



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

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 333921

Procurement Type: Central Master Agreement

Vendor ID: 000000112846

Legal Name: SPAN 1 LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/16/2017

Response Time: 10:19

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000008

Published Date: 8/7/17

Close Date: 8/16/17

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 333921

Solicitation Description : ADDENDUM_2: EQUIPMENT LEASE/RENTAL W/O OPERATOR

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-08-16 13:30:00	SR 0803 ESR08161700000000610	1

VENDOR
000000112846 SPAN 1 LLC

Solicitation Number: CRFQ 0803 DOT1800000008

Total Bid : \$0.00 **Response Date:** 2017-08-16 **Response Time:** 10:19:08

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 Page(s) for bid pricing.	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description :	<p>EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR PER EXHIBIT A, PRICING PAGE AND INFORMATION ATTACHMENT FORM:</p> <p>Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.</p>
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs C/L Huntington 408 9th Street Huntington, WV 25701 304 710-3700	CONTACT NAME: Sherry Hersman
	PHONE (A/C, No, Ext): 304 347-0631 FAX (A/C, No): 304 347-0605 E-MAIL ADDRESS: sherry.hersman@usi.com
INSURED Span 1 LLC PO Box 1276 Scott Depot, WV 25560	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : First Mercury Insurance Company 10657
	INSURER B : Commerce & Industry Insurance C 19410
	INSURER C : Westfield Insurance Company 24112
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

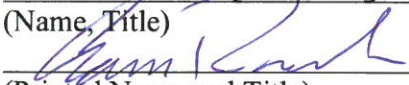
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NJCGL00007408501	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TRA5234491	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ILEX000005652103	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC011187948 Broad Form EL	12/16/2016	12/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

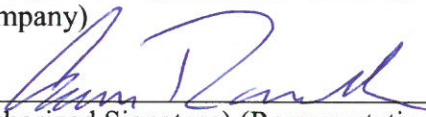
Certificate Holder is listed as an additional insured pertaining to the Commercial General Liability policy, as required by written contract.

CERTIFICATE HOLDER WV Department of Highways Division of Highways 1900 Kanawha Blvd, E Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jamie P. Crouse</i>
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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Aaron Randolph, Managing Member
(Name, Title)

Aaron Randolph
(Printed Name and Title)
P.O. Box 1276, Scott Depot, WV 25560
(Address)
(304) 757-5722 / (304) 757-1029
(Phone Number) / (Fax Number)
aaron@span-1.com
(email address)

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

Span 1, LLC
(Company)

(Authorized Signature) (Representative Name, Title)

Aaron Randolph, Managing Member
(Printed Name and Title of Authorized Representative)

8/16/2017
(Date)

(304) 757-5722 / (304) 757-1029
(Phone Number) (Fax Number)

CRFQ 0803 DOT1800000008
REQUEST FOR QUOTATION
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 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,

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

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 complete hard copy of the Standard Specs may be purchased by contacting:

West Virginia Division of Highways
Contract Administration Division
Phone 304-558-2874

A complete 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 shall provide a description of each piece of requested equipment. Vendor should provide the 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.

3.2.2 Mobilization: To meet the immediate needs of the WVDOH, when a Vendor is required to deliver needed 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

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

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. 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

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

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.

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

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

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 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

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

leased/rented equipment, the Commissioner of the WVDOH shall review such claim and if after review 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 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:

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

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: 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 pricing along with the delivery fee on the Pricing Pages. Proposed pricing submitted in any other form 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.

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 **Exhibit B** Information Attachment Form shall identify the Vendor's base location and any other potential base locations where the leased/rented equipment may be delivered by the Vendor or picked up by the WVDOT. The Vendor shall provide the 911 address or the most recent physical street address, city and state for the 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.

Also, the Vendor shall identify the counties serviced on the **Exhibit B** Information Attachment Form.

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

Exhibit A, 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor

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

can request an electronic copy of **Exhibit A**, Pricing Pages 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 2016 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 2016 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 2016 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 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 equipment owner 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.

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

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 bidder; however, it is understood between the WVDOH and all Vendors whose bids are accepted, if the low bidder for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest bidder. If no bidder can be found to perform the duties and obligations under this contract, then the Delivery Order may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

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

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

- 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 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. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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 and Section 4.2 of the contract specifications. Vendor shall include the cost of standard order delivery charges in its bid pricing as directed in Section 3.2.2 of the contract.
- 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 resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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

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.
 - 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

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

Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.

8.6 Liens: The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.

8.7 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.8 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager: Aaron Randolph
Telephone Number: (304) 757-5722
Fax Number: (304) 757-1029
Email Address: aaron@span-1.com

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position	Versalift	VST5000I/BC0030	\$ 540.00	\$ 1,600.00	\$ 4,800.00	\$ 100.00	\$ 2.00
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position	Versalift	VST5000I/BC0030	\$ 540.00	\$ 1,600.00	\$ 4,800.00	\$ 100.00	\$ 2.00
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	WTSP/Varies	\$ 45.00	\$ 125.00	\$ 390.00	\$ 40.00	\$ 2.00
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar							
ASPHALT RECYCLER KM T-2 or similar							
ASPHALT RECYCLER Self Loading - Stepp SRM 10x120 or similar							
ASPHALT RECYLING 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.							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
ASPHALT RECYLING ATTACHMENT Zipper or similar							
ASPHALT REMOVAL/RECYCLER Benedetti or similar to							
ATTENUATOR - Trailer Mounted must meet NCHRP 350 TL-3							
AUGER Track Mtd.							
AUGER Truck Mtd.							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
Attachment: Grapple							
BACKHOE Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
Attachment: Grapple							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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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							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size							
HYRAM ATTACHMENT ONLY 2,000 ft./lbs. min							
BACKHOE Crawler with a thumb							
BACKHOE LOADER Rubber Tired 55-85 DHP							
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"							
BACKHOE LOADER TRACTOR - Mini 25-30 HP Standard Stick 12' Backhoe Bucket - T7 or similar							
BASE WIDENER SP Shoulder Stone							
BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.							
BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.							
BULLDOZER Crawler GD 65 -75 DHP D							
BULLDOZER Crawler GD 80 -90 DHP D							
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
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.							
COMPRESSOR 170 - 210 CFM Portwhl.							
COMPRESSOR 250 - 300 CFM Portwhl.							
COMPRESSOR 350 - 375 CFM Portwhl.							
COMPRESSOR 600 CFM Portwhl.							
COMPRESSOR 700 - 800 CFM Portwhl.							
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
CONCRETE SAW Full Depth CAP - 24" Blade							
CONCRETE SAW 12 1/2" Maximum Depth of Cut - 30" Blade							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CONCRETE SAW 15" Maximum Depth of Cut - 36" Blade							
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							
CRANE 30 T Hyd.							
CRANE 35 T Hyd.							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CRANE 40 T Hyd.							
CRANE 50 T Hyd.							
CRANE 15 - 20 T Truck Mounted Boom							
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							
EQUIPMENT TRAILER 10,000 lbs or less, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
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							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
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.							
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/2 to 3/4 CY bucket, 150 HP Track Width 10' out-to-out							
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP 11,000 lbs. Track Width 6' out-to-out							
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket, Track Width 6' out-to-out							
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT Swivel head with ditching bucket							
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum							
FLATLINER - attachment for a skid steer Profilograph and bump grinder in one							
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
GENERATOR - TRAILER MOUNTED:							
30 kw							
45 kw							
60 kw							
80 kw							
100 kw							
125 kw							
175 kw							
200 kw							
230 kw							
300 kw							
400 kw							
500 kw							
600 kw							
800 kw							
1,000 kw							
2,000 kw							
GRAPPLE ATTACHMENTS for Skid Steer Loaders 72" - 78" attachments							
HEATER - Trailer Mounted, Diesel 22 HP, 1,800 rpm, 16 kw, 190 gal fuel cap., HT1010C or similar							
HAMMER (DELMAG) PILE-D. D8-22							
HIGH FLOW SKID STEER							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							
HYDRO-SEEDER							
HYDRO-SEEDER							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
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							
LOWBOY with two drops in deck height - min 35 T							
MANLIFT SP 40 ft.							
MANLIFT SP 60 ft.							
MANLIFT SP 80 ft.							
MANLIFT SP 125 ft. minimum to 135 ft. maximum	JLG	1350SJP/300072240	\$ 750.00	\$ 2,250.00	\$ 6,750.00	\$ 100.00	\$ 3.00
MESSAGE SIGN - PROGRAMMABLE							
MILLING PLANER SKID STEER							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							
MORTAR MIXER 6 CF 5 HP G							
MOTOR GRADER 35,000-45,000 lbs. class							
PATCH TRAILER DuraPatcher or similar							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
PATCH TRUCK DuraMAXX or similar							
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.							
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							
ROLLER 10-15 Tons with 2 steel drums							
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Appox. 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	International 4300 w/Energy Abs	Safe-Stop 180	\$ 200.00	\$ 750.00	\$ 2,250.00	\$ 100.00	\$ 150.00
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							
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.							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
STREET SWEEPER SP 3.0 Cyd. (min.)							
STREET SWEEPER SP 8.0 Cyd. (min.)							
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							
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							
TRAILER - FLATBED TRI-AXLE 22,500 GVWR, 23 ft. with dove tail, Air Breaks							
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 PAVER							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Base Widening Machine							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
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							
TRUCK - Heavy Industrial 5 Axle Aluminum "V" Bed							
TRUCK - Water Tanker - min 1500 gallons							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 20 ft. horizontal reach	Hydraplatform	HP20/5638056	\$ 700.00	\$ 2,800.00	\$ 9,100.00	\$ 150.00	\$ 2.00
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 30 ft. horizontal reach	Hydraplatform	HP32/1H9US2631WS196	\$ 800.00	\$ 3,200.00	\$ 10,400.00	\$ 150.00	\$ 2.00
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)							

Vendor Should Type Pricing Page Schedule

CRFQ 0803 DOT1800000008

Exhibit A

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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							
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES							
WELDER - PORTABLE 225 AMP min. -- GASOLINE powered							
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							

Equipment Rental WITHOUT Operator
CRFQ 0803 DOT1800000008
Information Attachment Form

Base Location:

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

Vendor Base Location:	
Span 1, LLC	
10401 Teays Valley Road	
Scott Depot, WV 25560	
Vendor Base Location:	
Vendor Base Location:	

Counties Bid:

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

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §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: Span 1, LLC

Authorized Signature: *[Signature]* Date: 8/16/17

State of West Virginia

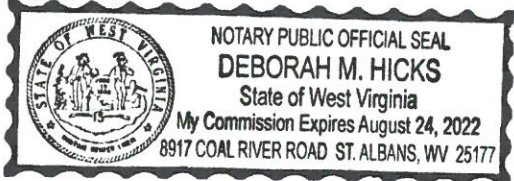
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 16th day of August, 2017.

My Commission expires August 24, _____, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*



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 \$100,000 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.

"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

Contracting business entity: Span 1, LLC

Address: 10401 Teays Valley Road, Scott Depot, WV 25560

Contracting business entity's authorized agent: Aaron Randolph

Address: 895 Kilgore Road, Scott Depot, WV 25560

Number or title of contract: CRFQ 0803 DOT1800000008

Type or description of contract: Equipment Rental WITHOUT Operator

Governmental agency awarding contract: West Virginia Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Aaron Randolph

Signature: [Handwritten Signature] Date Signed: 8/16/17

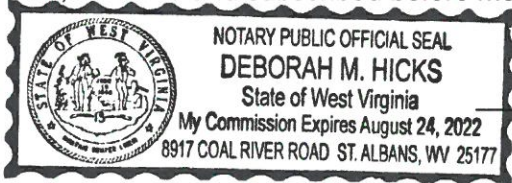
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Putnam

I, Aaron Randolph, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of August, 2017.



[Handwritten Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT1800000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

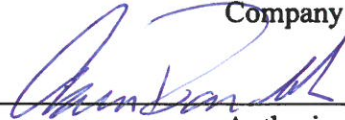
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Span 1, LLC

Company



Authorized Signature

8/16/2017

Date

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

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
- 4. Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Span 1, LLC

Signed: 

Date: 8/16/17

Title: Managing Member

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.