



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

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 455828

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 

SO Doc ID: DOT1800000116

Legal Name: HERC RENTALS INC

Published Date: 6/26/18

Alias/DBA:

Close Date: 7/11/18

Total Bid: \$0.00

Close Time: 13:30

Response Date: 

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 455828
Solicitation Description : EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-07-11 13:30:00	SR 0803 ESR07101800000000161	1

VENDOR
000000105516 HERC RENTALS INC

Solicitation Number: CRFQ 0803 DOT1800000116

Total Bid : \$0.00 **Response Date:** 2018-07-10 **Response Time:** 14:40:20

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File	FEIN #	DATE
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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	Vendor shall use Exhibit_A Pricing Pages for bid pricing.	0.00000	EA	\$1.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description : EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR:
Note: Vendor shall use Exhibit_A Pricing Pages for bid pricing and Exhibit_B Information Attachment Form.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
Vendor shall enter pricing into the Exhibit_A Pricing Page and complete the Exhibit_B Information Attachment Form and

**Equipment Rental WITHOUT Operator
INFORMATION ATTACHMENT FORM**

Base Location:

The Vendor should identify the Base Location and any other potential Base Locations where the lease/rented equipment may be delivered from, by the Vendor or picked up by the WVDOH. The Vendor should provide the 911 address or the most recent physical street address, city and state for each Base Location. If the Vendor fails to provide the Base Location(s) information on the Information Attachment Form, the Vendor's bid may be disqualified. You may duplicate this page, if additional space is needed. This list does not determine sole Base Locations for a Vendor, but provides the WVDOH a base for determining potential mileage.

Vendor Base Location:	
Herc Rentals Inc.	
1000 Kramer Street	
South Charleston, WV 25309	
Vendor Base Location:	
Vendor Base Location:	

Counties Bid:

Vendor should complete this section by identifying the counties serviced. Vendor shall place an "X" or "√" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties serviced, it will be assumed that the Vendor's bid is for Statewide.

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

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.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Herc Rentals Inc. Address: 27500 Riverview Center Blvd
Bonita Springs, FL 34134

Name of Authorized Agent: Jason Oosterbeek Address: _____

Contract Number: DOT1800000116 Contract Description: Equipment Rental

Governmental agency awarding contract: Department of Administration

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: 

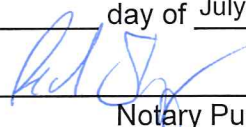
Date Signed: 7/10/2018

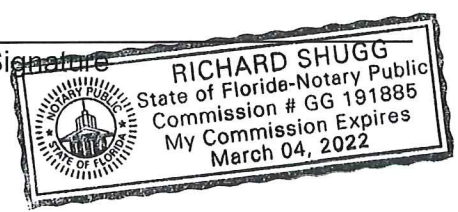
Notary Verification

State of Florida, County of Lee:

I, Jason Oosterbeek, 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 10th day of July, 2018.


Notary Public's Signature



To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

**CRFQ 0803 DOT1800000116
(DOT6618C057)**

Vendor Should Type Price Page Schedule

Exhibit A Pricing Pages

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.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM LIFT 80 foot lift minimum							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliott Model G50 or similar							
AERIAL PLATFORM TRUCK Elliott Model L55 or similar							
ARROW BOARDS 4' x 8' panel 15 lamp	WANCO	25L or equal	117	360	675	\$ 150.00	\$ 1.50
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar							
ASPHALT RECYCLER KM T-2 or similar							
ASPHALT RECYCLER Self Loading - Stepp SRM 10x120 or similar							
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; min. 185 hp, app. 8,500 lb. wt. capable of grinding and remixing up to 12" deep and 48" wide pavement and base.							

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
ASPHALT RECYCLING ATTACHMENT Zipper or similar							
ASPHALT REMOVAL/RECYCLER Benedetti or similar to							
ATTENUATOR - Trailer Mounted must meet NCHRP 350 TL-3							
AUGER Track Mtd.	TORO	22400 or equal	52	149	383	\$ 150.00	\$ 1.50
AUGER Truck Mtd.							
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	VOLVO	ECR145EL	630	1,475	3,920	\$ 150.00	\$ 1.50
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	VOLVO	ECR145EL or equal	630	1,475	3,920	\$ 150.00	\$ 1.50
Attachment: Grapple							
BACKHOE Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight	VOLVO	EC220EL or equal	788	1,900	5,000	\$ 150.00	\$ 1.50
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	STANLEY	MB30EXS or equal	618	1,755	3,825	\$ 150.00	\$ 1.50
Attachment: Grapple							

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size	STANLEY	MB208 or equal	618	1,755	3,825	\$ 150.00	\$ 1.50
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size	STANLEY	MB308 or equal	808	2,295	4,930	\$ 150.00	\$ 1.50
HYRAM ATTACHMENT ONLY 2,000 ft./lbs. min							
BACKHOE Crawler with a thumb							
BACKHOE LOADER Rubber Tired 55-85 DHP	DEERE	310J or equal	298	800	1,925	\$ 150.00	\$ 1.50
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D							
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.							
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"	KUBOTA	BX23S or equal	234	716	1,733	\$ 150.00	\$ 1.50
BACKHOE LOADER TRACTOR - Mini 25-30 HP Standard Stick 12' Backhoe Bucket - T7 or similar	KUBOTA	B26TLB or equal	284	842	2,115	\$ 150.00	\$ 1.50
BASE WIDENER SP Shoulder Stone							
BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.	Vermeer	BC1000XL or equal	450	1,080	2,700	\$ 150.00	\$ 1.50
BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.	Vermeer	BC1000XL or equal	450	1,080	2,700	\$ 150.00	\$ 1.50
BULLDOZER Crawler GD 65 -75 DHP D	DEERE	450k or equal	563	1,400	3,563	\$ 150.00	\$ 1.50
BULLDOZER Crawler GD 80 -90 DHP D	DEERE	550k or equal	608	1,480	3,750	\$ 150.00	\$ 1.50

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER Crawler GD 130 -140 DHP D							
BULLDOZER Crawler TC 150 - 250 EHP D							
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SP							
COLD MILLING - Stabilizer/Recycler BOMAG MPH 364 R-2 or similar							
COLD MILL PLANER Self Loading - 2'							
COLD MILL PLANER Self Loading - 4'							
COMPRESSOR 125 - 160 CFM Portwhl.	IR	P90WIR or equal	90	213	473	150	\$ 1.50
COMPRESSOR 170 - 210 CFM Portwhl.	SULLIVAN	D185P3JD or equal	105	220	525	150	\$ 1.50
COMPRESSOR 250 - 300 CFM Portwhl.							
COMPRESSOR 350 - 375 CFM Portwhl.	SULLIVAN	D375PDJD or equal	266	621	1,496	150	\$ 1.50
COMPRESSOR 600 CFM Portwhl.							
COMPRESSOR 700 - 800 CFM Portwhl.	SULLIVAN	DF750PHC or equal	499	1,350	2,880	150	\$ 1.50

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CONCRETE MIXER Trk. Mtd. 6.0 Cyd.	MULTIQUIP	HZMC94PH8 or equal	86	304	641	150	\$ 1.50
CONCRETE SAW Full Depth CAP - 24" Blade							
CONCRETE SAW 12 1/2" Maximum Depth of Cut - 30" Blade	TARGET	PRO35III or equal	221	680	1,418	150	\$ 1.50
CONCRETE SAW 15" Maximum Depth of Cut - 36" Blade	HUSQVARNA	FS 5000 D or equal	288	796	1,650	150	\$ 1.50
CRACK SEALING MACHINE Trlr. Mtd. Dbl. Drum, 100 - 125 GLN. D							
CRACK SEALING MACHINE Trl. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features							
CRACK SEALING MACHINE Trl. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features and 53.8 CFM Compressor							
CRACK SEALING MACHINE Trl. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features and 70 CFM Compressor							
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							
CRANE 20 - 25 T Cable D Crawler							
CRANE 25 - 30 T Cable, Trk. Mtd. G							

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CRANE 30 T Hyd.							
CRANE 35 T Hyd.							
CRANE 40 T Hyd.							
CRANE 50 T Hyd.							
CRANE 15 - 20 T Truck Mounted Boom	INTERNATIO	4300 or equal	613	1,680	4,055	150	\$ 1.50
CRANE 21 - 25 T Truck Mounted Boom							
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank , 1,400 PSI min.							
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							
CULVERT CLEANER - radio remote controlled Microtraxx or Similar 42"Wx42"Hx120"L, 1550# Lift cap, 1/3 CU Yd Cap., 7.5 PSI, 360° Swing Rotation, to clean 48" to 60" round culverts							
CULVERT CLEANER - radio remote controlled Microtraxx or Similar 32"Wx34"Hx134"L, 1500# Lift cap, 1/4 CU Yd Cap., 5.5 PSI, to clean 36" to 48" round culverts							
DITCH WITCH	VERMEER	RTX100 or equal	198	528	994	150	\$ 1.50
EQUIPMENT TRAILER 10,000 lbs or less, tilt style deck 16ft - 18 ft length to attach to a pintle hitch	TRAILKING	TKT10U or equal	81	225	475	150	\$ 1.50

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EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch	REE TRAILER	2013 TILT 6 TON or equal	109	309	580	150	\$ 1.50
EQUIPMENT TRAILER 14,000 GVWR 16' + 2' dovetail, with 24" wide x 60" wide long stand-up ramps with support leg and stand-up bar, spring assisted							
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D							
EXCAVATOR w/McMillen extreme duty earth auger or similar							
EXCAVATOR Mini-Hyd. Track Mtd. 2,600 lbs. max.	TAKEUCHI	TB216R or equal	240	665	1,305	150	\$ 1.50
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.	TAKEUCHI	TB230R or equal	240	665	1,305	150	\$ 1.50
EXCAVATOR - 1/2 to 3/4 CY bucket, 150 HP Track Width 10' out-to-out	VOLVO	EC220EL or equal	788	1,900	5,000	150	\$ 1.50
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out	TAKEUCHI	TB235 or equal	260	685	1,445	150	\$ 1.50
EXCAVATOR - 1/5 Cyd. 44 HP 11,000 lbs. Track Width 6' out-to-out	TAKEUCHI	TB250 or equal	289	816	1,900	150	\$ 1.50
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket, Track Width 6' out-to-out	VOLVO	ECR88D or equal	438	1,100	2,875	150	\$ 1.50
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator	STANLEY	MB30EXS or equal	618	1,755	3,825	150	\$ 1.50
EXCAVATOR ATTACHMENT Swivel head with ditching bucket							

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FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum							
FLATLINER - attachment for a skid steer Profilograph and bump grinder in one	BOBCAT	M7019 or equal	309	1,035	2,040	150	\$ 1.50
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.							
FORKLIFT TRUCK 6,000 # Load Cap., Min. 63 HP							
GENERATOR - TRAILER MOUNTED:							
30 kw	WACKER	G25 or equal	185	395	900	150	\$ 1.50
45 kw	WACKER	G50 or equal	252	665	1,365	150	\$ 1.50
60 kw	WACKER	G70 or equal	260	625	1,600	150	\$ 1.50
80 kw	WACKER	G100 or equal	360	900	2,250	150	\$ 1.50
100 kw	WACKER	G120 or equal	372	938	2,550	150	\$ 1.50
125 kw	WACKER	G150 or equal	420	1,088	2,925	150	\$ 1.50
175 kw	WACKER	G180 or equal	540	1,488	3,290	150	\$ 1.50
200 kw	WACKER	G320 or equal	833	1,828	4,480	150	\$ 1.50
230 kw	WACKER	G320 or equal	833	1,828	4,480	150	\$ 1.50
300 kw	MULTIQUIP	DCA400SS14F or equal	900	2,210	5,700	150	\$ 1.50
400 kw	KATOLIGH	0FPX4T3 or equal	900	2,210	5,700	150	\$ 1.50
500 kw	MULTIQUIP	CG500C2-60348 or equal	1,013	3,188	9,000	150	\$ 1.50
600 kw	MULTIQUIP	DCA800SS or equal	1,440	3,825	10,500	150	\$ 1.50
800 kw							
1,000 kw	HIMOINSA	HRMW1150 or equal	2,160	5,568	16,500	150	\$ 1.50
2,000 kw							
GRAPPLE ATTACHMENTS for Skid Steer Loaders 72" - 78" attachments	WILDKAT	RG or equal	76	216	489	150	\$ 1.50
HEATER - Trailer Mounted, Diesel 22 HP, 1,800 rpm, 16 kw, 190 gal fuel cap., HT1010C or similar							
HAMMER (DELMAG) PILE-D. D8-22							

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HYDRO-SEEDER							
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.							
JOINT SEALER 3 Cylinder, Tandem Dual 2 Axle, Vat. Cap 200 Gal. Double Boiler Type Tank - opening 16"x24" Maximum Heat Input - Diesel 290,000 BTU Incl. Full Sweep Mixer with 2 horizontal paddles							
LIGHT TOWERS PORT. 4 - 1,000 watt bulbs	WACKER	LTN6KVS or equal	95	260	425	150	\$ 1.50
LOWBOY with two drops in deck height - min 35 T							
MANLIFT SP 40 ft.	JLG	400S or equal	298	625	1,555	150	\$ 1.50
MANLIFT SP 60 ft.	JLG	600S or equal	368	850	2,200	150	\$ 1.50
MANLIFT SP 80 ft.	JLG	800S or equal	736	1,643	4,012	150	\$ 1.50
MANLIFT SP 125 ft. minimum to 135 ft. maximum	JLG	1200SJP or equal	1,330	3,360	7,638	150	\$ 1.50
MESSAGE SIGN - PROGRAMMABLE	WANCO	WTLMB (A) or equal	165	450	795	150	\$ 1.50
MORTAR MIXER 6 CF 5 HP G	CROWN	6PRGH8 or equal	86	304	641	150	\$ 1.50
MOTOR GRADER 35,000-45,000 lbs. class							
PATCH TRAILER DuraPatcher or similar							
PATCH TRUCK DuraMAXX or similar							

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PAVER - HOT MIX ASPHALT Rubber-tired Paver							
PAVER - HOT MIX ASPHALT Track Paver							
POLY PATCHER II or simliar Double-boiler type mixer, Trl Mtd.							
PRESSURE WASHER/Hot Water 120° Min, 700-3000 psi Min.	SHARK	BG252737 or equal	72	256	540	150	\$ 1.50
RECLAIMER 43,000 lbs min weight, 350 HP, 96" milling head 0 - 18" cutting depth range							
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20" deep min.							
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class							
ROCK TRUCK - ARTICULATED 20 -30 T							
ROLLER 5 Ton with 2 steel drums	VOLVO	SD45 or equal	446	1,060	2,485	150	\$ 1.50
ROLLER 10-15 Tons with 2 steel drums	VOLVO	DD90HF or equal	752	2,177	4,095	150	\$ 1.50
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated	WACKER	RD7A or equal	149	396	743	150	\$ 1.50
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							

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Vendor Should Type Price Page Schedule

Exhibit A Pricing Pages

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.
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Approx. 2.5ft W x 8.3 ft L							
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D							
SAND BLASTER 200 lb. hopper min.							
SCREENERS, Material Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW							
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth							
SKID STEER - HIGH FLOW							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							
Attachment: Jackhammer - Caterpillar CAT H55D S or equal							
Attachment: Concrete Slab Dowel							
SKID STEER - MILLING PLANER							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							

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Vendor Should Type Price Page Schedule

Exhibit A Pricing Pages

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.
SPRAY PATCHER Self-contained, Trl Mtd, spray-injection machine Self-supporting, rear mounted tri-fold articulating boom with fully counterweighted arm. Radius: Min 20'-10". Vert.Stroke: 5' - 2' below pavement level.							
STABILIZER (BO-MAG) SP 250 HP min.							
STRAW / MULCH BLOWER Trk. Mtd.	FINN	B40T or equal	133	413	1,164	150	\$ 1.50
STREET SWEEPER SP 3.0 Cyd. (min.)	LAYMOR	8HC or equal	279	664	1,515	150	\$ 1.50
STREET SWEEPER SP 8.0 Cyd. (min.)	SUPERIOR	DT80J or equal	338	840	2,231	150	\$ 1.50
STREET SWEEPER Trlr. Type							
STREET SWEEPER - HYDROSTATIC Elgin Pelican III or similar							
STREET SWEEPER - Towable Self-Propelled							
STREET SWEEPER - Truck-Mounted 4.0 C.Y. Min. hopper cap., water-spray system for dust control Side/curb brooms & rear/center broom, 11,000 lbs - 33,000 lbs							
TAMPER/COMPACTOR - Vibratory 650 min. blows per minute	WACKER	BPU2540A or equal	82	280	585	150	\$ 1.50
TRACTOR John Deere 6200 or similar							
Boom Mower Attachment to be used with the above Tractor							
Flail Mower Attachment to be used with the above Tractor							
Sicklebar Mower Attachment to be used with the above Tractor							
TRAILER 6 tons with ramps, minimum 18' length, 8.5' width	WASATCH	PJ T6 or equal	113	319	600	150	\$ 1.50

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Vendor Should Type Price Page Schedule

Exhibit A Pricing Pages

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.
TRAILER - FLATBED TRI-AXLE 22,500 GVWR, 23 ft. with dove tail, Air Breaks							
TRAILER - FLATBED - Two Axles 20,000# Payload Cap. Min.Width 8.5', Min.Length 24'							
TRAILER - LowBoy 35 - 50 ton - pony motor, self contained hydraulics							
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E							
TREE TRIMMER - Power Mechanical Trimmer - Track Up to 53' Reach - Kwik-Trim Takeuchi TB260 or simliar							
TREE TRIMMER - Telescoping Trimmer Power Train - Track Up to 75' Reach - 24" diameter saw - SkyTrim 75 or similar							
TRENCH BOX Various Sizes - Vendor provide sizes available							
TRENCH PAVER Base Widening Machine							
TRUCK - Heavy Industrial 2 Axle Steel Bed							
TRUCK - Heavy Industrial 3 Axle Steel Bed							
TRUCK - Heavy Industrial 4 Axle Steel Bed							
TRUCK - Heavy Industrial 5 Axle Steel Bed							
TRUCK - Heavy Industrial 2 Axle Aluminum "V" Bed							
TRUCK - Heavy Industrial 3 Axle Aluminum "V" Bed							
TRUCK - Heavy Industrial 4 Axle Aluminum "V" Bed							

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Exhibit A Pricing Pages

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.
TRUCK - Heavy Industrial 5 Axle Aluminum "V" Bed							
TRUCK - Water Tanker - min 1500 gallons	INTERNATIO	4200 or equal	438	1,313	2,500	150	\$ 1.50
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 20 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 40 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 50 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 60 ft. horizontal reach							
UNDERBRIDGE PLATFORM Truck Mtd., Hyd. Min. 23 ft. horizontal reach (driver to be included)							
VACUUM/JETTER SEWER CLEANER Trk. Mtd. 1,000+ gal. debris tank, 30+ gpm 2000+ CFM Vacuum Pump, 2200+ PSI water pump							
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
VAN - BOX 21,000 or greater							
VIBRATORY ROLLER with Water 4 - 5 ton Steel Double Drum							
VIBRATORY ROLLER with Water 8 - 10 ton Steel Double Drum							

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Vendor Should Type Price Page Schedule

Exhibit A Pricing Pages

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.
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES	WACKER	3PUMP or equal	63	238	536	150	\$ 1.50
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES	WACKER	PST4V or equal	81	306	608	150	\$ 1.50
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES	SYKES	GP150MC or equal	248	638	1,496	150	\$ 1.50
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES							
WELDER - PORTABLE 225 AMP min. -- GASOLINE powered	MILLER	BOBCAT T25 or equal	77	204	423	150	\$ 1.50
WELDER - PORTABLE 225 AMP min. -- DIESEL powered							
WORK PLATFORM SP SL 25' High Platform 1,500# CAP							
WORK PLATFORM SP SL 35' High Platform 1,500# CAP							

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 exceed 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: Herc Rentals Inc.

Authorized Signature: [Signature] Date: 7/10/2018

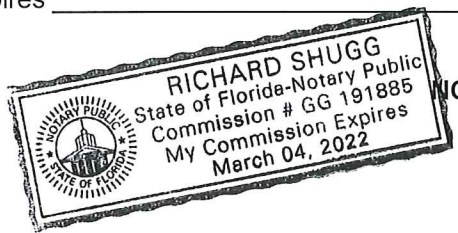
State of Florida

County of Lee, to-wit:

Taken, subscribed, and sworn to before me this 10 day of July, 2018.

My Commission expires March 04, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

REQUEST FOR QUOTATION
CRFQ 0803 DOT1800000116
(DOT6618C057)
Equipment Lease/Rental WITHOUT Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-end contract to provide Equipment for Lease/Rental without Operator for use at West Virginia Division of Highways' locations throughout the State of West Virginia.
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”** or **“Contract Items”** means the list of items identified for lease/rental in Section III, Subsection 3.2 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices contained in wvOASIS or attached hereto as Exhibit A 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 **“ANSI”** used throughout this Solicitation means the American National Standards Institute. Reference: www.ansi.org.
 - 2.6 **“OSHA”** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: www.osha.gov.
 - 2.7 **“Lease/Rental”** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, without Operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
 - 2.8 **“Contractor”, “Vendor” or “Equipment Owner”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.9 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications,

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Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

- 3.1. Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 102.6, except the second sentence of the first paragraph is deleted; 102.7, except numerals IV and V are deleted; 102.12, 102.13, 107, 108.8, 108.9, 109, 110 and all other related sections of the Standard Specs.

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 2018 Supplemental) using the **Attachment A** Standard Specifications Order Form and sent to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

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

- 3.2.1 Equipment Offered, without Operator, for Lease/Rental:** The Vendor shall lease/rent equipment, without Operator, to the WVDOH per the day, week and/or month per Section 3.2.3.

3.2.1.1 Exhibit A, Pricing Page provides a description of each piece of equipment being requested for potential WVDOH lease/rental. Vendor should provide their proposed piece of equipment by listing the Manufacturer's Name, Model Number and Serial Number, where applicable, as instructed in Section 4.2 of these specifications.

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3.2.2 Mobilization: To meet the immediate needs of the WVDOH, when a Vendor is required to deliver lease/rental equipment, Vendors shall deliver needed lease/rental equipment upon notice by the WVDOH, per Section 6.1 of these specifications, assembled and ready to operate to any location or locations as designated by the WVDOH on a Delivery Order. This may include weekends and/or holidays. Pricing for mobilization shall be bid per mile. Mobilization bid in any form other than cost per mile shall be grounds to disqualify the Vendor's bid. Vendor shall bid the cost of delivery of the leased/rented equipment for the first mile and the cost for any additional miles after the first mile.

Delivery/Mobilization fees shall be calculated and paid one-way only, by the WVDOH, from the Vendor's storage location to the WVDOH project site. When the Vendor has multiple projects, or the leased/rented equipment is traveling from one WVDOH location or project to project, additional miles will only be paid from project to project or from the Vendor's storage location to the project, whichever is less mileage. The WVDOH will provide the location for delivery of the leased/rented equipment to the Vendor on a Delivery Order.

The WVDOH will calculate the in-state delivery route mileage from the equipment owner's location of the leased/rented equipment to the WVDOH job site using the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH's District Office and the Central Office located in Charleston, WV. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH using "Google Maps" or a similar source for routing from the equipment owner's location of the leased/rented equipment to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.3 Lease/Rental Period: Quoted rates for leased/rented equipment, without Operator, shall be for lease/rental days, weeks and/or months.

A lease/rental day is a day of agency possession of leased/rented equipment during which it is not down for four hours or more during the normal work period.

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NOTE: Days on which a piece of leased/rented 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 equipment lease/rental.

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

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

The date of official receipt of leased/rented equipment by the WVDOH shall be considered the first day of lease/rental. The day immediately preceding the date on which leased/rented equipment is officially returned to the owner shall be considered the last day of lease.

A day or days used by the Vendor solely for travel to the site, set-up or breakdown of the leased/rented equipment shall not be considered as a lease/rental day.

3.2.4 Maintenance, Down Time and Risk of Loss:

3.2.4.1 Maintenance

3.2.4.1.1 Daily/Weekly Maintenance: At its own expense, the WVDOH shall provide fuel, oil and lubricants, according to the manufacturer and Vendor's requirement, necessary for the operation and use of the leased/rented equipment. For each piece of leased/rented equipment, upon delivery of the leased/rented equipment to the WVDOH or upon pickup by the WVDOH, the Vendor shall provide an operator's daily/weekly maintenance and operational checklist, according to the manufacturer and Vendor's requirement, of easily accessible components, such as, but not limited to, fluid levels and specifications, safety evaluation and visual inspection of equipment components which shall document the daily/weekly operational condition of the leased/rented equipment.

NOTE: The WVDOH does not dictate the requirements of the Vendors' daily/weekly checklist.

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Any minor and/or major needed repairs discovered during the operator's daily/weekly inspection shall be noted on the maintenance and operational checklist. The WVDOH shall contact the Vendor before the leased/rented equipment is placed into service by the WVDOH.

3.2.4.1.2 Repair or Replacement Parts: The WVDOH shall reimburse the Vendor for the repair or replacement of any part of the leased/rented equipment which shall be destroyed, damaged or made inoperative because of ordinary negligence, abuse or improper operation by its personnel. The WVDOH shall not be responsible for any such replacement or repair caused by a defect existing in such leased/rented equipment at the time of delivery by the Vendor to the WVDOH or if the need for such repair or replacement resulted from normal usage.

3.2.4.2 Down Time: All leased/rented equipment inoperable due to the necessity of replacement of parts or repair of damage for a period greater than four (4) hours shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH for the use of the leased/rented equipment for such periods unless "down time" is due to the negligence or lack of reasonable care by the WVDOH.

3.2.4.3 Risk of Loss, Damage, Destruction or Theft: While in the possession or under the control of the WVDOH, due to or caused by the ordinary negligence of the WVDOH or its personnel or by the failure of the WVDOH or its personnel to exercise ordinary care for the protection of such leased/rented equipment, the responsibility shall be borne by the WVDOH from and after the delivery of such leased/rented equipment by the Vendor to the location designated by the Delivery Order and its acceptance by the WVDOH according to Section 6.1.1 of these contract specifications and the terms and conditions hereinafter set forth. The WVDOH shall reimburse the Vendor for the repair or replacement of any part of said leased/rented equipment which shall become lost, stolen or damaged due to the failure of the WVDOH and its personnel to use ordinary care for the protection of such leased/rented equipment.

The Vendor shall be responsible for any loss, damage, destruction or theft, partial or complete, caused by a defect in such

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leased/rented equipment existing at the time of delivery thereof by the Vendor to the WVDOH.

The total or partial loss of use or possession of any leased/rented equipment shall not abate any payments required to be made by the WVDOH to the Vendor if such loss of use or possession is caused by the ordinary negligence or the lack of ordinary care of such leased/rented equipment by the WVDOH or its personnel.

The leased/rented equipment shall be deemed a total loss due to its disappearance or if it has sustained physical damage and the estimated cost of repairs is determined to exceed 75% of the market value of such leased/rented equipment. If a claim is made by the Vendor against the WVDOH for the loss or damage to such leased/rented equipment, the Commissioner of the WVDOH shall review such claim and if after reviewing the Commissioner shall determine that a sum of money is due the Vendor and acceptable to the Vendor, issue a requisition to the Auditor of the State of WV for the payment of such agreed sum to the Vendor. Reference WV Code §17-3-4.

<http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=17&art=3§ion=4#03>

If, prior to the payment of any claim to the Vendor by the WVDOH, the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation, any such sum of money shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. The same shall be with the Vendor. If the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation a sum of money after payment from the WVDOH has been received, the Vendor shall reimburse the WVDOH the amount received or such part received that equals the amount WVDOH has paid to the Vendor.

The Vendor may at its choice proceed to the WV Court of Claims as to any claim it may have against the WVDOH for such loss, damage, destruction or theft of said equipment.

3.2.4.4 Accident Inspection: If leased/rented equipment is damaged or requires repair because of a mechanical failure, prior to being placed back into service for use by the WVDOH, a thorough inspection shall be performed by the Vendor to ensure the

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mechanical function and safety condition of the unit. Damaged leased/rented equipment such as, but not limited to, Aerial Bucket Truck, Aerial Platform Truck, Crane, Manlift and Underbridge Platform Inspection Units shall receive inspections and tests to be in full compliance meeting all manufacturer's, State and Federal rules and regulations before being placed back into service for use by the WVDOH.

4. CONTRACT AWARD:

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

4.2 Pricing Pages and Information Attachment form:

4.2.1 Exhibit A, Pricing Pages: Vendors may bid any or all items on **Exhibit A, Pricing Pages**.

Vendors should submit their proposed pricing for each item bid as daily, weekly and/or monthly on the Pricing Pages. Proposed pricing submitted in any other format other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety. Proposed pricing for delivery fee rates are only acceptable per Section 3.2.2 of the contract specifications.

Vendors should submit a description of the proposed equipment for each item bid on the Pricing Page. This information should include the Manufacturer's Name, Model Number and Serial Number, where applicable.

Multiple pieces of equipment can be proposed/identified on one Pricing Page whether pricing is the same or varying prices.

The Pricing Pages contain a list of Contract Items. There is no estimated lease/rental volume available for any Contract Item. No future use of the Contract or any individual Contract Item is guaranteed or implied.

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4.2.2 Information Attachment Form Exhibit B: The **Exhibit B** Information Attachment Form should identify the Vendor's Base Location and any other potential Base Locations where the leased/rented equipment may be delivered from, by the Vendor or picked up by the WVDOH. The Vendor should provide the 911 address or the most recent physical street address, city and state for each Base Location. If the Vendor fails to provide the Base Location(s) on the **Exhibit B** Information Attachment Form, the Vendor's bid may be disqualified.

The Vendor should complete the "Counties Bid" section on the **Exhibit B** Information Attachment Form by identifying the counties serviced. If the Vendor fails to indicate which County or Counties serviced, it will be assumed that the Vendor's bid is Statewide.

Failure to provide the requested information on the **Exhibit B** Information Attachment Form and the requested information on **Exhibit A**, Pricing Pages, for each item bid, may result in disqualification of award to the Vendor for an item or disqualification of the bid in its entirety.

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

4.3 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 Maintenance 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 Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2017/2018 Contracts 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 from the 2017/2018 Contracts 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 Order from the 2017/2018 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

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Vendor to give to another Vendor, but to establish a transition process from one contract to another contract.

5. ORDERING, INVOICING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms 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.

At the time of need, the selection method to determine the low-bid Vendor per project, the WVDOH will calculate the cost of leasing/renting the equipment plus the cost of delivery of the leased/rented equipment from the Vendor's base location to the WVDOH job site and award the Delivery Order to the Vendor who can furnish the leased/rented equipment at the least overall cost. The WVDOH shall record the Vendor's equipment serial number on the Delivery Order.

An example: Lease/Rental of an Aerial Bucket Truck for three days, at \$100.00/day with a 10-mile delivery at \$1.00/1st mile and \$.50/each additional mile. To calculate lease/rental: \$100.00/day x 3 days = \$300.00 for lease/rental of the equipment only. To calculate mobilization: \$1.00/1st mile plus \$.50/each additional mile x 9 miles = \$5.50 for mobilization of equipment only. Add \$300.00 for equipment and \$5.50 for mobilization for a total of \$305.50 lease/rental for three days.

Proximity of the leased/rented equipment to the WVDOH job site shall be a factor in determination of each Delivery Order. As explained in the preceding paragraphs, the Delivery Order will be issued to the lowest awarded Vendor; however, it is understood between the WVDOH and all awarded Vendors, if the low awarded Vendor for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest awarded Vendor. If a Vendor cannot be found to perform the duties and obligations under this contract, the Delivery Order may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

NOTE: Due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need, the WVDOH shall have the option of picking up the leased/rented equipment from a Vendor's base

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location. If the WVDOH chooses the pickup option, the Vendor's cost of delivery is not calculated into the cost.

5.2 Invoicing:

- 5.2.1** 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 3.2.3 of this contract.
- 5.2.2** Equipment leased/rented for one lease/rental week shall be invoiced at the weekly lease/rental rate or the number of lease/rental days times the daily lease/rental rate, whichever is less.
- 5.2.3** 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.
- 5.2.4** Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, each day more than the multiple shall be evaluated as one-thirtieth of a lease/rental month.
- 5.2.5** An invoice submitted to the WVDOH shall include the following:
- a) The beginning date and the date on which invoice period ends.
 - b) The number of lease/rental days in the invoicing period.
 - c) The number of lease/rental equipment downtime days in the invoicing period.
 - d) The make, model and serial number of the leased/rented 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 lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is leasing/renting the equipment.

NOTE 2: The period of need for leased/rented equipment as specified on the Delivery Order is only an estimate of need and

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shall not be used for invoicing purposes. Payment shall only be made for actual leased/rented days.

- 5.3 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 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.**

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 24 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received.
- 6.1.1 Acceptance, Beginning of Lease/Rental Period:** Upon delivery of the leased/rented equipment by the Vendor to the location described in the Delivery Order, the WVDOH shall test and inspect the leased/rented equipment. If such leased/rented equipment is found to be in good order, the WVDOH shall accept the leased/rented equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such leased/rented 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.
- 6.2 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 Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be as per Section 3.2.2 of the contract specifications. Vendor shall include the cost of standard order delivery charges as directed in Section 3.2.2 of the contract specifications.

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- 6.4 Return of Equipment:** Upon the completion of the project, the WVDOH will return the leased/rented equipment, at its expense to the Vendor at the original location at which such equipment was delivered to the WVDOH. The equipment must be washed and clean upon return to the vendor.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of leased/rented equipment that was not awarded on this contract, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either plan 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. 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 lease/rental price, at the Agency's discretion.
- 6.6 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 lease/rental condition.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default:
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 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.
- 8.2 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.
- 8.3 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 inspecting the lease/rented equipment.
- 8.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 8.5 Insurance:** The WVDOH is insured by the Board of Risk and Insurance 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.

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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: Rob Tudor
Telephone Number: 304-617-9270
Fax Number: _____
Email Address: robby.tudor@hercrentals.com