



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  
**6611C018**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Red Creek Enterprises*  
*HC 66 BOX 58*  
*Dry Fork, WV 26263*

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE FOR LEASE OF EQUIPMENT FROM INDIVIDUALS AND ORGANIZATIONS FOR PURPOSES AND LOCATIONS TO BE DETERMINED BY THE DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS						
NOTE: SCHEDULE I- IS FOR EQUIPMENT WITHOUT DELIVERY AND WITHOUT AN OPERATOR.						
SCHEDULE II- IS FOR EQUIPMENT WITHOUT DELIVERY AND WITH AN OPERATOR.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/21/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS						

2011 MAR 23 AM 9:25  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael Bonner</i>	TELEPHONE <i>304-227-4451</i>	DATE <i>3-21-11</i>	
TITLE <i>Owner</i>	FEIN <i>55-0695777</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

FOR BIDDING TO BEG INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

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

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

**INSTRUCTIONS TO BIDDERS**

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

PROPERTY

*Red Creek Enterprises*  
*HC 66 BOX 58*  
*Dry Fork, WV 26263*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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03/09/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>Michael Bonner 3-21-11</i></p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bonner</i>	TELEPHONE <i>304-227-4451</i>	DATE <i>3-21-11</i>
TITLE <i>Owner</i>	FEIN <i>55-0695777</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Red Creek Enterprises  
 HC 66 Box 58  
 Dry Fork, WV 26263

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>Michael Bonner.....            SIGNATURE            Red Creek Enterprises..            COMPANY            3-21-11.....            DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michael Bonner	TELEPHONE 304-227-4451	DATE 3-21-11
TITLE Owner	FEIN 55-0695777	ADDRESS CHANGES TO BE NOTED ABOVE

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 HC 66 Box 58  
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<p>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 AUTHORIZE 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. 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Michael Bonner** TELEPHONE **304-227-4451** DATE **3-21-11**  
 TITLE **Owner** FEIN **55-0695777** ADDRESS CHANGES TO BE NOTED ABOVE



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Red Creek Enterprises  
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DIVISION OF HIGHWAYS  
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michael Bonner	TELEPHONE 304-227-4451	DATE 3-21-11
TITLE Owner	FEIN 55-0695777	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

*Red Creek Enterprises  
 HC 66 BOX 58  
 Dry Fork, WV 26263*

SHIP TO

**DIVISION OF HIGHWAYS  
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 BY ORDER**

DATE PRINTED <b>03/09/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 6611C018</p> <p>BID OPENING DATE: 03/31/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bonner</i>	TELEPHONE <b>304-227-4451</b>	DATE <b>3-21-11</b>
TITLE <i>Owner</i>	FEIN <b>55-0695777</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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PURCHASER

RFQ COPY

TYPE NAME/ADDRESS HERE

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 Dry Fork, WV 26263

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BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: Call 304-227-4451						
CONTACT PERSON (PLEASE PRINT CLEARLY): MICHAEL BONNER						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michael Bonner	TELEPHONE 304-227-4451	DATE 3-21-11
TITLE Owner	FEIN 55-0695777	ADDRESS CHANGES TO BE NOTED ABOVE

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## SPECIFICATIONS

Req. No. 66-11-C018

The following sections of the West Virginia Divisions of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications shall apply to the administration of this contract: Sections 101; 102.4; 102.5; 102.6, except the second sentence of the first paragraph is deleted; 102.7, except numerals IV and V are deleted; 102.12; 102.13; 107; 108.8; 108.9; 109; 110; and all other related sections of the Specifications.

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

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

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

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

## BIDDING INSTRUCTIONS

The WV Department of Transportation, Division of Highways (WVDOH) is issuing this Request for Quotation to provide equipment for lease from individuals and organizations for purposes and locations to be determined by the WVDOH. Vendors may quote the cost the cost to supply any or all of the equipment listed on the attached Bid Schedules.

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 will be disqualified.

For a quotation to be considered valid, the owner should 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 WVDOH. 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.

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

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

### LEASING INSTRUCTIONS

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

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

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

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

### DEFINITION OF LEASE PERIOD

The date of official receipt of leased equipment by the WVDOH 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.

(10) days following termination of lease, whichever is appropriate. The equipment owner may obtain this information sooner by calling the WVDOH District that is leasing the equipment.

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

## LEASE AGREEMENT

The WVDOH, 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 WVDOH District Engineer or his representative except when emergency situations require need upon demand.

Quotations may be submitted by vendor 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 WVDOH.

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 WVDOH 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 WVDOH, upon authorization of the Director of Purchasing, may lease said equipment on the open market.

**PAYMENT:** The WVDOH District that is leasing the equipment shall furnish a written order known as an Agency Release 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.

## LABOR RATES

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

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

## GENERAL TERMS

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

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

### II DELIVERY/MOBILIZATION

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

### III ACCEPTANCE: BEGINNING OF TERM

Upon delivery of each item of equipment by the Vendor to the location described in the individual Agency Release, the WVDOH 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 WVDOH 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 WVDOH is prohibited by Law from paying in advance for equipment, commodities or services. Therefore, all monthly payments made pursuant to a lease agreement shall be made in arrears, for the preceding month.

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

V1. The WVDOH shall repair or replace any part of the leased equipment which shall be destroyed, damaged or made inoperative by reason of the ordinary negligence, abuse or improper operation by its personnel. The WVDOH 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 WVDOH or if the need for such replacement or repair resulted from normal usage. The WVDOH shall replace or repair any part of said equipment which shall become lost, stolen or damaged by reason of the failure of the WVDOH and its personnel to use ordinary care for the protection of such equipment.

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

VI  
**FUEL, OIL AND OTHER LUBRICANTS**

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

VII  
**RISK OF LOSS, DAMAGE OR THEFT  
 WHERE OPERATORS OF EQUIPMENT ARE  
FURNISHED BY THE WV 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 WVDOH, due to or caused by the ordinary negligence of the WVDOH or its personnel or by the failure of the WVDOH or its personnel to exercise ordinary care for the protection of such equipment, shall be borne by the WVDOH from and after the delivery of such equipment by the Vendor to a location designated by the WVDOH and its acceptance by the WVDOH, subject however, to the terms and conditions hereinafter set forth. The WDOH shall not be responsible for any such loss, damage or destruction, partial or complete, caused by a defect in such equipment existing at the time of delivery thereof by Vendor to the WVDOH.

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 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 equipment by the WVDOH or its personnel.

The subject equipment shall be deemed to be a total loss by reason of its disappearance or if it has sustained physical damage and the estimated cost of repairs is determined, as hereinafter provided, to exceed seventy-five percent (75%) of the market value of such equipment. If a claim is made by the Vendor against the WVDOH 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 WVDOH for such loss, damage or destruction.

In the event that, 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 by reason of such loss, damage or theft, any such sum of money so paid to Vendor shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. If the Vendor shall receive any sum of money from any insurance company, person, firm or corporation for such loss, damage or theft, subsequent to the payment to the Vendor by the WVDOH of a sum of money for a claim for such loss or damage the Vendor will pay to the WVDOH the amount so received or such part of said amount that equals the amount WVDOH 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 WVDOH, the Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment or destruction of or damage thereto, and shall repair all damage to such equipment and replace any such equipment lost or destroyed. The WVDOH may deduct that part of any rental to be paid to Vendor for the use of such equipment for such period of time the equipment is not available for such use during the time of such repair or replacement due to such damage or loss or during the time involved in the replacement of any piece of equipment.

The WVDOH shall be responsible for any loss of such equipment or any part thereof during the time that such equipment is not in use or is not required to be attended by Vendor's operators provided, however, that such equipment is delivered by the Vendor through its operators to a place designated by the WVDOH's employees or agents, in which case the WVDOH shall be responsible for the security of such equipment, and, provided further, however, that the WVDOH'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 the WVDOH, shall remain the employees of and under the control of the Vendor, and shall not be considered as agents of the WVDOH.

#### **IX** **LIENS**

The WVDOH 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 the WVDOH as herein provided.

#### **X** **ENJOYMENT OF EQUIPMENT**

The Vendor covenants to provide the WVDOH during the term of the applicable agreement with quiet use and enjoyment of the subject equipment, and the WVDOH 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 WVDOH is not in default.

#### **XI** **INSPECTION OF EQUIPMENT**

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

#### **XII** **RETURN OF EQUIPMENT**

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

**XIII**  
**DAMAGE BEYOND CONTROL OF LESSEE**

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

**XIV**  
**DEFAULT**

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

**XV**  
**INSURANCE**

The WVDOH 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 WVDOH 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 WVDOH, as Lessee, will assume only those liabilities permitted by law for all obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses of whatsoever kind and nature, without recourse to Vendor, or its assigns, arising out of the manufacture, use, condition, operation, removal and return of the subject equipment, regardless of where, how and by whom operated.

**XVII**  
**NOTICES**

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



XVIII  
SUCCESSORS OR ASSIGNS

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

**Note: Vendor should type Bid Schedule.**

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

Vendor shall indicate that area which he wishes to lease equipment to the WVDOH 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 WVDOH, it will be assumed that Vendor's bid is for statewide.

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

**The "Bid Schedule" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)**

# Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

## 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. Mi.
<b>AERIAL BUCKET TRUCK</b> Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Elliott Model G50 or similar							
<b>AERIAL PLATFORM TRUCK</b> Elliott Model L55 or similar							
<b>AIR TRACK DRILL</b> w/800 CFM Air Comp.							
<b>ARROW BOARDS</b> 4' x 8' panel 15 lamp							
<b>ASPHALT DISTRIBUTOR</b> Trk. Mtd. w/spray bar							
<b>ASPHALT HOT BOX</b> 4 ton class, Heats Cold Storage Asphalt							
<b>ASPHALT RECYCLING ATTACHMENT</b> Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 8,500 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

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.
<b>AUGER</b> Trk. Mtd.							
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size							
<b>HYRAM ATTCH ONLY</b> 2,000 ft./lbs. min							
<b>BACKHOE</b> Crawler with a thumb							
<b>BACKHOE LOADER</b> Rubber Tired 55-85 DHP							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

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.
<b>BACKHOE LOADER (HY-RAM)</b> Mtd. Hyd. Breaker 55-85 DHP D							
<b>BACKHOE LOADER (HO-RAM)</b> Mtd. Air Breaker 1,000 ft./lbs. min.							
<b>BACKHOE LOADER TRACTOR - Compact</b> Rubber Tired 20-30 HP max. height - 83"							
<b>BASE WIDENER SP</b> (Shoulder Stone)							
<b>BULLDOZER</b> Crawler GD 65-75 DHP D							
<b>BULLDOZER</b> Crawler GD 80-90 DHP D							
<b>BULLDOZER</b> Crawler GD 100-120 DHP D							
<b>BULLDOZER</b> Crawler GD 130-140 DHP D							
<b>BULLDOZER</b> Crawler TC 150-250 EHP D							
<b>BULLDOZER</b> Crawler/Ripper TCP 181 - 250 EHP D							
<b>BULLDOZER</b> Crawler/Winch TCP 181 - 250 EHP D							
<b>CHIP SPREADER SP</b>							
<b>COMPRESSOR</b> 125 - 160 CFM Portwhl.							
<b>COMPRESSOR</b> 170 - 210 CFM Portwhl.							
<b>COMPRESSOR</b> 250 - 300 CFM Portwhl.							

Schedule I

Vendor Should Type Bid Schedule

REG. NO. 66-11-C018

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.
<b>COMPRESSOR</b> 350 - 375 CFM Portwhl.							
<b>COMPRESSOR</b> 600 CFM Portwhl.							
<b>COMPRESSOR</b> 700 - 800 CFM Portwhl.							
<b>CONCRETE MIXER</b> Trk. Mtd. 6.0 Cyd.							
<b>CONCRETE PUMP</b> Trlr. Mtd. w/Hoses w/o Boom							
<b>CONCRETE SAW</b> Full Depth GAP - 24" Blade							
<b>CONCRETE VIBRATORY SCREED</b> Air Powered - 36 ft. max.							
<b>CONCRETE VIBRATOR</b> Mech.							
<b>CONCRETE VIBRATOR</b> Air							
<b>CONCRETE VIBRATOR</b> Electric							
<b>CONVEYER</b> Port. Elev. W/Dumpster 2T min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.							
<b>CRACK SEALING MACHINE</b> Trlr. Mtd. Dbl. Drum 100 - 125 GLN. D							
<b>CRANE 10 T Hyd.</b> Trk. Mtd. min. 18' Bed							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

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.
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							
CRANE 20 - 25 T Cable D Crawler							
CRANE 25 - 30 T Cable, Trk. Mtd. G							
CRANE 30 T Hyd.							
CRANE, 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.							
DITCH WITCH							

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

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.
<b>DRILL</b> Track Hoe Mtd.							
<b>EXCAVATOR - TELEBOOM</b> Track Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR - TELEBOOM</b> Truck Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR</b> w/McMillen extreme duty earth auger or similar							
<b>EXCAVATOR</b> w/winch and Rev Drill Model 18 or similar							
<b>EXCAVATOR</b> w/winch and Rev Drill Model 27 or similar							
<b>EXCAVATOR</b> w/winch and Rev Drill Model 35 or similar							
<b>EXCAVATOR</b> w/Lodrill attachment or similar							
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 2,600 lbs. max.							
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 6,500 lbs. max.							
<b>EXCAVATOR - 1/8 Cyd.</b> 30 HP D Track Width 5' out-to-out							
<b>EXCAVATOR - 1/5 Cyd. 44 HP D</b> 11,000 lbs. Track Width 6' out-to-out							
<b>EXCAVATOR - 1/4 Cyd.</b> 55 HP D 14,000 lbs. Bucket Track Width 6' out - to - out							
<b>FLATBED TRUCK</b> 1 T min.							

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Vendor Should Type Bid Schedule

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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.
<b>FORKLIFT TRUCK</b> Rough Terrain, 5 - 10 K lb. lift cap.							
<b>GRAPPLE BUCKET</b> Trk. Mtd.							
<b>HAMMER (MOBILE) SP</b> Pavement Brkr. Drop 70 HP min.							
<b>HAMMER (DELMAG) PILE-D.</b> D8-22							
<b>HIGH FLOW SKID STEER</b> Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: Trencher of any width							
<b>HYDRO-SEEDER</b>							
<b>HYDRO-SEEDER</b> Trk. Mtd. 1,500 - 2,500 Gal.							
<b>LAUNCH FRAME</b> To Set Pre-stressed Concrete Beams							
<b>LIGHT TOWERS PORT.</b> 4 - 1,000 w/bulbs							
<b>MANLIFT</b> 40 ft.							
<b>MANLIFT SP</b> 80 ft.							
<b>MANLIFT SP</b> 130 ft.							
<b>MESSAGE SIGN - PROGRAMMABLE</b>							



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Vendor Should Type Bid Schedule

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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.	
<b>MILLING PLANER / ON SKID STEER LDR.</b> Operating capacity of at least 2150 lbs. 30" milling planer								
<b>MILLING PLANER / ON SKID STEER LDR.</b> 1 ft. cut min. to 5 ft. cut max.								
<b>MORTAR MIXER</b> 6 CF 5 HP G								
<b>MOTOR GRADER</b> 35,000-45,000 lbs. class								
<b>MOWER TRACTOR</b> Disc Type Attachment 3 pt. hitch								
<b>PAVER</b> Curb Extruding Type SP G								
<b>PAVER</b> HMA								
<b>RADIO REMOTE CONTROLLED TRACK LOADER</b> 20 HP Minimum and 44" Max Overall Height								
<b>RIGGING SYSTEM</b> (Catenary Scaffolding System) To Provide Inspection Access to Underside of Bridges								
<b>ROCKDRILL - SP</b> Hyd. Excav./Boom Mtd. 3" Holes/20' deep min.								
<b>ROCK HAMMER FOR EXCAVATOR</b> 5000-7000 lbs. class								
<b>ROCK WAGON</b> 20 -30 T								
<b>ROLLER</b> 5 T w/2 steel drums								

Schedule I

Vendor Should Type Bid Schedule

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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.
<b>ROLLER</b> 5 - 6 T PNEUTR TOW/Trk. Mtd.							
<b>ROLLER</b> 10 T PNEUTR							
<b>ROLLER</b> 7-15 T PNEUTR, Articulated							
<b>ROLLER SP</b> PNEUTR - 10K GVW G							
<b>ROLLER SP</b> PNEUTR - 20K GVW G							
<b>ROLLER - TRENCH VIB</b> Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft.							
<b>ROLLER - VIB</b> SP 1 Drum 2XL 10 - 15 K GVW D							
<b>ROLLER - VIB</b> SP 1 Drum 2XL 10 - 20 K GVW D							
<b>SCREENERS, Material</b> Mobile - Diesel							
<b>SHADOW TRUCK w/Attenuator</b> min. 30,000 GVW							
<b>SHOULDER MAINTAINER PORT.</b> Pull-type Adj. 1 - 5 ft. Spreadmaster AI-100 T or similar							
<b>SHOULDER MAINTAINER SP</b> w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width 1' - 6" and 6" - 12" depth							
<b>STABILIZER (BO-MAG) SP</b> 250 HP min.							

Schedule I

Vendor Should Type Bid Schedule

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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.
STRAW / MULCH BLOWER Trk. Mtd.							
STREET SWEEPER SP 3.0 Cyd. (min.)							
STREET SWEEPER SP 8.0 Cyd. (min.)							
STREET SWEEPER SP Waterless Unit 8.0 Cyd. (min.)							
STREET SWEEPER Trk. Type							
STREET SWEEPER-HYDROSTATIC Elgin Pelican III or similar							
TRACTOR 170-185 hp class, 50,000 to 60,000 lbs.							
TRACTOR 80,000 lb GVW Tandem							
TRACTOR BOOM MOWER 110 to 120 hp, class							
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E							
TRAILER, EXTENDABLE 45 ft. to 75 ft.							
TRENCH PAVER (Base Widening Machine)							
UNDERBRIDGE INSPECTION UNIT 20 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 30 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 40 ft. maximum horizontal reach							

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Vendor Should Type Bid Schedule

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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.
<b>UNDERBRIDGE INSPECTION UNIT</b> 50 ft. maximum horizontal reach							
<b>UNDERBRIDGE INSPECTION UNIT</b> 60 ft. maximum horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trlr. Mtd., Hyd. SP Min. 20 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trlr. Mtd., Hyd. SP Min. 30 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trlr. Mtd., Hyd. SP Min. 40 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trlr. Mtd., Hyd. SP Min. 50 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trlr. Mtd., Hyd. SP Min. 60 ft. horizontal reach							
<b>VACUUM/SPRAY UNIT</b> Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
<b>WATER PUMPS - 3"</b> w/SUCTION & DISCHARGE HOSES							
<b>WATER PUMPS - 4"</b> w/SUCTION & DISCHARGE HOSES							
<b>WATER PUMPS - 6"</b> w/SUCTION & DISCHARGE HOSES							
<b>WATER PUMPS - 12"</b> w/SUCTION & DISCHARGE HOSES							
<b>WORK PLATFORM SP</b> SL 25' High Platform 1,500# CAP							
<b>WORK PLATFORM SP</b> SL 35' High Platform 1,500# CAP							

**SCHEDULE II**

**Vendor Should Type Bid Schedule**

REQ. NO. 66-11-C018

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.
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.	John Deere Bomann	490D FF490D5015812	800	3700	14,000	\$150.00	\$3.00
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 42,900 lbs.	John Deere Homady	690E/DW690EL543 200/A70010	1000	4500	17,000	\$150.00	\$3.00
BACKHOE - CRWLR - HY-RAM 43,000 lbs. - 60,000 lbs.	John Deere Homady	690E/DW690EL543 200/A70010	1000	4500	17,000	\$150.00	\$3.00
BACKHOE - CRWLR 1.25 Cyd. 128 - 141 HP Ser. No DW690CA513289	John Deere	690E/DW690EL543	800	3700	14,000	\$150.00	\$3.00
42,700 lbs. - 45,900 lbs.	John Deere Homady	690C/DW690CA513289 200/A70010	800	3700	14,000	\$150.00	\$3.00
CONCRETE PUMP Trlr. Mtd. w/hoses w/o Boom							
CONCRETE PUMP Trk. Mtd. w/hoses and Boom up to 30 meters							
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters							
CRANE 15 - 25 TON Hyd. Rough Terrain							
CRANE - Hyd., Trk. Mtd. D 30 TON							
CRANE - Hyd., Trk. Mtd. D 35 TON							
CRANE - Hyd., Trk. Mtd. D 40 TON							

**SCHEDULE II**

**Vendor Should Type Bid Schedule**

**REQ. NO. 66-11-C018**

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee		
	Manufacturer's Name	Model/Serial #	Without Delivery/ WITH OPERATOR	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CRANE - Hyd., Trk. Mtd. D 50 TON								
CRANE - Hyd., Trk. Mtd. D 60 TON								
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**

**Vendor Should Type Bid Schedule**

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee		
	Manufacturer's Name	Model/Serial #	Without Delivery/ <i>WITH OPERATOR</i>	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
<b>UNDERBRIDGE INSPECTION UNIT</b> Snoopet Series 260 or similar (Including driver and operator)								
<b>VACUUM TRUCK/JETT-RODDER</b> 1" hose 65 - 85 GPM @ 3,000 PSI								





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  
 6611C018

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

\*318131928 304-227-4451

RED CREEK ENTERPRISES  
 HC 66 BOX 58

DRY FORK WV 26263

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ADDRESS THE INADVERTENT EXCLUSION OF SPECIFICATION PAGES FROM THE RFQ PACKET.						
BID OPENING REMAINS 03/31/2011 AT 1:30 PM.						
*****END ADDENDUM NO. 1*****						
0001	1	EA		975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bonner</i>	TELEPHONE 304-227-4451	DATE 3-21-11
TITLE <i>Owner</i>	FEIN 55-0695777	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

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



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  
 6611C018

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 33  
 304-558-2402

VENDOR

\*318131928 304-227-4451  
 RED CREEK ENTERPRISES  
 HC 66 BOX 58  
 DRY FORK WV 26263

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ADD PAGES THAT WERE INADVERTENTLY OMITTED FROM THE BID PACKET.						
*****END ADDENDUM NO. 2*****						
0001	1	EA		975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL:						

RECEIVED  
 2011 MAR 24 AM 9:53  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bonner</i>	TELEPHONE <i>304-227-4451</i>	DATE <i>3-23-11</i>
TITLE <i>Owner</i>	FEIN <i>55-0695777</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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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  
 6611C018

PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Red Creek Enterprises  
 HC 66 BOX 58  
 Dry Fork, WV 26263

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	--------	-------------	------------	--------

Michael Bonner  
 SIGNATURE  
 Red Creek Enterprises  
 COMPANY  
 3-23-11  
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michael Bonner	TELEPHONE 304-227-4451	DATE 3-23-11
TITLE Owner	FEIN 55-0695777	ADDRESS CHANGES TO BE NOTED ABOVE

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



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:  
**6611C018**

PAGE:  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 33  
 304-558-2402**

RFQ COPY

PROPERTY

TYPE NAME/ADDRESS HERE  
*Red Creek Enterprises  
 HC 66 Box 58  
 Dry Fork, WV 26263*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..... X <i>Michael Bonner</i></p> <p>NO. 2 ..... X <i>Michael Bonner</i></p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						
<p>RFQ Number          REQUISITION NO.: <i>6611C018</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bonner</i>	TELEPHONE <i>304-227-4451</i>	DATE <i>3-23-11</i>
TITLE <i>Owner</i>	FEIN <i>55-0695777</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WY014904

**Classification:**

SPECIALTY  
EXCAVATION

RED CREEK ENTERPRISES  
DBA RED CREEK ENTERPRISES  
HC 66 BOX 58  
DRYFORK, WV 26263-9504

**Date Issued**

JANUARY 29, 2011

**Expiration Date**

JANUARY 29, 2012

*Michael A. Carl*

Authorized Company Signature

Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,

4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Red Creek Enterprises

Signed: Michael Bonner

Date: 3-21-11

Title: Owner

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



RFQ No. 6611C018

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor, or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Red Creek Enterprises

Authorized Signature: Michael Bommer Date: 3-21-11

State of WV

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 21<sup>st</sup> day of March, 2011.

My Commission expires August 24, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

Barbara M Brown

