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2023 NOV 14 PM 3: 16

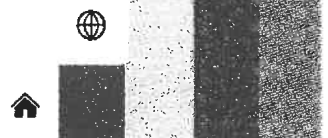
WV PURCHASING
DIVISION

FAX

To:	John Estep	From:	Benny Cobb
<hr/>			
Fax:	304-558-3970	Fax:	
<hr/>			
Phone:	304-414-6683	Phone:	256-572-1257
<hr/>			
No. Pages:	45	Date:	11/14/2023
<hr/>			
Subject:	CRFQ 0803 DOT2400000044		
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Comments:			

256 572 1257 

benny@wvlp.com 





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

**State of West Virginia
 Centralized Request for Quote
 Equip. Rental**

Proc Folder: 1316495			Reason for Modification:
Doc Description: Tree Trimmer with Telescoping Boom w/o Operator			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-30	2023-11-15 13:30	CRFQ 0803 DOT2400000044	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000030784
Vendor Name : UTILITY RENTAL CO, LLC
Address : 1007 PIERCE ST
Street :
City : ALBERTVILLE
State : AL **Country :** MARSHALL **Zip :** 35950
Principal Contact : BENNY COBB
Vendor Contact Phone: 256-572-1257 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** 85-1331985 **DATE** 11/13/23

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:
 The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways District 1 to establish an open-end contract to provide Rotary Saw Tree Trimmer with Telescoping Boom System for lease/rental, without Operator. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Rubber Tired 75' Telescoping Tree Trimmer w/o Operator-Daily	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
 Rubber Tired 75 Foot Telescoping Tree Trimmer w/o Operator - Daily

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Tree Trimmer with Telescoping Boom w/o Operator	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
 Tree Trimmer with Telescoping Boom for lease/rental from individuals and organizations, without Operator

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Rubber Tired 75' Telescoping Tree Trimmer w/ o Operator-Week	0.00000	WK		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:

Rubber Tired 75 Foot Telescoping Tree Trimmer w/o Operator - Weekly

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Rubber Tired 75' Telescoping Tree Trimmer w/ o Operator-Month	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:

Rubber Tired 75 Foot Telescoping Tree Trimmer w/o Operator - Monthly

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery Fee 1st Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee 1st Mile for Rubber Tired 75' Telescoping Tree Trimmer

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Delivery Fee Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee Each Additional Mile for Rubber Tired 75' Telescoping Tree Trimmer

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US		
	WV			WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Rubber Tired 55' Telescoping Tree Trimmer w/ o Operator-Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Rubber Tired 55 Foot Telescoping Tree Trimmer w/o Operator - Daily

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US		
	WV			WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Rubber Tired 55' Telescoping Tree Trimmer w/ o Operator-Week	0.00000	WK		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Rubber Tired 55 Foot Telescoping Tree Trimmer w/o Operator - Weekly

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Rubber Tired 55' Telescoping Tree Trimmer w/ o Operator-Month	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Rubber Tired 55 Foot Telescoping Tree Trimmer w/o Operator - Monthly

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Delivery Fee 1st Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee 1st Mile for Rubber Tired 55' Telescoping Tree Trimmer

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Delivery Fee Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee Each Additional Mile for Rubber Tired 55' Telescoping Tree Trimmer

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Truck Bed Mounted 75' Telescoping Tree Trimmer - Daily	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Truck Bed Mounted 75' Telescoping Tree Trimmer - Daily

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Truck Bed Mounted 75' Telescoping Tree Trimmer - Weekly	0.00000	WK		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Truck Bed Mounted 75' Telescoping Tree Trimmer - Weekly

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Truck Bed Mounted 75' Telescoping Tree Trimmer - Monthly	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Truck Bed Mounted 75' Telescoping Tree Trimmer - Monthly

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Delivery Fee 1st Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee 1st Mile for Truck Bed Mounted 75' Telescoping Tree Trimmer

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV US			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Delivery Fee Each Additional Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
Delivery Fee Each Additional Mile for Truck Bed Mounted 75' Telescoping Tree Trimmer

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2023-11-07

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

11/13/23

Revised 8/24/2023

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **November 7, 2023 by 10:00am**

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: John Estep
SOLICITATION NO.: CRFQ 0803 DOT2400000044
BID OPENING DATE: November 15, 2023
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 15, 2023 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

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21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year Upon Award. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three(3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Revised 8/24/2023

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

11/13/23

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35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

Revised 8/24/2023

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

Revised 8/24/2023

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.

(Printed Name and Title) BENNY COBB, OWNER

(Address) 1007 PIERCE ST

(Phone Number) / (Fax Number) 256-572-1257

(email address) BENNY@UTILITYRENTALCO.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

UTILITY RENTAL CO, LLC

(Company) *Benny Cobb*

(Signature of Authorized Representative)

BENNY COBB, OWNER 11/13/23

(Printed Name and Title of Authorized Representative) (Date)

256-572-1257

(Phone Number) (Fax Number)

BENNY@UTILITYRENTALCO.COM

(Email Address)

REQUEST FOR QUOTATION
Rotary Saw Tree Trimmer with Telescoping Boom System WITHOUT Operator

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways District 1 to establish an open-end contract to provide Rotary Saw Tree Trimmer with Telescoping Boom System for lease/rental from individuals and organizations, without Operator.

District 1 consists of the following Counties:

1. Clay
2. Boone
3. Kanawha
4. Mason
5. Putnam

- 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.

Revised 10/27/2014

REQUEST FOR QUOTATION
Rotary Saw Tree Trimmer with Telescoping Boom System WITHOUT Operator

- 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, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.
- 2.10** "FAE" means Forestry Agricultural Equipment

3. GENERAL REQUIREMENTS:

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

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the 2018 Supplemental) using the Attachment A Standard Specifications Order Form and sent to:

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

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

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

REQUEST FOR QUOTATION
Rotary Saw Tree Trimmer with Telescoping Boom System WITHOUT Operator

3.2.1 Rubber Tired 75 Foot Telescoping Tree Trimmer

3.2.1.1 Tree Trimmer shall be comparable in size to a Kershaw Skytrim 75 G3 or Jarraff All Terrain Tree Trimmer.

3.2.1.2 Tree Trimmer Shall have a telescoping reach of 75 feet or more.

3.2.1.3 Tree Trimmer shall have a minimum blade diameter of 24 inches.

3.2.1.4 Tree Trimmer shall have a carbide tipped blade.

3.2.1.5 Tree Trimmer shall include all standard safety features required by Federal and State Law shall be included.

3.2.2 Rubber Tired 55 Foot Telescoping Tree Trimmer

3.2.2.1 Tree Trimmer shall be comparable in size to a Kershaw Skytrim Mini 55TH or Mini-Jarraff Urban Tree Trimmer.

3.2.2.2 Tree Trimmer Shall have a maximum telescoping reach of 55 feet .

3.2.2.3 Tree Trimmer shall have a minimum blade diameter of 24 inches.

3.2.2.4 Tree Trimmer shall have a carbide tipped blade.

3.2.2.5 Tree Trimmer shall include all standard safety features required by Federal and State Law shall be included.

3.2.3 Truck Bed Mounted 75 Foot Telescoping Tree Trimmer for Over the Road Mobility

3.2.3.1 Tree Trimmer shall be comparable in size to a Kershaw Skytrim 75HRT.

3.2.3.2 Tree Trimmer Shall have a telescoping reach of 75 feet or more.

3.2.3.3 Tree Trimmer shall have a minimum blade diameter of 24 inches.

3.2.3.4 Tree Trimmer shall have a carbide tipped blade.

3.2.3.5 Tree Trimmer shall include all standard safety features required by Federal and State Law shall be included.

Revised 10/27/2014

REQUEST FOR QUOTATION
Rotary Saw Tree Trimmer with Telescoping Boom System WITHOUT Operator

3.2.4 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.

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

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

Delivery/Mobilization fees shall be calculated and paid one way only, by the WVDOH, from the Vendor's base 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 base 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

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which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.6 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 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.

3.2.7 Maintenance, Down Time and Risk of Loss:

3.2.7.1 Maintenance

3.2.7.1.1 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

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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.

3.2.7.1.2 Repairs of Easily Accessible Components : Any minor needed repairs of easily accessible components discovered during the operator's daily/weekly inspection shall be noted on the maintenance and operational checklist. The WVDOH shall contact the Vendor for approval of repairs by the WVDOH, before the minor repair of the leased/rented equipment is performed. Easily accessible components, shall be defined as, but not limited to, engine/drive belts, hydraulic lines, coolant hoses, loose fasteners, etc.

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

3.2.7.2 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 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.

3.2.7.3 Risk of Loss, Damage, Destruction or Theft: While in the possession or under the control of the WVDOH, due to or caused

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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 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

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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.

3.2.7.4 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:

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

4.2 Pricing Pages and Information Attachment form:

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

Vendors should submit their proposed pricing for each item bid as daily, weekly and/or monthly on the Pricing Pages. Proposed pricing submitted in any other format other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety. Proposed pricing for delivery fee rates are only acceptable per Section 3.2.4 of the contract specifications.

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

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

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

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

The Vendor should complete the "Counties Bid" section on the Information Attachment Form by identifying the counties serviced. If the Vendor fails to indicate which County or Counties serviced, it will be assumed that the Vendor's bid is for all counties in District 2.

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

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.

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

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

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

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

5.2 Invoicing:

- 5.2.1** Invoicing shall be at a minimum of no less than one lease/rental day. Equipment lease/rented for one lease/rental day shall equal four or more hours as described in Section 3.2.4 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

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the number of lease/rental weeks times the weekly lease/rental rate including any period less than a multiple of seven days, whichever is less.

5.2.4 Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, each day more than the multiple shall be evaluated as one-thirtieth of a lease/rental month.

5.2.5 An invoice submitted to the WVDOH shall include the following:

- a) The beginning date and the date on which invoice period ends.
- b) The number of lease/rental days in the invoicing period.
- c) The number of lease/rental equipment downtime days in the invoicing period.
- d) The make, model and serial number of the leased/rented equipment being invoiced as identified on the Vendor's contract.
- e) The total owed to the Vendor and the method of calculation.

NOTE 1: The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is leasing/renting the equipment.

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

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- 6.1.1 Acceptance, Beginning of Lease/Rental Period:** Upon delivery of the leased/rented equipment by the Vendor to the location described in the Delivery Order, the WVDOH shall test and inspect the leased/rented equipment. If such leased/rented equipment is found to be in good order, the WVDOH shall accept the leased/rented equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such leased/rented equipment shall be deemed to have been delivered to and accepted by the WVDOH on the date specified in such acknowledgement and the term of the Delivery Order and this contract shall be deemed to begin on that date.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be as per Section 3.2.4 of the contract specifications. Vendor shall include the cost of standard order delivery charges as directed in Section 3.2.4 of the contract specifications.
- 6.4 Return of Equipment:** Upon the completion of the project, the WVDOH will return the leased/rented equipment, at its expense to the Vendor at the original location at which such equipment was delivered to the WVDOH. The equipment must be washed and clean upon return to the vendor.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of leased/rented equipment that was not awarded on this contract, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either plan for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease/rental price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a lease/rental condition.

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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

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

- 8.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager: BENNY COBB
Telephone Number: 256-572-1257
Fax Number: _____
Email Address: BENNY@UTILITYRENTALCO.COM

Vendor Should Type Pricing Page Schedule

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.
Rubber Tired 75 Foot Telescoping Tree Trimmer Kershaw Skytrim 75 G3 or Jarraff All Terrain Tree Trimmer or EQUAL	JARRAFF	WHEELED 76' TELESCOPING TREE TRIMMER			\$11,000.00	\$1,000	\$10.50
Rubber Tired 55 Foot Telescoping Tree Trimmer Kershaw Skytrim Mini 55TH or Mini-Jarraff Urban Tree Trimmer or EQUAL							
Truck Bed Mounted 75 Foot Telescoping Tree Trimmer for Over the Road Mobility Kershaw Skytrim 75HRT or EQUAL							

UTILITY RENTAL CO, LLC

Benny Cobb

Equipment Lease/Rental WITHOUT Operator

Information Attachment Form

Base Location:

The Vendor should identify their base location and any other potential base locations where the equipment bid may be delivered by the Vendor. The Vendor should 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:	
OFFICE	
1007 PIERCE ST. ALBERTVILLE, AL 35950	
Vendor Base Location:	
EQUIPMENT LOT	
4230 CHOCTAW ST.	
ANNISTON, AL 36206	
Vendor Base Location:	

Counties Bid:

Vendor should indicate the County, Counties or District-Wide serviced by the Vendor for lease/rent of equipment to the WVDOH by placing an "X" or "✓" beside the County, Counties or District-Wide. If the Vendor fails to indicate which County or Counties, it will be expected that the Vendor can service District-Wide in the State of WV.

x	District-Wide				
	Boone				
	Clay				
	Kanawha				
	Putnam				
	Mason				

