



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

**Request for
 Quotation**

RFQ NUMBER
667C0016

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN JOHNSTON
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE
**Blue Mountain Equipment Rental Corporation
 732 McClellandtown Road
 Uniontown, PA. 15401**

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 12/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/10/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	U/P	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		975-46		
LEASE OF EQUIPMENT						
OPEN-END CONTRACT						
NOTE: ALL BIDS ON SCHEDULE II WHICH REQUIRE EQUIPMENT "WITH OPERATOR", VENDORS SHOULD SUBMIT A COPY OF CONTRACTOR'S LICENSE WITH BID.						
TO ALLOW FOR THE LEASE OF EQUIPMENT BY THE DIVISION OF HIGHWAYS FROM INDIVIDUALS AND ORGANIZATIONS FOR PURPOSES AND LOCATIONS TO BE DETERMINED BY THE DIVISION.						
SEE ATTACHED						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

12/12/06

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN JOHNSTON
 304-558-2402**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/12/2006				
BID OPENING DATE: 01/10/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHDRIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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DIVISION OF HIGHWAYS
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<p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SIGNATURE				TELEPHONE		DATE
TITLE		FIRM		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50190
 Charleston, WV 25305-0130

Request for Quotation

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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State of West Virginia
 Department of Administration
 Purchasing Division
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**Request for
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ADDRESS FOR CORRESPONDENCE OR ATTENTION OF
JOHN JOHNSTON 304-558-2402

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VENDOR

SPECIAL

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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Request for Quotation

RFQ NUMBER: **667C0016**

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ADDRESS (CORRESPONDENCE ATTENTION ONLY):
JOHN JOHNSTON
304-558-2402

RFQ COPY
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DIVISION OF HIGHWAYS
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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Blue Mountain Equipment Rental Corp.</u></p> <p>DATE: <u>1/9/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Chief Financial Officer</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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 Charleston, WV 25305-0130

Request for Quotation

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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12/12/2006				

BID OPENING DATE: **01/10/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 667C0016</p> <p>BID OPENING DATE AND TIME:</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 724-438-3968 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Tony Peluso -304-904-6984 -----</p> <p>***** THIS IS THE END OF RFQ 667C0016 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Req. No. 66-7-C0016

SPECIFICATIONS

The following sections of the West Virginia Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the January 1, 2003 Supplemental Specifications shall apply to the administration of this contract: Sections 101; 102.4; 102.5; 102.6, except the second sentence of the first paragraph is deleted; 102.7, except numerals IV and V are deleted; 102.12; 102.13; 107; 108.8; 108.9; 109; 110; and all other related sections of the Specifications.

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

Above noted specifications may be obtained from:

West Virginia Division of Highways
Contract Administration Division
1900 Kanawha Boulevard, East, Room A-729, Building Five
Charleston, West Virginia 25305-0430

BIDDING INSTRUCTIONS

Vendors shall not qualify bids. Any qualification of bids or any modification of the specifications or conditions governing the bids will be cause to reject bids.

Vendors are requested to type prices on bid schedule sheets. Bid schedules must not be altered. If bid schedules are altered in any way the bid may be disqualified.

Equipment owners may quote the cost to supply any or all of the equipment listed on the attached quotation sheets. For a quotation to be considered valid, the owner must provide the manufacturer's name and model number of the equipment offered for lease and the rental rate in dollars per day, dollars per week and dollars per month. Also, equipment owners shall quote the cost to deliver leased equipment to the location specified by the Division. This quotation shall be the cost to deliver the equipment the first road mile and the cost to deliver the equipment each additional road mile thereafter.

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

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Req. No. 66-7-C0016

LEASING INSTRUCTIONS

The operating unit wishing to lease a specific type of equipment will compute, for each applicable bid, the cost of renting the equipment during the estimated lease period plus the cost of delivering the equipment to the job site and award the Special Purchase Order for lease equipment to the equipment owner who can furnish the equipment to the Division at the least overall cost.

Equipment owners shall furnish the Division, the serial numbers of all equipment being leased. Said serial numbers shall be recorded on the Purchase Order Form, WV-39.

DEFINITION OF LEASE PERIOD

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

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

Days on which a piece of equipment is down for normal maintenance or repair for four (4) hours or more during the normal work period shall be considered a day of downtime and shall not be considered a day of equipment lease.

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

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

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

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

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INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

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

NOTE 2: The period of need for leased equipment as specified in the State Contract Purchase Order (Form WV-39) is only an estimate of need and shall not be used for invoicing purposes.

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Req. No. 66-7-C0016

LEASE AGREEMENT

The West Virginia Division of Highways, through the Purchasing Division of the Department of Administration, hereby requests a proposal for the lease of certain highway equipment. Such equipment will be required for the completion of maintenance or construction projects or any other such condition as may result in equipment needs beyond fleet capacity. A twenty-four (24) hour notice will be given to all Vendors prior to the need of equipment by the District Engineer or his representative except when emergency situations require need upon demand.

Quotation may be submitted on any, or all, type and size equipment listed on Schedules I and II, attached hereto and made a part hereof. Vendors should display manufacturer's name(s), model number(s) and serial number(s) of those vehicles being bid. Quotations are requested "without operator" unless quotations are specifically requested "with operator" see Schedule II.

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

All Vendors must be duly registered to do business with the State of West Virginia having already submitted the Vendor's Registration Form WV-1 reflecting the Federal Employer's Identification Number (FEIN) or, in the case of an individual, the Social Security Number.

All reasonable bids made pursuant to this request will be accepted by the West Virginia Division of Highways. Award for equipment lease will be made, from time to time, as the need arises. Proximity of equipment as to job site shall be a factor in determination of each award. It is understood between the Division and all Vendors whose bids are accepted that, in the event the low bidder for any given job location is unable to perform, the award will be made to the next lowest bidder. In the event that no bidder can be found to perform his duties and obligations under the contract, then the Division of Highways, upon authorization of the Director of Purchasing, in writing, or by an oral authorization if an emergency exists, may lease said equipment on the open market.

PAYMENT: The Operating Unit leasing the equipment shall furnish a written order known as a State Contract Purchase Order (Form WV-39) to the proper Vendor for such equipment as needed. This order shall constitute confirmation to the Vendor and shall reveal all pertinent data such as model year, model number and serial number of such equipment being furnished.

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LABOR RATES

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

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

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

"Lease" shall mean an agreement wherein the West Virginia Division of Highways leases the equipment set forth and described in Schedule 1, attached to and made a part hereof, for periods of time not to exceed ninety (90) days unless otherwise clearly specified in the State Contract Purchase Order, which said Order shall define the period of time of any particular lease of equipment.

As used herein, the word "Vendor" shall mean any person, firm or corporation leasing equipment to the West Virginia Division of Highways. The words "Division of Highways" or "Division" shall mean the West Virginia Division of Highways.

II**DELIVERY/MOBILIZATION**

Any Vendor whose bid is accepted by Division shall deliver such equipment requested by Division at any given time, assembled and ready to operate, to any location or locations designated by Division. Delivery/Mobilization fees shall be paid one way only by the Division.

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III**ACCEPTANCE: BEGINNING OF TERM**

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

IV**PAYMENT IN ARREARS**

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

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

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

V2. Down Time: All such equipment inoperable by reason of the necessity of replacement of parts or repair of damage for a period of time greater than one (1) hour shall be considered by Division as "down" and no payment shall be made by Division for the use of such equipment for such periods unless such "down time" is due to the negligence or lack of reasonable care by Division.

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VI

FUEL, OIL AND OTHER LUBRICANTS

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

VII

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

All loss, damage, or destruction of such leased equipment, partial or complete, or loss by reason of theft, to or of any of the subject equipment, while in the possession or under the control of the Division, due to or caused by the ordinary negligence of the Division or its personnel or by the failure of the Division or its personnel to exercise ordinary care for the protection of such equipment, shall be borne by the Division from and after the delivery of such equipment by the Vendor to a location designated by the Division and its acceptance by the Division, subject however, to the terms and conditions hereinafter set forth. Division shall not be responsible for any such loss, damage or destruction, partial or complete, caused by a defect in such equipment existing at the time of delivery thereof by Vendor to Division.

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

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

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

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

VIII

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

In the event operators are furnished by the Vendor to operate such equipment leased to the Division, the Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment or destruction of or damage thereto, and shall repair all damage to such equipment and replace any such equipment lost or destroyed. Division may deduct that part of any rental to be paid to Vendor for the use of such equipment

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

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

IX

LIENS

The Division of Highways shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the subject equipment, except with respect to the respective rights of the Vendor and Division of Highways as herein provided.

X

ENJOYMENT OF EQUIPMENT

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

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XI**INSPECTION OF EQUIPMENT**

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

XII**RETURN OF EQUIPMENT**

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

XIII**DAMAGE BEYOND CONTROL OF LESSEE**

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

XIV**DEFAULT**

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

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XV**INSURANCE**

The West Virginia Division of Highways is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, i.e., over thirty (30) consecutive days equipment lease. Insurance coverage for short term rental/lease equipment will be the responsibility of the owner/Vendor. The Division of Highways will, at its option, either replace or pay to Vendor the fair market value of any of the subject equipment or any part thereof, lost, destroyed or stolen by reason of the negligence of or lack of ordinary care on the part of its employees as herein-before provided in Section VII.

XVI**INDEMNITY**

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

XVII**NOTICES**

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

XVIII**SUCCESSORS OR ASSIGNS**

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

NOTE: Due to repeat scanning of the specifications for the Internet, Pages 8 through 18 doesn't need to be submitted with the bid.

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Vendor should type Bid Schedule.

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

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

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degree Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degree Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliott Model G50 or similar							
AERIAL PLATFORM TRUCK Elliott Model L55 or similar							
AIR TRACK DRILL w/800 CFM Air Comp.							
ARROW BOARDS 4' x 8' panel 15 lamp							
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar							
ASPHALT KETTLE Trk. Mtd. (Rubberized)							

* Delivery Rates are \$75.00 per hour from portal to portal*

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 6,300 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.							
ASPHALT STORAGE UNIT Towable							
AUGER - Available for SKID STEERS MTL's	Alitec	Various Sizes	100	100	350	50	2.00
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight	Kobelco	8005					
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	Kobelco	70SR					
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	Kobelco	1155R	300	900	3700	100	3.00
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 1.25 Cyd. 42,700 lbs. - 45,900 lbs. Working Weight	Kobelco	135SR - 30,870					
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	Kobelco	SK160 - 36,800 lbs	400	1,400	3700	100	3.00
BACKHOE / EXCAVATOR Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP	Kobelco	ED190	440	1500	4500	125	3.00
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size	KOBELCO SK115 KENT KF12 2000#	SK115 KENT KF12	800	2800	6100	125	3.00

SR =
Short
Radius

* UP TO 80,000 lb Excavators Available.
* Free Bucket with Machines

* Other size hammers available from 50016 - 800016

Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mile
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 45,900 lbs. Excavator Size						
HYRAM ATTACH ONLY 2,000 ft./lbs. min	Kent	KF12	300	900	2700	
BACKHOE LOADER Rubber Tired 55-85 DHP 90HP	CASE	580SM	250	750	1700	2.00
BACKHOE LOADER (HY-RAM) Hammer for Backhoe Mtd. Hyd. Breaker 55-85 DHP D 1,000 lb	Kent	KF9	480	1700	3000	2.00
BACKHOE LOADER (HO-RAM) 1,000 lb Mtd. Air Breaker 1,000 ft./lbs. min. HAMMER	Kent	KF9				
BACKHOE LOADER - SKID STEER 15 - 22.5 HP						
BACKHOE LOADER - SKID STEER 36 - 46 HP						
BACKHOE LOADER - SKID STEER 50 - 78 HP 74HP	CASE	4307 74hp	150	450	1000	1.00
BACKHOE LOADER - SKID STEER 100*HP 82HP	CASE	4507 82hp	700	600	1300	1.00
BACKHOE LOADER - SKID STEER w/Hyd. Bkr. Attach. 300 lb. min. hammer	Kent	KF4-50016	300	900	2500	1.00
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"	Kent	KF5-70016	400	1200	2700	1.00

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SK160 →

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mi.
BASE WIDENER SP (Shoulder Stone)						
BROOM FULL Wheel Loader Broom 7 ft. 10 foot SKid steel	Sweepster	21321MM-0913	100	300	50	200
BROOMS SP style Broom Pick up Broom	Alitec Sweepster	AB840				
BRUSH CHIPPER Power Broom for Trailer type Backhoe loader	Sweepster	21109MM				
BRUSH CHIPPER Tractor Mtd.						
BULLDOZER Crawler GD 65-75 DHP D						
BULLDOZER Crawler GD 80-90 DHP D 96HP	CASE	850K	350	1200	100	3.60
BULLDOZER Crawler GD 100-120 DHP D 119HP	CASE	1150K	375	1300	150	3.60
BULLDOZER Crawler GD 130-140 DHP D						
BULLDOZER Crawler TC 150-250 EHP D						

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
BULLDOZER Crawler/Flipper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SF							
CLAY SPADE 40 lbs.	TOKU	CLAY SPADE	50	350	125	20	1.00
COMPACT WACKER PLATE WEG-1550 - Base-Plate-35 x 19.5 x 36	WACKER BRASS	B3550	50	350	250	25	1.00
COMPRESSOR 125 - 160 CFM Partwhl.							
COMPRESSOR 170 - 210 CFM Partwhl.	KAESER (100PSI)	210cfm M57	50	350	400	25	1.60
COMPRESSOR 250 - 300 CFM Partwhl.							
COMPRESSOR 350 - 375 CFM Partwhl.	KAESER (100PSI) KAESER (150PSI)	M121	100	300	900	25	1.00

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
COMPRESSOR 600 CFM Portw/ht.							
COMPRESSOR 700 - 800 CFM Portw/ht.							
CONCRETE BUCKET 1 Cyd.							
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max.							
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
CONCRETE PUMP Trk. Mtd. w/Hoses w/o Boom							
CONCRETE SAW Walk-Behind Full Depth CAP - 24" Blade	Target 20" Target 30"	PAC-IV 13H PRO 35 III	75 85	275 305	900 745	25	200
CONCRETE VIBRATOR Mech.							
CONCRETE VIBRATOR Air							
CONCRETE VIBRATOR Electric							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CONCRETE/ROCK SPLITTER Hyd.							
CONVEYER Port. Elev. W/Dumpster 2T min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.							
CRACK SEALING MACHINE Trk. Mtd. Dbl. Drum 100 -125 GLN. D							
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							
CRANE 20 - 25 T Cable D Crawler							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
CRANE 25 - 30 T Cable, Trk. Mtd. G							
CRANE 30 T Hyd.							
CRANE, TELEBOOM 30 - 35 T SP							
CRANE, TELEBOOM 30 - 35 T Trk. Mtd. D							
CRANE 35 T Hyd.							
CRANE 40 T Hyd.							
CRANE 50 T Hyd.							
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank 1400 PSI min.							
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
DITCH WITCH							
DUMP TRUCK - SINGLE AXLE 25,000 - 30,000 (GVW) 7 YARD Dump	FORD / CHEVY 25,950 GVW OR 33,000	F750 / 1500	150	740	2300	100	300
DUMP TRUCK - TNDM 36,000 and up (GVW)							
DUMP TRUCK - TRI AXLE 40,000 and up (GVW)							
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D							
EXCAVATOR w/McMillen extreme duty earth auger or similar							
EXCAVATOR w/winch and Rev Drill Model 18 or similar							
EXCAVATOR w/winch and Rev Drill Model 27 or similar							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
EXCAVATOR w/winch and Rev Drill Model 35 or similar							
EXCAVATOR w/Lodrll attachment or similar							
EXCAVATOR Mini-Hyd. Track Mtd. 2,600 lbs. max.							
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP D 11,000 lbs. Track Width 6' out-to-out	Kobelco	505R (Sheet radius)	200	700	2100	100	200
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket Track Width 6' out - to - out							
FLATBED TRUCK 1 T min.	GMC 3500 STAKE	3500	250	595	1795	50	200
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.	TEREX	TK1048	350	1100	3495	100	200

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mil.
FRONT END LOADER PNUTR. 3/4 - 1 3/4 Cyd.							
FRONT END LOADER - Gravel Wheel loader	CASE	621 DXT	400	1900	4000	100	2.50
TC P 3.0 Cyl. D 136HP / 3cyd. BKT	27,600 lb. oper. wt.						
FRONT END LOADER							
ART 4 WDTCP 4.0 + Cyl. D							
FRONT END LOADER							
WHL RIG 4 WDTCP 4.0 + Cyl. D							
GENERATOR Various Sizes Available	Multiquip / Mitsui						
5,000 w/Grout Pump							
GRADER							
Up to 15,000 lbs.							
GRADER							
23,001 to 25,000 lbs.							
GRADER							
25,001 to 26,000 lbs.							
GROUT PUMP & MIXER (Mini)							
Max. output 5 gpm/max. pressure 225 psi. complete with grout wand and 150 ft. of 1 1/4 in. hose.							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Withdraw			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	Operator \$ / Week	\$ / Month	1st Mile	Add. MI.
GROUT MIXER & PUMP/SPRAYER Max. output 8 gpm/max. pressure 240 psi. complete with grout wand and 150 ft. of 1 1/4 in. hose.							
GUNITE MACHINE w/Grout Pump							
HAMMER (MOBILE) SP Pavement Brkr. Drop 70 HP min.							
HAMMER (DELMAG) PILE-D. D8-22							
HYDRO-SEEDER							
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.							
LAUNCH FRAME To Set Pre-stressed Concrete Beams							
LIGHT TOWERS PORT. 4 - 1,000 w/bulbs	GENIE	TML4000	75	250	400	25	1.50
MANLIFT SP 80 ft.							
MANLIFT SP 130 ft.							

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
MESSAGE SIGN - PROGRAMMABLE							
MICROTRAXX RADIO REMOTE LOADER 20 HP min. Max. height 42"							
MILLING PLANER / ON SKID STEER LDR. 3 ft. cut min. 24"	Alitec	CP24T0AL1	300	900	2000	50	200
MILLING PLANER 5 ft. cut min. DHP 280 min. Cutter Drum min.							
MORTAR MIXER 6 CF 5 HP G							
MOWER - BRUSH HOG							
MOWER - TRACTOR MTD. Boom mower 4-WD Tractor, min. 8500 lb. weight, 90 hp min. 24' boom reach, mid-mounted, min. 60" HD cutting head							
MOWER TRACTOR - FLAIL 5 ft.							
MOWER TRACTOR - FLAIL 8 ft.							

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Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mite	Add. Mite
MOWER TRACTOR - SICKLE 5 ft. Side Mtd. Pitmanless							
MOWER TRACTOR - 4 WD w/21 ft. machete and 60 in. boom - mtd. rotary mower							
PAVEMENT BREAKER 25 - 35 lbs.	Toku	20/30 lb	50	150	150	20	1.00
PAVEMENT BREAKER 60 - 85 lbs.	Toku	90lb + 60lb Breaker	50	150	150	20	1.00
PAVEMENT BREAKER SP							
PAVER							
Curb Extending Type SP G							
PILE HAMMER, DIESEL Delmag D8-22 or similar 12,000 ft./16 lb. range							
PILE HAMMER D w/60 ft. Leads, 12,000 ft./lb. range							
PILE HAMMER SP							
RIGGING SYSTEM (Catenary Scaffolding System) To Provide Inspection Access to Underside of Bridges							

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Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20' deep min.							
ROCKWHEEL TRENCHER for 336 1811 36" maximum cutting depth	Alitec	RW1825	250	750	1600	50	1.00
ROCKWHEEL TRENCHER for 55L High/Low Flow Head	Bradco	640 Trenches					
ROCK WAGON 20-30 T							
ROLLER 48" Double Drum Ride on Asphalt 20/100	Ingersoll Rand	DD-24	200	600	1500	50	1.00
ROLLER 5 T w/2 steel drums							
ROLLER 5-6 T PNEUTR TOWTRK. Mtd. 66" 7.5 TON Roller	Ingersoll Rand	77DX Smooth PAD	250	900	2900	100	2.00
ROLLER 10 T PNEUTR Smooth/PAD Foot Avail	Ingersoll Rand	105DX-Smooth PAD	300	1200	3300	150	1.00
ROLLER SP 84" 12 TON Roller	Ingersoll Rand	105DX PAD →	300	1200	3300		
PNEUTR - 10K GVW G Smooth/PAD Avail							
ROLLER SP							
PNEUTR - 20K GVW G							

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Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	
ROLLER - TRENCH VIB Articulated Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft. Vibrating	WACKER- with Remote	RT820	200	600	1300	2.00
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D						
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D						
SCREENERS, Material Mobile - Diesel						
SHADOW TRUCK w/Attenuator min. 30,000 GVW						
SHOULDER MAINTAINER PORT. Pull-type Adj: 1 - 5 ft. Spreadmaster A1-100 T or similar						
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width 1' - 6' and 6" - 12" depth						
STABILIZER (BO-MAG) SP 250 HP min.						
STRAW / MULCH BLOWER Trk. Mtd.						
STREET SWEEPER SP 3.0 Cyd. (min.)						

Schedule 1

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
STREET SWEEPER SP 9.0 Cyd. (min.)							
STREET SWEEPER SP Waterless Unit 9.0 Cyd. (min.)							
STREET SWEEPER Tric. Type							
STREET SWEEPER-HYDROSTATIC Elgin Pelican III or similar							
STUMP GRINDER							
TRACK LOADER, MINI Bobcat MT52 or similar							
TRACTOR TRUCK w/SEMI-TRAILER							
TNDM. TRACTOR 20 - 40 ton trailer							
TRACTOR TRUCK w/LOW BEDTRAILER							
TNDM. TRACTOR 20 - 40 ton trailer							
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E							
TRAILER, EXTENDABLE 45 ft. to 75 ft.							

01/16/07

Schedule I

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. MI
TRENCH PAVER (Base Widening Machine)						
UNDERBRIDGE INSPECTION UNIT (Small Bucket Type) 30 ft. max. horizontal						
UNDERBRIDGE INSPECTION UNIT (Large - Platform or Bucket) 50 ft. max. horizontal						
WACKER Jumping Jack Two-cycle	WACKER	B550-2	80	240	25	1.00
WACKER VIB Compactor Wacker Plate Wacker Sizes	23" x 15.5" 23" x 19.5" 24" x 35.5"	VP1340AW VP1550AW DPUS045H-DIG	35	100	25	1.00
WASHER, HIGH PRESSURE Part. G 3,000 psi min. @ 4 GPM	SHARK	3,000 PSI	50	150	25	1.00
WATER PUMPS - 3" WISUCTION & DISCHARGE HOSES Trash Pumps	MMD/Multiquip Honda/GAS Engines	360 Gallons Per Minute	35	110	25	1.00
WATER PUMPS - 4" WISUCTION & DISCHARGE HOSES	MMD/Multiquip	570 GPM	50	130	25	1.00
WATER PUMPS - 6" WISUCTION & DISCHARGE HOSES	HONDA/GAS Engine MMD/Multiquip YANMAR Diesel	1333 GPM				

* Discharge hose Available

Schedule I

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
WATER PUMPS - 12"							
W/SUCTION & DISCHARGE HOSES							
WELDER Ttk. Mtd. (Flatbed) 300 - 400 amp.							
WELDER Port. 200 amp. 225 Amps	Miller - Gas	Bobcat 225	70	200	350	25	1.00
WELDER Port. 300 amp. 300 Amps	Miller - Diesel	Big Blue 300	80	240	525	25	1.00
WELDER Port. 400 amp.							
PORTABLE STUD WELDING SYSTEM Trlr. Mtd. Nelson Series 6500 - Model 500/Nelson 6000 - Model 201/Dual Heavy Duty Guns & Cables							
WORK PLATFORM SP SL 25' High Platform 1,500# CAP							
WORK PLATFORM SP SL 35' High Platform 1,500# CAP							

SCHEDULE II

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
AUGER Trk. Mtd.							
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.							
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 45,900 lbs.							
BACKHOE - CRWLR 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.							
COMPACTOR, (TRASH) TRUCK 16 Cyd.							
COMPACTOR, (TRASH) TRUCK 20 Cyd.							
COMPACTOR, (TRASH) TRUCK 31 Cyd.							
CONCRETE PUMP Trk. Mtd. w/hoses w/o Boom							

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SCHEDULE II

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile Add. Mt.
CONCRETE PUMP Trk. Mtd. with hoses and Boom up to 30 meters						
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters						
CRANE 15 - 25 TON Hyd. Rough Terrain						
CRANE - Hyd., Trk. Mtd. D 30 TON						
CRANE - Hyd., Trk. Mtd. D 35 TON						
CRANE - Hyd., Trk. Mtd. D 40 TON						
CRANE - Hyd., Trk. Mtd. D 50 TON						
CRANE - Hyd., Trk. Mtd. D 60 TON						

SCHEDULE II

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CRANE - Hyd., Trk. Mtd. D 75 TON							
CRANE - Hyd., Trk. Mtd. D 90 TON							
CRANE - Hyd., Trk. Mtd. D 100 TON							
CRANE - Hyd., Trk. Mtd. D 110 TON							
CRANE - Hyd., Trk. Mtd. D 120 TON							
CRANE - Hyd., Trk. Mtd. D 150 TON							
CRANE - Hyd., Trk. Mtd. D 165 TON							
CRANE - Hyd., Trk. Mtd. D 175 TON							
CRANE - Hyd., Trk. Mtd. D 225 TON							

SCHEDULE II

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mi.
CRANE - Hyd., Trk. Mtd. D 300 TON						
CRANE - Hyd., Trk. Mtd. D 500 TON						
CRANE - TELEBOOM SP 30 TON						
CRANE - TELEBOOM SP 35 TON						
CRANE - TELEBOOM SP 50 TON						
MILLING PLANER 3' cut min.						
MILLING PLANER 5' cut min. - EHP 280 cutter drum min.						

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SCHEDULE II

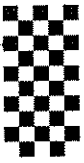
Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ <i>WITH OPERATOR</i>		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mi.
ROCK TRUCK - On Road						
ROCK TRUCK - Off Road						
ROTARY RIG, HYDRAULIC Mounted on crawler unit						
STABILIZER - BO MAG SP 250 HP (min.)						
STREET SWEEPER SP 3 Cyd. (min.)						
STREET SWEEPER SP 6 Cyd. (min.)						
STREET SWEEPER SP Waterless Unit 8 Cyd. (min.)						
TRACTOR TRUCK w/SEMI-TRAILER TNDM. TRACTOR 20 - 40 ton trailer						

SCHEDULE II

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
TRACTOR TRUCK w/LOWBED TRAILER TNDM. TRACTOR 20 - 40 ton trailer							
UNDERBRIDGE INSPECTION UNIT (Small, Bucket Type) 30 ft. max. horizontal							
UNDERBRIDGE INSPECTION UNIT (Large - Platform or Bucket Type) 50 ft. max. horizontal							
UNDERBRIDGE INSPECTION UNIT Snooper Series 230 or similar (including driver and operator)							
UNDERBRIDGE INSPECTION UNIT Snooper Series 260 or similar (including driver and operator)							
VACUUM TRUCK/JETT-RODDER 1" hose 65 - 85 GPM @ 3,000 PSI							

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BLUE MOUNTAIN EQUIPMENT RENTAL CORPORATION

To: JOHN JOHNSTON **From:** THOMAS J. SULLIVAN

Fax: 304-558-3970 **Pages:** 48 47

Phone: 304-558-4785 **Date:** 1/10/2007 12:17 PM

Re: RFQ NUMBER 667C0016 **CC:**

- Urgent For Review Please Comment Please Reply Please Recycle
-

● **Comments:**

JOHN,

PLEASE ACCEPT OUR QUOTE FOR RFQ NUMBER 677C0016.

IF YOU SHOULD HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT ME.

THANKS,

TS

RECEIVED

2007 JAN 10 P 12:56

PURCHASING DIVISION
STATE OF WV

RFQ No. 667C0016

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Blue Mountain Equipment Rental Corp.

Authorized Signature: [Signature] Date: 1/9/07

No Debt Affidavit (Revised 10/13/06)

Burke