

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

Request for Quotation

REQ NUMBER 6611C018

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE UTILITY EQUIPMENT LEASING CORP N4 W22610 BLUEMOUND ROAD WAUKESHA, WI 53186

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

SHIP VIA FREIGHT TERMS TERMS OF SALE DATE PRINTED: 03/09/2011 BID OPENING TIME 01:30PM BID OPENING DATE: 03/31/2011 CAT NO UNIT PRICE AMOUNT ITEM NUMBER UOP QUANTITY LINE 975-66 0001 ROAD AND HIGHWAY EQUIPMENT RENTALS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE CEIVED AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE MA 29 A 10: 40 FOR LEASE OF EQUIPMENT FROM INDIVIDUALS AND ORGANIZATIONS FOR PURPOSES AND LOCATIONS TO BE DETERMINED BY THE DIVISION OF HIGHWAYS PER THE re sawa DivisioN ATTACHED SPECIFICATIONS Street of MA 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.SLONEAWV.GOV. TECHNICAL QUESTIONS IS 03/21/2011 DEADLINE FOR ALL AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE 3/28/20 K

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800-558-0999

ADDRESS CHANGES TO BE NOTED ABOVE

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 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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TYPE NAME/ADDRESS HERE

N4 W22610 BLUEMOUND ROAD

WAUKESMA, WI 53186

UTILITY EQUIPMENT LEASING CORP

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

Request for Quotation

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE 3/28/2011

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TELEPHONE 800 - 558 -0999



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304-558-2402 DIVISION OF HIGHWAYS

VARIOUS LOCALES AS INDICATED. BY ORDER

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TELEPHONE 800-558-0999

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

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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

UTILITY EQUIPMENT LEASING CORP

Request for Quotation

6611C018

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BUYER 33

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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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

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Request for Quotation

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WAUKESHA WI 53186 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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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 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).

SPECIFICATIONS

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 <u>must not</u> 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 \$1.00/1st mile and \$.50/each additional mile:

To calculate: \$100.00/per day x 3 days = \$300.00 for rental of the equipment only + \$1.00/1st 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.

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 agency 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).

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.
- 4. The make, model and serial number of the leased equipment being invoiced, and
- 5. The total owed to vendor and method of calculation.

NOTE 1: The WVDOH 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 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

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.

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

- The WVDOH shall repair or replace any part of the leased equipment which shall be V1. 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.
- 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 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 <u>INDEMNITY</u>

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.

X	Statewide				
(Barbour	()	Lincoln	()	Ritchie
()	Berkeley	()	Logan	· ()	Roane
$\dot{}$	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		

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

Schedule

	Equipme	Equipment Offered	Rental I Withou	Rental Rate of Equipment Without Delivery/Without Operator	ipment Without r	Equipment Delivery Fee	ment y Fee
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
AERIAL BUCKET TRUCK		1			ı		Acton
Highway Rated TRK. MTD	TEREX	5TC55	220	1,500	3,495	3.75	3.75
50' Reach Min. 43.5' Radious 360 degrees							*********
Boom Rotation @ level position							
AERIAL PLATFORM TRUCK							
Highway Rated TRK. MTD			į.	•		L (
40' Reach Min. 360 degrees	TEREX/VERSALIFT	TL38/SST37	450	000,1	7,450	3./5	3./5
Boom Rotation @ level position							
AERIAL PLATFORM TRUCK							
Highway Rated TRK. MTD							
55' Reach Min. 360 degrees	TEREX	5TC55	550	1,500	3,495	3.75	3.75
Boom Rotation @ level position			******				
AERIAL PLATFORM TRUCK							
Elliott Model G50 or similar			or Advanced				
AERIAL PLATFORM TRUCK							
Elliott Model L55 or similar	-						
AIR TRACK DRILL			- Charlette				7
w/800 CFM Air Comp.							, mi mi
ARROW BOARDS							
4' x 8' panel 15 lamp		300000000000000000000000000000000000000					
ASPHALT DISTRIBUTOR							
Trk. Mtd. w/spray bar							
ASPHALT HOT BOX							
4 ton class, Heats Cold Storage Asphalt							
ASPHALT RECYLING ATTACHMENT							
Endloader bucket - mounted, asphalt				- In We			ALC CONTRACTOR
grinder/recycle attachment; 185 hp min.				**************************************	*************	-	Maria brillan
app. 8,500 lb. wt. capable of grinding							
and re-mixing up to 12" deep and up			outropion, p			W 100 W 1	Sana da como
to 48" wide pavement and base.							

		,	Rental R	Rental Rate of Equipment	uipment	Equip	Equipment
			mousia	wimout Delivery/without Operator	without	Delivery ree	ree S
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi
AUGER			en-mouro				
Trk. Mtd.	TEREX	COMM 4045/47	700	1,550	3,875	3.75	3.75
ВАСКНОЕ	Quertificana) 	
Crawler Mech./Hyd. 0.75 Cyd.					*******	1	
24,000 lbs 28,000 lbs. Working Weight							-
ВАСКНОЕ						L-140-3	
Crawler Mech./Hyd. 0.75 Cyd.							·
29,000 lbs 35,800 lbs. Working Weight							
ВАСКНОЕ							00 70.2530
Crawler Mech./Hyd. 1.00 Cyd.	DAC 400		COURSE AND ALL HIS			Plány	- jte-ange
36,000 lbs 40,000 lbs. Working Weight							
ВАСКНОЕ							*
Crawler Mech./Hyd. 1.25 Cyd.	- Sound 150		anne progen				
128 - 141 HP	estation es		XXXX Idea			WEEK-NC - WOOD	de la companya de la
42,700 lbs 45,900 lbs. Working Weight							
BACKHOE (HY-RAM)							NOTE CHAIN
Crawler 2,000 ft./lbs. min.			FAMILUS SE				
24,400 lbs 35,800 lbs. Excavator Size			~=734				
BACKHOE (HY-RAM)							
Crawler 2,000 ft./lbs. min.	ch-children						adenous as
36,000 lbs 42,900 lbs. Excavator Size							
BACKHOE (HY-RAM)			KN 310.				
Crawler 2,000 ft./lbs. min.			THE REAL PROPERTY.				
43,000 lbs 60,000 lbs. Excavator Size							
HYRAW ATTCH ONLY							******************************
2,000 ft./lbs. min							
ВАСКНОЕ			***************************************				
Crawler with a thumb							
BACKHOE LOADER			Monata	VF 10 - 3 , 10			
Rubber Tired 55-85 DHP		RESOLUTION					

Schedule

	Equipme	Equipment Offered	Rental I Withou	Rental Rate of Equipment Without Delivery/Without Operator	nipment Without r	Equipment Delivery Fee	ment y Fee
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
ш			artem osas		AGE CONTROL		
Mtd. Hyd. Breaker 55-85 DHP D							
BACKHOE LOADER (HO-RAM)			(V) CONTRACTOR				
Mtd. Air Breaker 1,000 ft./lbs. min.					***************************************		
BACKHOE LOADER TRACTOR - Compact			************************		***************************************		
Rubber Tired 20-30 HP max. height - 83"							
BASE WIDENER SP			· voyArro		-		
(Shoulder Stone)							THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN
BULLDOZER			HUOVETO ST				
Crawler GD 65 -75 DHP D							
BULLDOZER							
Crawler GD 80 -90 DHP D							
BULLDOZER							
Crawler GD 100 -120 DHP D							
BULLDOZER				0		040-50-2-	
Crawler GD 130 -140 DHP D							Target A and the second
BULLDOZER			No. and Cale		ores: N=4		
Crawler TC 150 - 250 EHP D							
BULLDOZER			notes at ple 1000m				
Crawler/Ripper TCP 181 - 250 EHP D				de la companya de la			
BULLDOZER			construct in N		namini nami		
Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SP	TO STATE OF THE ST		e, cercy			2- 4-131vH2	
					n hú ni	en e	
125 - 160 CFM Portwhl.							
COMPRESSOR			BAJOKO PR O		•		
170 - 210 CFM Portwhl.							
COMPRESSOR			ed ookada				
250 - 300 CFM Portwhl.							

Schedule

		Equipment Offered	Rental Mithou	Rental Rate of Equipment Without Delivery/Without	uipment Without	Equipment Delivery Fee	ment y Fee
				Operator	J.		
Equipment Description	Manufacturer's Name	Wodel/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
COMPRESSOR			MINOLET				
350 - 375 CFM Portwhl.							A STATE OF THE PERSON OF THE P
COMPRESSOR						ACTION	
600 CFM Portwhl.				A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS			
COMPRESSOR					W3+4 3		
700 - 800 CFM Portwhl.							
CONCRETE MIXER			graphs a special	WIN THE REAL		****	
Trk. Mtd. 6.0 Cyd.							AND AND THE PERSON NAMED OF TAXABLE PARTY.
CONCRETE PUMP	and control						100
Trlr. Mtd. w/Hoses w/o Boom							, , , , , , , , , , , , , , , , , , ,
CONCRETE SAW			and a second		- N.	****	
Full Depth CAP - 24" Blade							
CONCRETE VIBRATORY SCREED			15 16 2 1 3 1 1 3 1 1 1 1 1 1 1 1 1 1		ي المحمد		
Air Powered - 36 ft. max.							
CONCRETE VIBRATOR					ad action (Projek		
Mech.							
CONCRETE VIBRATOR			ANN WATER OF THE		· Curtivitati	eospoyane	
Air		AND SECTION ASSESSMENT OF THE PROPERTY OF THE					
CONCRETE VIBRATOR			A SSECTATO	-20-	والمراجع المراجع		proa:::::
Electric							TOTAL STREET,
CONVEYER				e de la companya de	por ent	·	********
Port. Elev. W/Dumpster 2T min. @ 32			čmas/d	an extrac	a an Mar Ann	A-11	ao sudéin
deg. Incline - 18" width 60' length -			20 20 To 1		orsonewa	_	out Caroni
PTO Gas or Diesel Engine Self-Elev.							***************************************
CRACK SEALING MACHINE				***			
Trir. Mtd. Dbl. Drum			Chillings :	>>		O-00-3000	
100 -125 GLN. D							
CRANE 10 T Hyd.		■ 1321-000(200	4. **		act or find handley	SHOWER/COM	
Trk. Mtd. min. 18' Bed							

Vendor Should Type Bid Schedule

Schedule

	Equipme	Equipment Offered	Rental F	Rental Rate of Equipment Without Delivery/Without	uipment Without	Equipment Delivery Fee	ment y Fee
	3			Operator) L		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CRANE 12 - 1/2 T Hyd.					was in the Carl		
Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd.							DESK-724
Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T					TAKUNA		- Challenger
Hyd. Rough Terrain							
CRANE 20 - 25 T							OFFICE SOME
Cable D Crawler							
CRANE 25 - 30 T					Ann Hotelson		*******
Cable, Trk. Mtd. G	TEREX	ВТ4792	700	1,725	4,595	3.75	3.75
CRANE 30 T Hvd.							
CRANE, TELEBOOM 30 - 35 T SP					24.13.40 And Indo		
CRANE, TELEBOOM 30 - 35 T							
CRANE 35 T Hvd.		A STATE OF THE STA					
				والمراجعة والمدارات والمستوالية والمستوالي			
CRANE SOT HYA							
CUI VERT CI EANER							
Trk. Mtd. min. 1,500 gal. tank					an o christon		- Wildows
1400 PSI min.							
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							

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	Equipme	Equipment Offered	Rental Rate of Equipment Without Delivery/Without	Rental Rate of Equipment Without Delivery/Without	ipment Vithout	Equipment Delivery Fee	ment V Fee
	•			Operator			
Equipment Description	Manufacturer's Name	Wodel/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
DRILL							
Frack Hoe Mtd.				330-21			
EXCAVATOR - TELEBOOM							
Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM							
Truck Mtd. SP 0.5 Cyd. D				PITTO-PE			
EXCAVATOR							
w/McMillen extreme duty earth auger or similar							
EXCAVATOR			019020				
w/winch and Rev Drill Model 18 or similar				f = , ,			
EXCAVATOR							
w/winch and Rev Drill Model 27 or similar							
EXCAVATOR							
w/winch and Rev Drill Model 35 or similar							
EXCAVATOR			object to the				
w/Lodril attachment or similar			OFFI DOZION	AC A Property			
EXCAVATOR							
Mini-Hyd. Track Mtd. 2,600 lbs. max.			******				
EXCAVATOR							
Mini-Hyd. Track Mtd. 6,500 lbs. max.							ATTENDED TO COMPANY OF THE PARTY OF THE PART
EXCAVATOR - 1/8 Cyd.							
30 HP D Track Width 5' out-to-out				Carrent Carren			
EXCAVATOR - 1/5 Cyd. 44 HP D							
11,000 lbs. Track Width 6' out-to-out			-131v#-E				
EXCAVATOR - 1/4 Cyd.				carracion			
55 HP D 14,000 lbs. Bucket	2000			/a* e			
Track Width 6' out - to - out		-					
FLATBED TRUCK							
					R	M.CO.O	

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		-	
		·	

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	Equipme	Equipment Offered	Rental F Without	Rental Rate of Equipment Without Delivery/Without Operator	iipment Nithout r	Equipment Delivery Fee	nent / Fee
Equipment Description	Manufacturer's Name	Model/Serial#	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
FORKLIFT TRUCK							e de la constanta de la consta
Rough Terrain, 5 - 10 K lb. lift cap.		ATTENDED TO THE PROPERTY OF TH					
GRAPPLE BUCKET			MINISTER A				400
Trk. Mtd.							The same same same same same same same sam
HAMMER (MOBILE) SP					*********		ADDITION OF
Pavement Brkr. Drop 70 HP min.							
HAMMER (DELMAG) PILE-D.							
D8-22							The state of the s
HIGH FLOW SKID STEER							The state of the s
Attachment: Broom							
Attachment: Bucket				الدجور والمتاثلة بإنهاد المتادمة وروو			THE REAL PROPERTY OF THE PARTY
Attachment: Broom Bucket				Commence of the Commence of th			The state of the s
Attachment: Auger of any diameter							
				The state of the s			
שוטאטלטדור				A STATE OF S			
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.							
LAUNCH FRAME						wheth Table 104-104	
To Set Pre-stressed Concrete Beams						S MILE COLUMN TO SERVICE OF THE SERV	
LIGHT TOWERS PORT.					sep Armens of		
4 - 1,000 w/bulbs							
MANLIFT	y y wy	ywygogyd 1881li				·	
MANLIFI SF 80 ft.							
MANLIFT SP		enscranos			and a rose do the		
130 ft.							
TI IN THE STORY OF		nnil/Importisiments	quantina materia da				
WESSTAND SOLD TO THE STAND							

Schedule

	Equipme	Equipment Offered	Rental Ra	Rental Rate of Equipment Without Delivery/Without	ipment Nithout	Equipment Delivery Fee	Equipment elivery Fee
	* * * * * * * * * * * * * * * * * * *			Operator	Som		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
MILLING PLANER / ON SKID STEER LDR.						•	
Operating capacity of at least 2150 lbs.			anyayyaa a			**************************************	
MILLING PLANER / ON SKID STEER LDR.	Transfer of the state of the st	A STATE OF THE PARTY OF THE PAR		_			
1 ft. cut min. to 5 ft. cut max.	w.ci ros						
MORTAR MIXER	City comments and the comments of the comments	Manadar Party (Arty Court of C					
6 CF 5 HP G		SAN THE STATE OF T					
MOTOR GRADER			**************************************				Windowski (Constitution of Constitution of Constitution of Constitution of Constitution of Constitution of Cons
35,000-45,000 lbs. class				Janes Control			
MOWER TRACTOR			THORESON !				-
Disc Type Attachment			-00-7 Page				en e
3 pt. hitch		s de Arche e de la composition de la company de Company de la company de la company de la company de la company			AND THE PROPERTY OF THE PERSON AND T		
PAVER			# Day . 10.00				works notice
Curb Extruding Type SP G						·	
PAVER			**************************************			Q	
HMA		And the second s					-
RADIO REMOTE CONTROLLED TRACK LOADER						***************************************	Valori
20 HP Minimum and 44" Max Overall Height							
RIGGING SYSTEM			e en avolution			Foates	· · · · · · · · · · · · · · · · · · ·
(Catenary Scaffolding System) To Provide	Total and or the					600 A 300 A 30	-20-904
Inspection Access to Underside of Bridges							
ROCKDRILL - SP							······
Hyd. Excav./Boom Mtd.							
3" Holes/20' deep min.							
ROCK HAMMER FOR EXCAVATOR							·
5000-7000 lbs. class							
ROCK WAGON	and the state of t		OFFICE OFFI	drottinen.			
20 -30 T							
ROLLER	en de course de			******			
A T will after the			-	-		==0:	t t a.

	Equipme	Equipment Offered	Rental F Withou	Rental Rate of Equipment Without Delivery/Without Operator	ipment Vithout r	Equipment Delivery Fee	ment y Fee
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
ROLLER							
5-6T PNEUTR TOW/Trk. Mtd.							TO THE PERSON NAMED IN COLUMN TO PERSON NAME
ROLLER	Met OUD MAR						and Care
10 T PNEUTR		OCCUPATION DATE OF THE PROPERTY OF THE PROPERT		المراقع فالمراقع فالمراقع المراقع المر			
ROLLER	ered ooks		± ×oz4ii.				
7-15 T PNEUTR, Articulated							
ROLLER SP			nomina (IIA)				e compres
PNEUTR - 10K GV/W G							
ROLLER SP				103.25			
PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB							
Dual Drum Approx. 10 HP					. Decompation	207 01:00	and the least
Approx. Width 2.5 ft./length 8.3 ft.		والمستحددة والمستحددة والمستحددة والمستحددة والمستحددة والمستحددة والمستحددة والمستحددة والمستحددة					
ROLLER - VIB			B + TO C + C				nga kor guyang sa
SP 1 Drum 2XL 10 - 15 K GVW D		A THE PARTY OF THE					
ROLLER - VIB			e de la constanta de la consta	***********			
SP 1 Drum 2XL 10 - 20 K GVW D							
SCREENERS, Material							
Mobile - Diesel				A PART OF THE PROPERTY AND ADDRESS OF THE PART OF THE			
SHADOW TRUCK w/Attenuator			- Carlon Colonia				
min. 30,000 GVW		-					
SHOULDER MAINTAINER PORT.				20.000 - 1000			
Pull-type Adj. 1 - 5 ft.			.	Adjust and de	44.4	e	
Spreadmaster Al-100 T or similar							
SHOULDER MAINTAINER SP							
w/G (min. 67 HP) or w/D (min. 46 HP)			XXXX 3.2 12-1				- Common
asphalt or stone width			San Care and San	o na stái			
1' - 6' and 6" - 12" depth							
STABILIZER (BO-MAG) SP					0.11-11-10-10-10-10-10-10-10-10-10-10-10-1	Double States	
250 HP min.					2700		

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	Equipme	Equipment Offered	Rental	Rental Rate of Equipment Without Delivery/Without	uipment Without	Equipment Delivery Fee	ment y Fee
	,		One mo z	Operator	1		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
STRAW / MULCH BLOWER							
Trk. Mtd.				And the Control of th			
STREET SWEEPER SP	water conditions and the conditions and the conditions and the conditions are conditions and the conditions are conditions and the conditions are conditional are conditions are conditional are conditio	_33.7893	apenin de company				
3.0 Cyd. (min.)							
STREET SWEEPER SP	March State of State						
8.0 Cyd. (min.)							
STREET SWEEPER SP					· ·		
Waterless Unit 8.0 Cyd. (min.)							
STREET SWEEPER			××04.2-5		ac _e tyraviac		
Trir. Type							
STREET SWEEPER-HYDROSTATIC			*******		-bylecopybec		
Elgin Pelican III or similar							
TRACTOR	- Andrews Control				Division of the		
170-185 hp class, 50,000 to 60,000 lbs.						COMPANY OF THE PARTY OF THE PAR	
TRACTOR	SCHOOL SAME				O. Khappan, de complet		
80,000 lb GVW Tandem				THE RESERVE AND PARTY OF THE PA			
TRACTOR BOOM MOWER		·	den y k			Vermo vij	
110 to 120 hp, class		A A STATE OF THE S					
TRAFFIC SIGNALS - PORT					*************		
2 Phase Operation D/E							
TRAILER, EXTENDABLE	and particular and a second se		مجبجط		***		
45 ft. to 75 ft.							
TRENCH PAVER	and facilities of				-××-	***************************************	
(Base Widening Machine)							
UNDERBRIDGE INSPECTION UNIT					CPS V-FA	. Wanta Safe Safe Safe Safe Safe Safe Safe Saf	
20 ft. maximum horizontal reach		e de la companya de l					
UNDERBRIDGE INSPECTION UNIT							
30 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT			4-40		EQUIPS		
40 ff maximum horizontal reach					-		

Schodule

	Equipme	Equipment Offered	Rental F Withou	Rental Rate of Equipment Without Delivery/Without Operator	uipment Without r	Equipment Delivery Fee	menť y Fee
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT						e-ACO-OFFICE	
50 ft. maximum horizontal reach							Control and Contro
UNDERBRIDGE INSPECTION UNIT					ZO DAGES		
60 ft. maximum horizontal reach							
UNDERBRIDGE PLATFORM							
Trir. Mtd., Hyd. SP Min. 20 ft. horizontal reach							THE REAL PROPERTY AND ADDRESS OF THE PERSON
UNDERBRIDGE PLATFORM							
Trir. Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM							1220
Trir. Mtd., Hyd. SP Min. 40 ft. horizontal reach							
UNDERBRIDGE PLATFORM							with Pro-
Trir. Mtd., Hyd. SP Min. 50 ft. horizontal reach							
UNDERBRIDGE PLATFORM	A COLOR COLOR						
Trir. Mtd., Hyd. SP Min. 60 ft. horizontal reach		A PARTY OF THE PAR		A DESCRIPTION OF THE PERSON OF			
VACUUM/SPRAY UNIT	www.com						
Trk. Mtd. min. 1,000 gal. tank min. 60 gpm	acciono pe						
4 ft. teleboom w/swivel/rotating hose reel				The state of the s			
WATER PUMPS - 3"					woo a market		
W/SUCTION & DISCHARGE HOSES			Participan in the Contract of	THE PART OF THE PROPERTY OF THE PARTY OF THE			
WATER PUMPS - 4"							
w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 6"					Contracts (A.		
W/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 12"				on which the	man pagasant si San	D-view	
w/SUCTION & DISCHARGE HOSES							
WORK PLATFORM SP					oracies Lyco		
SL 25' High Platform 1,500# CAP							-
WORK PLATFORM SP						Mildonini, an	
SL 35' High Platform 1,500# CAP							

Equipment Description Equipment Offered Without Delivery/Without Delivery/Name Without Delivery/Name Without Delivery/Name Nodel/Serial # \$/ Day \$/ Week \$/ Month 15s FE - CRWLR - HY-RAM S 42.900 lbs. S 42.900 lbs. S 42.900 lbs. FE - CRWLR - HY-RAM S 60.000 lbs. S 60.000 lbs. S 60.000 lbs. FE - CRWLR - HY-RAM S 60.000 lbs. S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. W/o Boom S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. D S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. D S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. D S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. D S 60.000 lbs. S 60.000 lbs. FIE PUMP Trit. Mid. D S 60.000 lbs. S 60.000 lbs.			CATALON CONTRACTOR OF THE CATALON CONTRACTOR	Rental Rate	Rental Rate of Equipment	Equipment	nent
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SCHEDULE

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SCHEDULE

			Rental	Rental Rate of Equipment	uipment	Equi	Equipment
·	Equipment Offered	Offered	W	Without Delivery/ WITH OPERATOR	very/ 4 <i>TOR</i>	Delive	Delivery Fee
Equipment Description	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
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cutter drum min.							
RADIO REMOTE CONTROLLED TRACK LOADER							
20 HP Minimum and 44" Max Overall Height							
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			en e				
Snooper Series 230 or similar			-				

SCHEDULE

Vendor Should Type Bid Schedule

		entrocessory survival ish the definition of the survival	Rental	Rental Rate of Equipment	uipment	Me	Equipment
	Equipment Offered	t Offered	8	Without Delivery/	very/	Delive	Delivery Fee
	j I		120	WITH OPERATOR	TOR		
Equipment Description	Manufacturer's Name	Wodel/Serial #	\$ / Day	\$ / Week	\$ / Day \$ / Week \$ / Month 1st Mile Add. Mi.	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT							
Snooper Series 260 or similar					Total		
(Including driver and operator)							
VACUUM TRUCK/JETT-RODDER							independence
1" hose		-executable	surmetur.				***************************************
65 - 85 GPM @ 3,000 PSI						The state of the s	

Rev. 09/08,

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.

	. Title:
Bidde	er:Signed:
	er penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is tr accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certifica ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
autho the re deem	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division a rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paying the disclose to the Director of Purchasing appropriate information verifying that Bidder has paying the disclose taxes, provided that such information does not contain the amounts of taxes paid nor any other informationed by the Tax Commissioner to be confidential.
requir again or dec	or understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the sements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penal st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agent ducted from any unpaid balance on the contract or purchase order.
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, f purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid ar continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees a residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
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 Guarand has resided in West Virginia continuously for the four years immediately preceding the date on which the bid submitted; or,
1 .	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,
.	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 a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing 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,
	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 employee working on the project being bid are residents of West Virginia who have resided in the state continuously for the two year immediately preceding submission of this bid; or,
	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,
· 	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 date of this certification are self-or type of the date of this certification.

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

RFQ No. 66110018

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 owed 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 exceed 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: Utility Equipment Loasing CORP
Authorized Signature: Torcer (Tom Greenwood) Date: 3/28/2011
State of _ UI
County of <u>Waukesha</u> , to-wit:
Taken, subscribed, and sworn to before me this do day of march , 2011.
My Commission expires February 15t , 2015.
AFFIX SEAL HER OTARY PUBLIC NOTARY PUBLIC
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PUDLEINER A PUDLEINER