



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

State of West Virginia
 Request for Quotation
 12 — Equip. Rental

Proc Folder: 605438

Doc Description: EQUIP LEASE/RENTAL WITHOUT OPERATOR 6620C009

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-14	2019-08-29 13:30:00	CRFQ 0803 DOT2000000022	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

BTI Contracting Inc
 PO Box 314
 Catlettsburg, KY 41129
 304-453-6196

RECEIVED
 2019 AUG 27 AM 10:48
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X *Lisa M. Dear* FEIN # 61-1367923 DATE 8-23-2019
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description :

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR PER EXHIBIT A PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-08-19

DOT2000000022	Document Phase Final	Document Description EQUIP LEASE/RENTAL WITHOUT OPERATOR 6620C009	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Equipment Rental WITHOUT Operator

Information Attachment Form

Vendor Name: BTI Contracting Inc.

Base Location:

The Vendor shall identify the base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent **physical street address, city and state for the base location(s).** If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	
2334 Rt 52	
Kenova, WV 25530	
Vendor Base Location:	
Vendor Base Location:	

Counties Bid:

Vendor shall indicate the area which he wishes to lease/rent equipment to the WVDOH by placing an "X" or "√" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be assumed that the Vendor's bid is for Statewide.

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

Exhibit A

Vendor Name:

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Trk. Mtd. 1,500 - 2,500 Gal.							
JOINT SEALER 3 Cylinder, Tandem Dual 2 Axle, Vat. Cap 200 Gal. Double Boiler Type Tank - opening 16"x24" Maximum Heat Input - Diesel 290,000 BTU Incl. Full Sweep Mixer with 2 horizontal paddles							
LIGHT TOWERS PORT. 4 - 1,000 watt bulbs							
LOWBOY with two drops in deck height - min 35 T							
MANLIFT SP 40 ft.							
MANLIFT SP 60 ft.							
MANLIFT SP 80 ft.							
MANLIFT SP 125 ft. minimum to 135 ft. maximum							
MANLIFT - SCISSOR, TWO PERSON 26' Minimum with Extendable Platform							
MESSAGE SIGN Programmable							
MORTAR MIXER 6 CF 5 HP G							
MOTOR GRADER 35,000-45,000 lbs. class							
PATCH TRAILER DuraPatcher or similar							
PATCH TRUCK with rear mounted arrow board							
PATCH TRUCK DuraMAXX or similar							
PAVER - HOT MIX ASPHALT Rubber-tired Paver < 125 HP							
PAVER - HOT MIX ASPHALT Rubber-tired Paver > 125 HP							
PAVER - HOT MIX ASPHALT Track Paver < 125 HP	Weiler	P385BW27/2756	\$900.00	\$4,500.00	\$13,500.00	\$500.00	\$10.00
PAVER - HOT MIX ASPHALT Track Paver > 125 HP							
POLY PATCHER II or similar Double-boiler type mixer, Tri Mtd.							

(DOT6620C009)

Exhibit A		Vendor Name:					
Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
PRESSURE WASHER/Hot Water 120° Min, 700-3000 psi Min.							
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20" deep min.							
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class							
ROCK TRUCK - ARTICULATED 20 -30 T							
ROLLER 5 Ton with 2 steel drums	Caterpillar	CB24B/2X401537	\$700.00	\$2,500.00	\$8,000.00	\$500.00	\$10.00
ROLLER 10-15 Tons with 2 steel drums							
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Appox. 2.5ft W x 8.3 ft L							
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D							
SAND BLASTER 200 lb. hopper min.							
SCISSOR LIFT, TWO PERSON 26' Minimum with Extendable Platform							
SCREENERS, Material Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW							
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth							
SKID STEER - HIGH FLOW Attachment: Auger of any diameter							

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: BTI Contracting Inc Address: PO Box 314
Catlettsburg, KY 41129

Name of Authorized Agent: LISA M. DEAN Address: PO Box 314 Catlettsburg, KY 41129

Contract Number: CRFD 0803 DOT 2000000022 Contract Description: EQUIPMENT LEASE/RENTAL
WITHOUT OPERATOR

Governmental agency awarding contract: Department of Administration

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

LISA M. DEAN

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Lisa M. Dean Date Signed: 8-23-2019

Notary Verification

State of Kentucky, County of Boyd:

I, LISA M DEAN, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 23rd day of August 2019

Dawnita C Lucas
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

DAWNITA C. LUCAS
Notary Public-State at Large
KENTUCKY - Notary ID # 595128
My Commission Expires 02-12-2022

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for inspecting the lease/rented equipment.
- 8.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 8.5 Insurance:** The WVDOH is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.
- 8.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager:
Telephone Number:

Robert E. Scott
304-453-6196

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

Fax Number: 304-453-6430
Email Address: robertscottbti@ltd.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert E. Scott
(Name, Title)
Robert E. Scott
(Printed Name and Title)
PO Box 314 Catlettsboro, KY 41129
(Address)
304-453-6196 / 304-453-6430
(Phone Number) / (Fax Number)
robert.scott@bti@live.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BTI Contracting Inc.
(Company)
Lisa M. Dean, President
(Authorized Signature) (Representative Name, Title)
LISA M. Dean - President
(Printed Name and Title of Authorized Representative)
8-23-2019
(Date)
304-453-6196 / 304-453-6430
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: BTI Contracting Inc.

Authorized Signature: Lisa M. Dear Date: 8-23-2019

State of Kentucky

County of Bourbon to-wit:

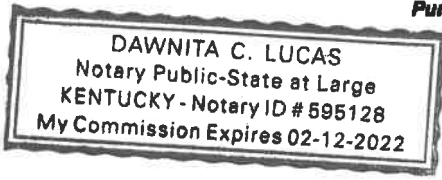
Taken, subscribed, and sworn to before me this 23rd day of August, 2019.

My Commission expires 2-12, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC Dawnita C. Lucas

Purchasing Affidavit (Revised 01/19/2018)



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 Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: BTI Contractors Inc

Signed: Lisa M. Wear

Date: 8-23-2019

Title: President

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

MATTHEW G. BEVIN
GOVERNOR



WILLIAM M. LANDRUM III
SECRETARY
FINANCE AND ADMINISTRATION CABINET

MWBE MINORITY & WOMEN BUSINESS ENTERPRISE

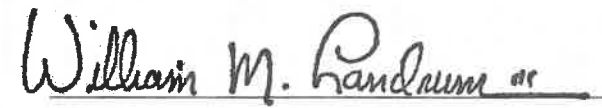
This certificate acknowledges that
BTI Contracting, Inc.

has been certified as a Women Business Enterprise
by the Commonwealth of Kentucky.


MATTHEW G. BEVIN
GOVERNOR



Expiration: December 30, 2021


WILLIAM M. LANDRUM III
SECRETARY
FINANCE AND ADMINISTRATION CABINET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRODUCER: Old Colony Ins. Service, Inc. 859-255-3355. CONTACT: Mark Howard. INSURED: BTI CONTRACTING INC. LISA DEAN. BITCO Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Certificate holder: STATE OF WEST VIRGINIA, 1900 KANAWHA BLVD E - BLDG 5. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...