



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

Request for Quotation

RFQ NUMBER
6612C016

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

VENDOR

*615125818 740-423-9682
 TRI STATE CONCRETE PUMPING INC
 PO BOX 548
 BELPRE OH 45714

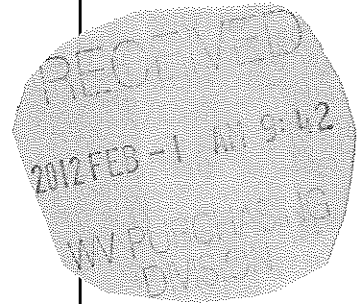
SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66		
<p>ROAD AND HIGHWAY EQUIPMENT LEASE</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE FOR LEASE OF EQUIPMENT FROM INDIVIDUALS AND ORGANIZATIONS FOR PURPOSES AND LOCATIONS TO BE DETERMINED BY THE DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>SCHEDULE I: IS FOR EQUIPMENT WITHOUT AN OPERATOR.</p> <p>SCHEDULE II: IS FOR EQUIPMENT WITH AN OPERATOR.</p> <p>SCHEDULE III: SRIC EQUIPMENT USE IN EMERGENCY SITUATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>						

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PROPERTY

*615125818 740-423-9682
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<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

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	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE <i>Tri State Concrete Pumping Inc</i> COMPANY</p> <p>1-30-12..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p>						

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304-558-2402

VENDOR

***615125818** **740-423-9682**
TRI STATE CONCRETE PUMPING INC
PO BOX 548

BELPRE OH 45714

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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
<p>***** THIS IS THE END OF RFQ 6612C016 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 740-423-9682	DATE 1-30-12
TITLE <i>[Signature]</i>	FEIN 31-1395619	ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

Req. No. 6612C016

The following sections of the West Virginia Divisions of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications 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 Specifications.

The terms "Contractor", "Vendor" and "Equipment Owner" used in the above specifications and throughout this contract are interchangeable. Contractor shall mean Vendor and Equipment Owner, Vendor shall mean Contractor and Equipment Owner and Equipment Owner shall mean Contractor and Vendor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, and the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, WV 25305-0430
Phone 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

2. SCOPE OF WORK

The purpose of this contract is to provide equipment for lease from individuals and organizations for use at locations throughout the State of WV by the Division of Highways. Such equipment will be required for the completion of maintenance or construction projects or any other such condition as may result in equipment needs beyond Division of Highways' fleet capacity.

3. BIDDING INSTRUCTIONS

Vendors may quote the cost to supply any or all of the equipment listed on the attached Bid Schedule.

Three schedules make up the Bid Schedule. Schedule I is for equipment without operators. Schedule II is for equipment WITH operators. Schedule III is for Snow Removal and Ice Control (SRIC) equipment to be used in emergency situations when current SRIC Division of Highways equipment is not sufficient due to extreme weather related conditions.

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, will be cause to reject bids.

Vendors are requested to type prices on Bid Schedule sheets. Bid Schedules **must not** be altered by the vendor. If Bid Schedules are altered in any way, by the vendor, the bid will be disqualified.

For a quotation to be considered valid, the owner shall provide the manufacturer's name(s), model number(s) and serial number(s) of the equipment offered for lease and the rental rate in dollars per day, dollars per week and dollars per month on the Bid Schedule. Also, equipment owners shall quote the cost to deliver leased equipment to the location specified by the Division of Highways. This quotation shall be the cost to deliver the equipment the first road mile and the cost to deliver the equipment each additional road mile thereafter.

Quotations for mobilization shall be cost per mile. Submission of mobilization quotes in any form other than cost per mile, by the vendor, shall be grounds to disqualify the quotation. Delivery/Mobilization fees shall be paid one way only by the Division of Highways.

In-state delivery route mileage will be calculated by the Division of Highways from the equipment owner's location of the equipment to the Division of Highways job site by utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways' District office and central office. The Division of Highways 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 Division of Highways utilizing "Map Quest" or a similar source for routing from the equipment owner's location of the equipment to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways' job site.

The quoted rates for leased equipment, with operator or without operator (i.e., \$/day, \$/week and \$/month), shall be for lease days, lease weeks and lease months as defined under the heading "DEFINITION OF LEASE PERIOD". Quotations which do not conform to all requirements of this specification will not be honored.

4. LEASING INSTRUCTIONS

The Division of Highways' District wishing to lease a specific type of equipment will compute, for each applicable bid, the cost of renting the equipment during the estimated lease period plus the cost of delivering the equipment to the job site and award the Agency Release to the equipment owner who can furnish the equipment to the Division of Highways at the least overall cost.

A twenty-four (24) hour notice will be given to all vendors prior to the need of equipment by the Division of Highways' District Engineer or his representative except when emergency situations require need upon demand.

Example: Rental of an Aerial Bucket Truck for 3 days (with or without Operator) at \$100.00/day with 10 mile delivery at \$1.00/1st mile and \$.50/each additional mile:

To calculate: \$100.00/per day x 3 days = \$300.00 for rental of the equipment only + \$1.00/1st mile + \$4.50/additional 9 miles = \$305.50 total rental for three days.

Equipment owners shall furnish the Division of Highways, the serial numbers of all equipment being leased. Said serial numbers shall be recorded on the Agency Release.

5. DEFINITION OF LEASE PERIOD

The date of official receipt of leased equipment by the Division of Highways shall be considered the first day of lease.

The date immediately preceding the date on which leased equipment is officially returned to the owner shall be considered the last day of lease.

Days on which a piece of equipment is down for normal maintenance or repair for four (4) 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.

A lease day is a day of agency possession of equipment during which it is not down for four (4) hours or more during the normal work period.

A day or days used by the vendor solely for the purpose of travel to the site, set-up or breakdown of equipment shall not be considered as lease days.

A lease week is seven (7) lease days (includes Saturdays, Sundays and Holidays).

A lease month is thirty (30) lease days (includes Saturdays, Sundays and Holidays).

6. METHOD OF AWARD

All vendors meeting the specifications will be awarded a contract. The award will be made in the best interest of the State of West Virginia. The Division of Highways reserves the right to make multiple awards based on the capacity of each vendor beginning with the lowest responsible bidder.

7. ORDERING PROCEDURE

An Agency Release for equipment will be made as the need arises. Proximity of equipment as to job site shall be a factor in determination of each Agency Release. The Agency Releases will be issued to the lowest responsible bidder, which will include the rental rate of the equipment whether by the day, by the week or by the month plus the equipment delivery fee, that has met the requirements listed in this RFQ.

It is understood between the Division of Highways and all vendors whose bids are accepted, that in the event the low bidder for any given job location is unable to perform, the Agency Release will be made to the next lowest bidder. In the event that no bidder can be found to perform his duties and obligations under the contract, then the Agency Release, upon authorization of the Director of Purchasing, may lease said equipment on the open market.

8. INVOICING INSTRUCTIONS

The minimum period of lease shall be one (1) lease day.

Equipment leased for one (1) lease day or less shall be invoiced at the daily lease rate.

Equipment leased for one (1) lease week or less shall be invoiced at the weekly lease rate or the number of lease days times the daily lease rate, whichever is less.

Equipment leased for more than one (1) lease week but for less than one (1) lease month shall be invoiced at the monthly lease rate or the number of lease weeks times the weekly lease rate or the number of complete lease weeks plus an amount calculated by the above paragraph for any period less than a multiple of seven (7) days, whichever is less.

Equipment leased for one (1) lease month or more shall be invoiced at the monthly rate. In the event the lease period is not a multiple of thirty (30) lease days, then each day in excess of the multiple shall be evaluated as one-thirtieth (1/30) of a lease month.

An invoice for payment on leased equipment shall set forth the following:

1. The beginning date and the date on which the invoicing period ends.
2. The number of lease days in the invoicing period.
3. The number of equipment downtime days in the invoicing period.
4. The make, model and serial number of the leased equipment being invoiced, and
5. The total owed to the vendor and the method of calculation.

NOTE 1: The Division of Highways will supply the equipment owner with the downtime days in any calendar month within ten (10) days following the end of the calendar month or within ten (10) days following termination of lease, whichever is appropriate. The equipment owner may obtain this information sooner by calling the Division of Highways' District that is leasing the equipment.

NOTE 2: The period of need for leased equipment as specified in the Agency Release is only an estimate of need and shall not be used for invoicing purposes.

9. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State agency as a condition of award.

10. LABOR RATES

All labor rates paid by the Vendor under this contract must be in compliance with, The West Virginia State Code Chapter 21, Article 5A: Wages for Construction of Public Improvements.

**THIS REQUEST FOR QUOTATION, GENERAL TERMS AND
SCHEDULES I AND II FORM THE QUOTATION AND
CONSTITUTE ONE INSTRUMENT THAT MUST BE READ IN ITS ENTIRETY.**

GENERAL TERMS

**I
DEFINITION OF "LEASE" AND
DESIGNATION OF PARTIES**

"Lease" shall mean an agreement wherein the Division of Highways leases the equipment set forth and described in Schedule I, attached to and made a part hereof, for periods of time not to exceed ninety (90) days unless otherwise clearly specified in the Agency Release, which said Agency Release shall define the period of time of any particular lease of equipment.

**II
DELIVERY/MOBILIZATION**

Any Vendor whose bid is accepted by the Division of Highways shall deliver such equipment requested by the Division of Highways at any given time, assembled and ready to operate, to any location or locations designated by Division of Highways.

**III
ACCEPTANCE: BEGINNING OF TERM**

Upon delivery of each item of equipment by the Vendor to the location described in the individual Agency Release, the Division of Highways shall have an authorized representative to test and inspect the same and, if such item of equipment is found to be in good order, to accept such item of equipment and to acknowledge the same in whatever form reasonably required by the Vendor. Such item of equipment shall be deemed to have been delivered to and accepted by the Division of Highways on the date specified in such acknowledgment and the term of the agreement covering such item of equipment shall be deemed to begin on that date.

**IV
PAYMENT IN ARREARS**

The Division of Highways is prohibited by Law from paying in advance for equipment, commodities or services. Therefore, all monthly payments made pursuant to a lease agreement shall be made in arrears, for the preceding month.

V
**MAINTENANCE OF EQUIPMENT WHEN
OPERATORS OF EQUIPMENT ARE FURNISHED
BY THE DIVISION OF HIGHWAYS**

V1. The Division of Highways shall repair or replace any part of the leased equipment which shall be destroyed, damaged or made inoperative by reason of the ordinary negligence, abuse or improper operation by its personnel. The Division of Highways shall not be responsible for any such replacement or repair caused by any defect existing in such equipment at the time of delivery of such equipment by the Vendor to the Division of Highways or if the need for such replacement or repair resulted from normal usage. The Division of Highways shall replace or repair any part of said equipment which shall become lost, stolen or damaged by reason of the failure of the Division of Highways and its personnel to use ordinary care for the protection of such equipment.

V2. Down Time: All such equipment inoperable by reason of the necessity of replacement of parts or repair of damage for a period of time greater than four (4) hours shall be considered by the Division of Highways as "down" and no payment shall be made by the Division of Highways for the use of such equipment for such periods unless such "down time" is due to the negligence or lack of reasonable care by the Division of Highways.

VI
FUEL, OIL AND OTHER LUBRICANTS

The Division of Highways shall, at its expense, provide only fuel, oil and other lubricants (which are necessary for the operation, maintenance and use) of the equipment leased without the vendor's operators. Equipment leased with the vendor's operators shall have fuel, oil and other lubricants supplied by the vendor. Vendors shall be responsible for performance of regular, routine, preventive maintenance, according to Manufacturer recommendations of equipment and parts/supplies associated with regular, routine, preventive maintenance activities.

VII
**RISK OF LOSS, DAMAGE OR THEFT
WHERE OPERATORS OF EQUIPMENT ARE
FURNISHED BY THE DIVISION OF HIGHWAYS**

All loss, damage, or destruction of such leased equipment, partial or complete, or loss by reason of theft, to or of any of the subject equipment, while in the possession or under the control of the Division of Highways, due to or caused by the ordinary negligence of the Division of Highways or its personnel or by the failure of the Division of Highways or its personnel to exercise ordinary care for the protection of such equipment, shall be borne by the Division of Highways from and after the delivery of such equipment by the Vendor to a

location designated by the Division of Highways and its acceptance by the Division of Highways, subject however, to the terms and conditions hereinafter set forth. The Division of Highways shall not be responsible for any such loss, damage or destruction, partial or complete, caused by a defect in such equipment existing at the time of delivery thereof by Vendor to the Division of Highways.

The total or partial loss of use or possession of any of said equipment resulting, as herein above set forth, shall not abate any payments required to be made by the Division of Highways to the Vendor if such loss of use or possession is caused by the ordinary negligence or the lack of ordinary care of such equipment by the Division of Highways or its personnel.

The subject equipment shall be deemed to be a total loss by reason of its disappearance or if it has sustained physical damage and the estimated cost of repairs is determined, as hereinafter provided, to exceed seventy-five percent (75%) of the market value of such equipment. If a claim is made by the Vendor against the Division of Highways for the loss or damage to such equipment, the Commissioner of the West Virginia Division of Highways shall, pursuant to the provisions of Section 4, Article 3, Chapter 17 of the Code of West Virginia 1931, as amended, review such claim and if, after such review, the said Commissioner shall determine that a sum of money is due the Vendor as a result of any such claim shall, if such determination or finding is acceptable to the Vendor, issue a requisition to the Auditor of the State of West Virginia for the payment of such agreed sum to the Vendor.

Nothing herein contained shall prevent the Vendor from proceeding in the West Virginia Court of Claims as to any claim he, she or it may have against the Division of Highways for such loss, damage or destruction.

In the event that, prior to the payment of any claim to the Vendor by the Division of Highways, the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation by reason of such loss, damage or theft, any such sum of money so paid to Vendor shall be deducted by the Division of Highways from any claim to be paid by it to the Vendor. If the Vendor shall receive any sum of money from any insurance company, person, firm or corporation for such loss, damage or theft, subsequent to the payment to the Vendor by the Division of Highways of a sum of money for a claim for such loss or damage, the Vendor will pay to the Division of Highways the amount so received or such part of said amount that equals the amount Division of Highways has paid to said Vendor.

VIII
MAINTENANCE AND RISK OF LOSS, DAMAGE OR THEFT
OF EQUIPMENT WHEN OPERATORS OF EQUIPMENT
ARE FURNISHED WITH EQUIPMENT BY VENDOR

In the event operators are furnished by the Vendor to operate such equipment leased to the Division of Highways, the Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment or destruction of or damage thereto, and shall repair all damage to such equipment and replace any such equipment lost or destroyed. The Division of Highways may deduct that part of any rental to be paid to Vendor for the use of such equipment for such period of time the equipment is not available for such use during the time of such repair or replacement due to such damage or loss or during the time involved in the replacement of any piece of equipment.

The Division of Highways shall be responsible for any loss of such equipment or any part thereof during the time that such equipment is not in use or is not required to be attended by Vendor's operators provided, however, that such equipment is delivered by the Vendor through its operators to a place designated by the Division of Highways' employees or agents, in which case the Division of Highways shall be responsible for the security of such equipment, and, provided further, however, that the Division of Highways' responsibility or liability for such security will be limited to ordinary care.

Such operators so furnished by the Vendor, while under the direction of the Division of Highways, shall remain the employees of and under the control of the Vendor, and shall not be considered as agents of the Division of Highways.

IX
LIENS

The Division of Highways 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 subject equipment, except with respect to the respective rights of the Vendor and the Division of Highways as herein provided.

X
ENJOYMENT OF EQUIPMENT

The Vendor covenants to provide the Division of Highways during the term of the applicable agreement with quiet use and enjoyment of the subject equipment, and the Division of Highways shall, during the term peaceably and quietly have, hold, and enjoy the subject equipment, without suit, trouble or hindrance from the Vendor, except as expressly set forth in this agreement. Any assignee of the Vendor shall not interfere with such quiet use and

enjoyment during the term of the agreement so long as the Division of Highways is not in default.

XI **INSPECTION OF EQUIPMENT**

To the extent that the Division of Highways has the authority to grant or permit, the Vendor shall have the right, during work hours, to enter upon the premises where the subject equipment is located for the purpose of inspecting or observing the use of the leased equipment.

XII **RETURN OF EQUIPMENT**

Upon the expiration of the term of this agreement, the Division of Highways shall return the equipment leased hereunder, at its expense, to the Vendor at the original location at which such equipment was delivered to the Division of Highways. Equipment must be washed and clean, upon return to the vendor.

XIII **DAMAGE BEYOND CONTROL OF LESSEE**

The Division of Highways shall not be liable for damage to or loss of any leased equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the Division of Highways' control.

XIV **DEFAULT**

Upon default of any of the provisions or terms of this Agreement by either the Division of Highways or the Vendor, the parties hereto shall have recourse to the remedies provided by the laws of the State of West Virginia and the United States of America.

XV **INSURANCE**

The Division of Highways is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, i.e., over thirty (30) consecutive days equipment lease. Insurance coverage for short term rental/lease equipment will be the responsibility of the owner/Vendor. The Division of Highways will, at its option, either replace or pay to Vendor the fair market value of any of the subject

equipment or any part thereof, lost, destroyed or stolen by reason of the negligence of or lack of ordinary care on the part of its employees as herein-before provided in Section VII.

XVI INDEMNITY

Article X, Section 6 of the Constitution of the State of West Virginia provides that "...the credit of the State shall not be granted nor shall the State ever assume or become responsible for the debts or liabilities of any person." As a result, the Division of Highways, as Lessee, will assume only those liabilities permitted by law for all obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses of whatsoever kind and nature, without recourse to Vendor, or its assigns, arising out of the manufacture, use, condition, operation, removal and return of the subject equipment, regardless of where, how and by whom operated.

XVII NOTICES

All notices to be given under the terms of this Agreement, or required by the laws governing the same, shall be in writing and mailed to the proper party or parties at his, her or its address set forth in the Agency Release or at such address as any such party or parties may provide in writing to the other party or parties from time to time.

XVIII SUCCESSORS OR ASSIGNS

The terms of this agreement will apply to all lessees, successors or assigns of the parties hereto.

Note: Vendor should type Bid Schedule.

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

Note: All contracts on Schedule II which requires equipment "with operator" Vendors should submit a copy of WV Contractor's License.

Vendor shall indicate the area which he wishes to lease equipment to the Division of Highways by placing a check beside those Counties in said area. If Vendor fails to state which County or Counties he wishes to lease equipment to the Division of Highways, it will be assumed that Vendor's bid is for statewide.

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

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ <i>WITH OPERATOR</i>		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mi.
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.						
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 42,900 lbs.						
BACKHOE - CRWLR - HY-RAM 43,000 lbs. - 60,000 lbs.						
BACKHOE - CRWLR 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.						
CONCRETE PUMP Trlr. Mtd. w/hoses w/o Boom						
CONCRETE PUMP Trk. Mtd. w/hoses and Boom up to 30 meters						
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters						
CRANE 15 - 25 TON Hyd. Rough Terrain						
CRANE - Hyd., Trk. Mtd. D 30 TON						
CRANE - Hyd., Trk. Mtd. D 35 TON						
CRANE - Hyd., Trk. Mtd. D 40 TON						

See attached
See attached

Equipment Description	Manufacturer's Name	Serial #	Day	Week	Month	1st Mile	Add/Mile
CONCRETE PUMP Trk. Mtd. w/hoses and w/o Boom	Putzmeister TK70	2106T1357	\$ 913.50	\$ 3,654.00	\$ 14,616.00	\$ 2.25	\$ 2.25
Mtd. w/hoses and w/o Boom	Putzmeister TK70	2106T1481	\$ 913.50	\$ 3,654.00	\$ 14,616.00	\$ 2.25	\$ 2.25
CONCRETE PUMP Trk. Mtd. W/hoses and Boom up to 30 Meters	Putzmeister 28 Meter	210600631	\$ 913.50	\$ 3,654.00	\$ 14,616.00	\$ 2.25	\$ 2.25
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	Putzmeister 32 Meter	210600638	\$ 945.00	\$ 3,780.00	\$ 15,120.00	\$ 2.25	\$ 2.25
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	Putzmeister 36 Meter	210600570	\$ 997.50	\$ 3,990.00	\$ 15,960.00	\$ 2.25	\$ 2.25
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	Putzmeister 38 Meter	210603295	\$ 1,050.00	\$ 4,200.00	\$ 16,800.00	\$ 2.25	\$ 2.25
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	CIFA 47 Meter	9146P	\$ 1,260.00	\$ 5,400.00	\$ 20,160.00	\$ 2.75	\$ 2.75
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	Concord 52 Meter	922511	\$ 1,620.00	\$ 6,950.00	\$ 25,924.00	\$ 3.00	\$ 3.00
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 Meters	Concord 60 Meter	622506	\$ 1,800.00	\$ 7,722.00	\$ 28,830.00	\$ 3.50	\$ 3.50

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Tri State Concrete Pumping Inc

Authorized Signature: [Signature] Date: 1-30-12

State of Ohio

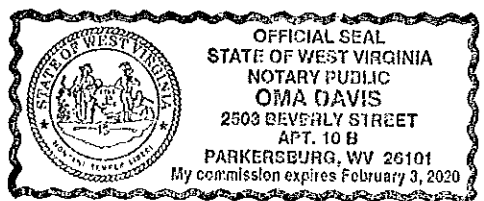
County of Washington to-wit:

Taken, subscribed, and sworn to before me this 30 day of January, 2012

My Commission expires 2/3/20, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV004759

Classification:

SPECIALTY
CONCRETE

TRI STATE CONCRETE PUMPING INC
DBA TRI STATE CONCRETE PUMPING INC
PO BOX 548
BELPRE, OH 45714-0548


Date Issued

SEPTEMBER 24, 2011

Expiration Date

SEPTEMBER 24, 2012


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.