



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: 1696942			Reason for Modification:
Doc Description: Lease/Rental for Various Types of Equipment without Operator			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-15	2025-06-04 13:30	CRFQ 0803 DOT2500000070	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : State Equipment, Inc.
Address : 560 New Goff Mountain Road, Cross Lanes, WV 25313

Street :

City : Cross Lanes, WV

State : WV

Country :

Zip : 25313

Principal Contact : Seth Gardner

Vendor Contact Phone: 304-776-4405

Extension: 1035

RECEIVED

2025 JUN -4 AM 11:39

WV PURCHASING
DIVISION

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

Seth Gardner

FEIN#

55-0658298

DATE

06/04/2025

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION: On behalf of the West Virginia Division of Highways ("WVDOH"), the West Virginia Division of Highways District 9 and District 10 is soliciting bids to establish a multi-award, open end contract with qualified Vendors to provide various types of equipment for lease or rental, without an operator, for use at WVDOH locations in both Districts. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Excavator: 50,000-59,999 lb.	0.00000	UNIT	\$ 4,800.00	\$ 4,800.00

Comm Code	Manufacturer	Specification	Model #
22100000	Case	Crawler Excavator	CX210e CX250D

Extended Description:

Rental for Day/Week/Month

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Excavator: 60,000-69,999 lb.	0.00000	UNIT	\$ 7,000.00	\$ 7,000.00

Comm Code	Manufacturer	Specification	Model #
22100000	Case	Crawler Excavator	CX300

Extended Description:

Rental for Day/Week/Month

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Excavator: Long Reach 60' 50,000-59,999 lb.	0.00000	UNIT	\$ 4,800.00	\$ 4,800.00

Comm Code	Manufacturer	Specification	Model #
22100000	Case	Long Reach Excavator	CX210LR

Extended Description:
Rental for Day/Week/Month

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	20 Ton Pintle Hitch w/ Air Brakes	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
Rental for Day/Week/Month

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	25 Ton Pintle Hitch w/ Air Brakes	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
Rental for Day/Week/Month

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Excavator: 50,000-59,999 lb. Delivery/ Mobilization	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:

1st Mile & Add. Mile

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Excavator: 60,000-69,999 lb. Delivery/ Mobilization	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:

1st Mile & Add. Mile

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Excavator: Long Reach 60' 50,000-59,999 lb. Delivery/Mob.	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:

1st Mile & Add. Mile

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US			DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	20 Ton Pintle Hitch w/ Air Brakes Delivery/ Mobilization	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
1st Mile & Add. Mile

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US			DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	25 Ton Pintle Hitch w/ Air Brakes Delivery/ Mobilization	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:
1st Mile & Add. Mile

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-05-27

	Document Phase	Document Description	Page 6
DOT2500000070	Final	Lease/Rental for Various Types of Equipment without Operator	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages
EQUIPMENT & TRAILERS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Excavators & Attachments	Excavator: 50,000 - 59,999 lb.	\$160	\$1,120	\$4,800	\$300.00	\$3.00
	Excavator: 60,000-69,999 lb.	\$233.00	\$1,633.00	\$7,000.00	\$300.00	\$3.00
	Excavator: Long Reach 60' 50,000-59,999 lb.	\$160	\$1,120	\$4,800	\$300.00	\$3.00
Trailers	20 Ton Pintle Hitch w/ air brakes	N/A	N/A	N/A	N/A	N/A
	25 Ton Pintle Hitch w/ air brakes	N/A	N/A	N/A	N/A	N/A

REQUEST FOR QUOTATION
Equipment Lease/Rental Without Operator

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.

- 10.5 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.
- 10.6 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.
- 10.7 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. **Failure to supply such reports may be grounds for cancellation of this Contract.**
- 10.8 Contract Manager:** During its performance of this Contract, 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: Seth Gardner
Telephone Number: 304-776-4405
Fax Number: 304-776-4409
Email Address: Seth@staticequipment.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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) Seth Gordon - Rental Manager
(Address) 560 New Goff Mountain Road, Cross Lanes, WV 25313
(Phone Number) / (Fax Number) 304-776-4405 / 304-776-4409
(email address) Seth@stateequipment.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.

State Equipment Inc.
(Company)
Seth Gordon
(Signature of Authorized Representative)
Seth Gordon Rental Manager 06/4/2025
(Printed Name and Title of Authorized Representative) (Date)
304-776-4405 304-776-4409
(Phone Number) (Fax Number)
Seth@stateequipment.com
(Email Address)

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. PRE-BID 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. 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.

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.

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 non-binding.*

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

Submission Deadline: May 27, 2025 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 or modification of bids via email.

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 Acknowledgement Form. 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.

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 **shall** 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. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

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

14. 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.

15. 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. 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 *vv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. 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.