



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

Header 1

List View

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

Procurement Folder: 621966

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: VS0000017039 

SO Doc ID: DOT2000000029

Legal Name: AWP INC


Published Date: 9/5/19

Alias/DBA:

Close Date: 9/16/19

Total Bid: \$26,344.00

Close Time: 13:30

Response Date: 09/13/2019 

Status: Closed

Response Time: 13:43

Solicitation Description: BRIDGE DAY SIGNING - (85202007) 

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 621966
Solicitation Description : BRIDGE DAY SIGNING - (85202007)
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-09-16 13:30:00	SR 0803 ESR09121900000001680	1

VENDOR
VS0000017039 AWP INC

Solicitation Number: CRFQ 0803 DOT2000000029

Total Bid : \$26,344.00 **Response Date:** 2019-09-13 **Response Time:** 13:43:46

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@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	Traffic control - Bridge Day 2019 Signing	1.00000	LS	\$26,344.000000	\$26,344.00

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description : Rental & Placement of 18 CMS (Changeable Message Signs) with messages and placed in specific locations for Bridge Day 2019.

Comments: Event Schedule for 10/19/2019 and boards will be delivered the week of Oct. 6th.

AGENCY DELEGATED AGREEMENT

Purchase Order # _____ wvOASIS Vendor/ Customer # _____

I, _____, agree to perform the following services
for _____ at _____
(Name and address) (Agency) (Location)


(Detailed description of services to be performed)

Date(s) of Service: from _____ to _____.
The rate of pay shall be _____ per _____ not to exceed
\$ _____ for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am **not** currently a full-time employee of the State of West Virginia;
- I **am** currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by _____  _____
(Position) (Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.


APPROVED BY:

Agency _____

(Authorized Signature of Agency)

(Title)

(Date)

Vendor _____


(Vendor's Signature)

(Title)

(Date)



Quotation

Quote #: Q-51825-2
 Date: 8/16/2019 8:51 AM
 Expires On: 9/15/2019

4244 Mt. Pleasant St NW
 North Canton, OH 44720

West Virginia Division of Highways

Building 5, Room A-550
 1900 Kanawha Blvd. E.
 Charleston, West Virginia 25305

Attention: Donald R Meadows
 Phone:(304) 558-9453
 Email:donald.r.meadows@wv.gov

Quote Name: Bridge Day 2019 - West Virginia - Message Board Rental

Various locations in Fayette, Raleigh, Kanawha & Braxton Counties

PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Peter Herrera	(330) 677-7467	pherrera@awptraffic.com	AWP Delivery	Net 30

Notes & Details:

Event Scheduled for October 19th, 2019.

Notwithstanding contrary terms contained in the Service Terms & Conditions, and the Supplemental Pricing Guide, the terms contained in the Notes & Details, terms, pricing, and the Description of services shall apply to this Quotation.

Equip Rental with Set-Up

Event Scheduled for Saturday, October 19, 2019

DESCRIPTION	UNIT PRICE	QTY	EXTENDED
18 PCMS (Portable Changeable Message Sign) <ul style="list-style-type: none"> AWP to provide rental & placement of 18 message boards to be programed with messages provided by WV DOT and placed in specific locations along I-77, I-79 and US19 with technicians to be on call for Bridge Day 10.19.2019. 	\$26,344.00	1	\$26,344.00
Equip Rental with Set-Up TOTAL:			\$26,344.00

SERVICE TERMS & CONDITIONS

1. A daily minimum of \$350 applies to the hours quoted above for any and all traffic control work actually performed on the customer's behalf. (For scheduled assignments cancelled by the customer prior to the start of work, see point #7 below.)
2. Standard or straight time billing rates apply to any planned work after 6:00 AM or before 4:00 PM during the week scheduled at least 12 hours in advance. Overtime is defined as work over 8 hours, work starting before 6:00 AM or after 4:00 PM, work performed on Saturdays and any work not scheduled 12 hours or more in advance. Work performed on Sunday or major holidays will be billed at double time rates. All rates for overtime and Sunday/holiday work are shown on the quote.
3. Our payment terms are net 30 days. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum. We render weekly billing provided a credit application has been received in advance of work being scheduled and provided the credit check is satisfactory. In the event a credit application is not received in advance work being scheduled or if the credit check is unsatisfactory, AWP reserves the right to require credit card payment (+3% of invoice for credit processing fees) or deny acceptance of work. We do expect our clients to notify us in advance of situations calling for the payment of prevailing wages and fringes. In such cases, please consult the applicable U.S. Department of Labor Wage Determination Letter, and forward a copy to us so that we may prepare an alternate quotation to the rates listed above. All of our prevailing wage billing rates include the preparation of necessary certified payroll documentation.
4. A \$50 surcharge will be applied to all invoices rejected due to lack of a job number or customer signature.
5. The above rates are inclusive of all personnel and equipment charges, relating to a DOT defined standard flagging operation. Exceptions re: crash trucks, arrow boards, message boards and work zone design services, which are priced based on specific job requirements.
6. No provision has been made for the procurement or payment of law enforcement officers. If you wish us to handle this task, the billing rate would be actual cost plus 25% administration fee.
7. You may cancel scheduled work without incurring a charge (except for required per diem, see below) by contacting the AWP Support Center (1-800-343-2650) at least 2 hours prior to the scheduled start time of our work. Work cancelled less than 2 hours prior to the scheduled start time of our work will be billed at 75% of the quoted daily rate. Cancellation of our work will be recognized only when accomplished by contacting the AWP Support Center.
8. A required per diem will be billed at the applicable rate regardless of whether our work is cancelled.

EQUIPMENT RENTAL TERMS & CONDITIONS

1. The rental of all equipment by you (the "Lessee") from AWP, Inc. DBA Area Wide Protective, Inc. (the "Lessor") is subject to the terms and conditions of this Lease Agreement for Contract for Hire (this "Agreement" or this "Lease Agreement").
2. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon any equipment and shall ensure that no equipment is subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order. The Lessee is responsible for all regular routine maintenance and repair. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this Lease, pay the cost of: (a) all lubricants required to operate the equipment; (b) all repairs required to be made to the equipment in order to keep it in good and proper operating condition in accordance with the operator's manual; and (c) replacing broken or worn out parts.
3. The Lessee shall indemnify and hold harmless the Lessor against all loss and damage to the equipment during the rental period. Without limiting the foregoing, the Lessee shall indemnify and hold harmless the Lessor against all loss, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damages suffered by any person by reason of the equipment or the operation, handling, transportation or use of the equipment by or while in the hands of the Lessee or the Lessee's employees, agents, representatives or carriers. The Lessee shall remain responsible for the equipment until it has been returned to the Lessor (or in the case of loss or theft of the equipment until the full replacement value of the equipment has been provided to the Lessor, as calculated in accordance with the other provisions of these terms and conditions). The Lessee shall maintain at the Lessee's own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Lessee hereby renounces all claims which it may have against the Lessor for any loss or damage which it may suffer, either directly or indirectly, by reason of the condition of the equipment or its suitability for the work it may be required to perform.
4. The Lessee agrees to pay, upon delivery, all monies as provided on the face of this Agreement and that in the event of non-payment by Lessee, Lessee agrees to pay all collection fees, including legal fees and costs incurred in the collection of unpaid monies.
5. Without limiting the other provisions of this Agreement, the Lessee shall insure the equipment against all losses or damage of any kind whatsoever in: (a) an amount to be calculated as on the face of this Agreement; or (b) the amount of the equipment's full replacement cost, and hereby assigns to the Lessor all such policies of insurance and the proceeds there from. Replacement cost shall, for the purposes of this Agreement, be deemed to include disassembly, replacement and inspection of the equipment and/or loss of rental income and all other associated costs arising during the time of assessment to determine the above costs but shall not include a deduction for depreciation.
6. The Lessee agrees that in the event of damages, loss or theft of the equipment leased, and whether or not through the negligence of the Lessee and/or its servants and whether or not the said servants were acting within the scope of their employment, the Lessee will pay the Lessor the fair market value cost of the equipment leased and rental charges shall continue until the equipment is returned to the Lessor, save and except in the case of loss or theft of the equipment, rental charges shall only continue until the Lessor receives the fair market value cost.
7. Our payment terms are net 30 days. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum.
8. If the rental period is designated as a "month" on the reverse of this page, it shall mean a period of twenty-two (22) consecutive days. If the rental period is designated as a "week" on the reverse of this page, it shall mean a period of three (3) consecutive days. If the rental period is designated as a "day" on the reverse of this page, it shall mean a period of eight (8) consecutive hours. The Lessor shall calculate the total number of calendar days of the Lessee's possession. The rental period shall be deemed to commence at the time the equipment departs from the Lessor's premises and shall be deemed to have terminated at the time the subject equipment arrives at the Lessor's premises. It is agreed by the parties that the rental period shall include the duration of time when the equipment is being transported to and from the Lessor's premises. There shall be a minimum one (1) day rental charge regardless of the actual period of rental if less than one (1) day.

GOVERNING LAW; JURISDICTION; MISCELLANEOUS

1. The provisions of this Agreement shall be governed and construed and enforced in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of the Stark County Court of Common Pleas for any actions, suits or proceedings arising out of or relating to this quote or the transactions contemplated by this quote. The parties agree that any action arising out of or related to this quote shall not be subject to removal to federal court for any reason and each party irrevocably waives any such right. Any party who removes or attempts to remove any action to federal court, notwithstanding the above prohibitions, shall pay the other party's reasonable attorneys' fees and costs incurred in obtaining a remand of the action. AWP is entitled to recover its attorney's fees and costs in enforcing this agreement.
2. From the date of commencement of services until one year following the completion of services, Client and AWP both agree that they shall not solicit or offer to provide employment to any employee of the other who is performing services under this Agreement, without the express written permission of an authorized representative. Both parties agree that any such solicitation, offer or employment of any employee who performed services under this

Agreement would cause great or irreparable harm to each party and that each party would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the employee solicited (or former employee as the case may be) representing the cost of training a new employee. Accordingly, each party agrees to pay the other, as liquidated damages, an amount equal to double the solicited employee's (or former employee's) annual compensation.

Purchase Order:

Name (Print):

Signature:

Billing

Reference:

Effective Date:

Title:

Please sign and email to Peter Herrera at pherrera@awptraffic.com or fax to (330) 230-9237.

Quote #: Q-51825-2

Quote Name: Bridge Day 2019 - West Virginia - Message Board Rental