		Wyoming
	Jefferson				



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) 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:

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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**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

STATE OF WEST VIRGINIA  
Purchasing Division

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**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 §81-5-3) 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: EQUIPMENT CORPORATION OF AMERICA

Authorized Signature: \_\_\_\_\_ Date: 8/14/17

State of West Virginia

County of Hancock, to-wit:

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of August, 2017.

My Commission expires MARCH 26, 2023



NOTARY PUBLIC \_\_\_\_\_  
*Jamie Govey*  
Purchasing Affidavit (Revised 07/07/2017)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DQT180000008**

**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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

EQUIPMENT CORPORATION OF AMERICA  
Company

[Signature]  
Authorized Signature

8/14/17  
Date

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