



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

State of West Virginia
 Centralized Request for Quote
 Equip. Rental

Proc Folder: 1024631		Reason for Modification:	
Doc Description: ADDENDUM NO_4 Equipment Lease/Rental W/O Operator -Statewide		ADDENDUM NO_4 Vendor Questions and Responses	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-18	2022-05-26 13:30	CRFQ 0803 DOT2200000164	5

BID RECEIVING LOCATION

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

05/24/22 09:47:14
 WV Purchasing Division

VENDOR

Vendor Customer Code:

Vendor Name: State Equipment, Inc.
Address: 560 New Goff Mountain
Street:
City: Cross Lanes
State: West Virginia **Country:** United States **Zip:** 25313
Principal Contact: Edward Rowan
Vendor Contact Phone: 304-776-4405 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 55-0658298 **DATE** 05/25/2022

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

Equipment Lease/Rental Without Operator
6622C026

ATT A - Pricing Pages

ASPHALT, PAVEMENT, & CONCRETE EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Asphalt Distributors, Recyclers, & Milling Equipment	Asphalt Distributor: Truck mounted / Spray bar					
	Asphalt Cold Milling Machine: Wirtgen W60 Ri or similar					
	Asphalt Cold Milling Machine: Wirtgen W120 Ri or similar					
	Asphalt Recycler/Soil Stabilizer: No less than 12" cutting depth range / BOMAG MPH 364 R-2 or					
	Asphalt Recycler Attachment: Endloader bucket, mounted / Asphalt grinder-recycle attachment / Minimum 185 hp 8,500 lb. wt. / Capable of grinding and remixing up to 12 in. deep and 48 in. wide pavement and base.					
	Asphalt Recycler: Hydraulic control panel / Hydraulically controlled loading chute / Minimum 12 in. load opening / KM T-2 or similar					
	Asphalt Recycler: Self loading / Stepp SRM 10 x 120 or similar					
	Concrete Bucket: 1 1/2 yds.					
	Concrete Bucket: 1 yd.					
	Concrete Bucket: 2 yds.					
	Concrete Mixer: 6 Cubic ft. / Tow behind					
	Concrete Mixer: 9 Cubic ft. / Tow behind					
	Concrete Saw: 10-13 HP / Self propelled					
	Concrete Saw: 11-14 HP					
	Concrete Saw: 18-19 HP / Self propelled					
	Concrete Saw: 20-29 HP / Self propelled					
	Concrete Saw: 30-39 HP / Self propelled					
	Concrete Saw: 60-69 HP / Self propelled					
	Concrete Saw: Over 69 HP / Self propelled					
	Road Widener: Self propelled / 0-14 ft working width / Enclosed cab / Washdown system /					
Shoulder Maintainer: w/G (min. 67 HP) or w/D (min. 46 HP) / asphalt or stone width / 1' to 6' and 6" to 12" depth						
Asphalt Pavers -Hot Mix	Asphalt Paver: Rubber-tired Paver < 125 HP					
	Asphalt Paver: Track Paver > 125 HP					
Crack Sealing Equipment	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 70 CFM Compressor					
	Crack Sealer: Trailer mounted / Doubler boiler type / Poly Patcher II or equivalent					
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 53.8 CFM Compressor					
	Crack Sealer: 3 Cylinder / Tandem Dual 2 Axle / Vat. Cap 200 Gal. Double boiler type tank - opening 16 ft. x 24 ft. / Maximum heat input - Diesel 290,000 BTU / Full sweep mixer with 2 horizontal paddles					
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features					
	Crack Sealer: Trailer mounted / Double drum / 100-125 GLN Diesel					
Mixers	Mortar Mixer: 6 Cubic ft / 5 HP					

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	Mortar Mixer: 9 Cubic ft					
Patchers	Pothole Patcher: Trailer / DuraPatcher or equivalent Pothole Patcher: Truck w/rear mounted arrow board					
Rock Drillers & Hammers	Backhoe Breaker Attachment: 1200-4000 ft. lbs					
	Backhoe Breaker Attachment: Over 4000 ft. lbs.					
	Demo Hammer: Electric / 60 lbs.					
	Excavator Breaker: 2001-2500 lbs.					
	Excavator Breaker: 1500-2000 lbs.					
	Excavator Breaker: Magnum RHB313/RHB317 3000-3500 lbs.	\$600.00	\$1,500.00	\$3,000.00	\$200.00	\$2.00
	Excavator Breaker: Magnum RHB320 4000-4500 lbs.	\$700.00	\$1,700.00	\$4,500.00	\$200.00	\$2.00
	Excavator Breaker: 5000 lbs.	\$700.00	\$1,700.00	\$4,500.00	\$200.00	\$2.00
	Pavement Breaker: Air / 30 lbs.					
	Pavement Breaker: Air / 60 lbs.					
	Pavement Breaker: Air / 90 lbs.					
	Rock Drill: Hydraulic / Excavator - Boom mounted / 3 ft holes / 20 ft. depth minimum					
	Rock Drill: Air / 60-69 lbs.					
	Rock Drill: Air / 10-19 lbs.					
	Rock Drill: Air / 30-39 lbs.					
	Rock Hammer for Excavator: 5001-7000 lbs.					
Rollers	Roller: Double drum / 10-15 tons					
	Roller: Double drum / Smooth / 1.5 tons					
	Roller: Case DV23 Double drum / Smooth / 3-5 tons	\$250.00	\$600.00	\$1,450.00	\$200.00	\$2.00
	Roller: Single drum / Smooth / 50-56 in. / Vibratory					
	Roller: Case SV208 Single drum / Smooth / 61-70 in. / Vibratory	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$2.00
	Roller: SV212 Single drum / Smooth / 80-89 in. / Vibratory	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$2.00
	Roller: Single drum / SP / 2XL / 10-15 K GVW / Diesel					
	Roller: Case SV208/SV212 Single drum / SP / 2XL / 10-20 K GVW / Diesel	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$2.00
	Roller: SV212 Single padfoot drum / 80-89 in. / Vibratory	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$2.00
	Roller: Single padfoot drum / 61-70 in. / Vibratory					
	Roller: Single padfoot drum / 50-56 in. / Vibratory					
	Trench Roller: Dual Drum / Approx. 10 HP / Approx. 2.5 ft. W x 8.3 ft. L / Vibratory					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages
AERIAL PLATFORMS & LIFTS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Aerial Bucket Trucks	Bucket Truck: Highway Rated / Mounted 50 ft. minimum / 43.5 ft. radius / 360 degree boom Rotation at level position					
	Bucket Truck: Highway Rated / Mounted 55 ft. working height minimum. Rear mounted Turret. Versalift VST-47-1 or equivalent.					
	Bucket Truck: Highway Rated / 50 ft. reach minimum / 43.5 ft. radius / 10 ft. max outrigger spread / 360 degree boom rotation at level position / 1,000 lb minimum material handling capability / Non-CDL / Mounted Versalift SST-40 EIH or similar					
	Bucket Truck: 50-54 ft. Boom / 4WD / Non-CDL					
	Bucket Truck: Highway Rated / Mounted 45 ft. minimum / Insulated articulating boom / Boom rotation at level position / Non-CDL / Versalift. SST-40-EIH or similar					
	Bucket Truck: 34-40 ft. Boom					
	Bucket Truck: 41-49 ft. Boom					
	Bucket Truck: 55-60 ft. Boom / 2WD					
	Bucket Van: 34-40 ft. Boom					
Aerial Platform Lifts	Aerial Platform Lift - Articulating Boom: 125 ft.					
	Aerial Platform Lift - Articulating Boom: 135 ft.					
	Aerial Platform Lift - Articulating Boom: 150 ft.					
	Aerial Platform Lift - Articulating Boom: 45 ft.					
	Aerial Platform Lift - Articulating Boom: 65 ft.					
	Aerial Platform Lift - Articulating Boom: 85 ft.					
	Aerial Platform Lift - Telescopic Boom: 120 ft.					
	Aerial Platform Lift - Telescopic Boom: 125 ft.					
	Aerial Platform Lift - Telescopic Boom: 135 ft.					
	Aerial Platform Lift - Telescopic Boom: 150 ft.					
	Aerial Platform Lift - Telescopic Boom: 185 ft.					
	Aerial Platform Lift - Telescopic Boom: 40 ft.					
	Aerial Platform Lift - Telescopic Boom: 60 ft.					
	Aerial Platform Lift - Telescopic Boom: 80 ft.					
Aerial Platform Trucks	Aerial Platform Lift - Truck Mounted: 40 ft working height / 360 degree boom rotation at level position / Highway rated					
	Aerial Platform Lift - Truck Mounted: Highway Rated Truck Mounted: 55 ft reach minimum / 360 degree boom rotation at level position					
	Aerial Platform Truck: 58 ft. working height / 51 ft. side reach / Elliott Model L55 or similar					
	Aerial Platform Truck: 55 ft. working height / 40 ft. side reach / 2-man platform / Elliott Model G50F or similar					

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AERIAL PLATFORMS & LIFTS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate		
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	Forestry Truck: 55-60 ft. Boom						
Boom Lifts	Articulating Boom Lift - Towable: 34-40 ft platform height / Auto-leveling hydraulic outriggers / pneumatic tires / 20 ft minimum horizontal reach / Articulating Boom Lift - Towable: 41-50 ft. platform height Auto-leveling hydraulic outriggers / pneumatic tires / 30 ft. minimum horizontal reach						
Forklifts	Rough Terrain Forklift:Case 588 5,000 lb. lift capacity / 19 ft. reach	\$250.00	\$700.00	\$1,700.00	\$200.00	\$2.00	
	Variable Reach Forklift: 6,000 lb. lift capacity / 40 ft. reach						
	Variable Reach Forklift: 7,000 lb. lift capacity / 40 - 42 ft. reach						
	Variable Reach Forklift: 8,000 lb. lift capacity / 40 - 42 ft. reach						
	Variable Reach Forklift: 9,000 lb. lift capacity / 40 - 42 ft. reach						
	Variable Reach Forklift: JLG10-55 10,000 lb. lift capacity / 50 ft. reach	\$200.00	\$800.00	\$2,400.00	\$200.00	\$2.00	
	Variable Reach Forklift: JLG12-55 12,000 lb. capacity / 50 ft. reach	\$300.00	\$900.00	\$3,600.00	\$200.00	\$2.00	
	Variable Reach Forklift: 14,000 lb. lift capacity						
	Variable Reach Forklift: 15,000-16,000 lb. lift capacity						
	Variable Reach Forklift: 16,000-18,000 lb. lift capacity						
	Variable Reach Forklift: 26,000-32,000 lb. lift capacity						
	Warehouse Forklift: 5,000 lb. lift capacity / Low profile						
	Warehouse Forklift: 5,000 lb. lift capacity / Gas / Low profile						
	Warehouse Forklift: 6,000 lb. lift capacity / Gas / Low profile						
	Warehouse Forklift: 6,000 lb. lift capacity / Pneumatic tires						
	Warehouse Forklift: 8,000 lb. lift capacity / Diesel						
	Warehouse Forklift: 10,000-12,500 lb. lift capacity / Diesel						
	Warehouse Forklift: 10,000-12,500 lb. lift capacity / Pneumatic tires						
	Scissor Lifts	Scissor Lift: Electric / 19 ft. x 32 in. wide					
		Scissor Lift: Electric / 26 ft. x 32 in. wide					
Scissor Lift: Electric / 26 ft. x 48 in. wide							
Scissor Lift: Electric / 32 ft. x 48 in. wide							
Scissor Lift: Electric / 40 ft. x 69 in. wide							
Scissor Lift: 25-27 ft. platform height / Outdoor IC / 4WD							
Scissor Lift: 30-35 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD							
Scissor Lift: 36-49 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD							
Scissor Lift: 50-59 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD							
Scissor Lift: 60-70 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD							

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

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Augers	Auger - Bit: 18-24 in.					
	Auger - Core Barrel: 18-24 in.					
Backhoes	Backhoe Crawler: Boom drill rig attachment / Trackhoe or similar					
	Backhoe Loader: Case 580N/SN 60-90 HP / 4WD / Extendahoe	\$250.00	\$500.00	\$1,700.00	\$100.00	\$3.00
	Backhoe Loader: Case580N/SN 60-90 HP / 4WD	\$250.00	\$500.00	\$1,700.00	\$100.00	\$3.00
	Backhoe Loader: Hydraulic Breaker - Mounted / 1,000 ft./lbs. minimum					
	Backhoe Loader: Hydraulic Breaker - Mounted / 55-85 DHP D					
	Backhoe Loader: 60-90 HP / 4WD / Cab					
	Backhoe Loader: 60-90 HP / 4WD / Cab / Extendahoe					
	Backhoe Loader: 91-104 HP / 4WD / Extendahoe					
	Backhoe Track Loader: Kubota BX23S Compact / Rubber tire / 20 - 30 HP / Maximum height - 83 in.	\$250.00	\$500.00	\$1,200.00	\$100.00	\$3.00
	Backhoe Track Loader: Mini / 25-30 HP / Standard stick 12' Backhoe Bucket T7 or similar					
Loaders	Loader Wheel: 521F/G 1.0-1.4 cubic yds.	\$350.00	\$1,150.00	\$3,500	\$200.00	\$2.00
	Loader Wheel: Case 621F/G 2.5-2.9 cubic yds.	\$400.00	\$1,250.00	\$3,750.00	\$200.00	\$2.00
	Loader Wheel: Case 721F/G 3.0-3.4 cubic yds.	\$500.00	\$1,450.00	\$4,500.00	\$200.00	\$2.00
	Loader Wheel: 3.5-3.9 cubic yds.					
	Loader Wheel: 4.0 cubic yds.					
	Loader Wheel: 5.0 - 5.9 cubic yds.					
	Loader Wheel: 2.0-2.5 cubic yds.					
Bulldozers	Bulldozer: Low ground pressure / 100-115 HP					
	Bulldozer: Low ground pressure / 125-139 HP					
	Bulldozer: Low ground pressure / 70-80 HP					
	Bulldozer: Case 850M LGP Low ground pressure / 90-95 HP	\$700.00	\$1,500.00	\$3,800.00	\$200.00	\$3.00
	Bulldozer: Case 850M Crawler / 100-114 HP	\$700.00	\$1,500.00	\$3,800.00	\$200.00	\$3.00
	Bulldozer: Case 1150M Crawler / 115-118 HP	\$750.00	\$2,000.00	\$5,900.00	\$400.00	\$3.00
	Bulldozer: Case 2050M Crawler / 140-150 HP	\$900.00	\$2,500.00	\$7,900.00	\$400.00	\$3.00
	Bulldozer: Crawler / 180-185 HP					
	Bulldozer: Crawler / 190-195 HP					
	Bulldozer: Case 650L/M Crawler / 70 - 80 HP	\$400.00	\$1,100.00	\$2,650.00	\$200.00	\$3.00

Equipment Lease/Rental Without Operator
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ATT A - Pricing Pages
EARTHMOVING EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate		
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.	
	Crawler Attachment - Ripper: Case 2050M TCP 181-250 EHP D	\$900.00	\$2,500.00	\$7,900.00	\$400.00	\$3.00	
	Crawler Attachment - Winch: Case 2050M TCP 181-250 EHP D	\$900.00	\$2,500.00	\$7,900.00	\$400.00	\$3.00	
Cranes	Crane - 10 Ton: Hydraulic / Truck mounted / Minimum 18 ft. bed						
	Crane - 12½ Ton: Hydraulic / Truck mounted / Minimum 18 ft. bed						
	Crane - 14 Ton: Hydraulic / Truck mounted / Minimum 18 ft. bed						
	Crane - 15-20 Ton: Boom truck						
	Crane - 15-25 Ton: Hydraulic / Rough Terrain						
	Crane - 30 Ton: Hydraulic						
	Crane - 35 Ton: Hydraulic						
	Crane - 40 Ton: Hydraulic						
	Crane - 50 Ton: Hydraulic						
	Crane 25-30 Ton: Cable Truck Mounted. G						
	Crane: 21-25 Ton: Boom truck						
	Crawler Crane - 20 Ton: Lattice boom / Cable D Crawler						
	Culvert Cleaners	Culvert Cleaner - Truck Mounted: Minimum 1,500 gal. tank / 1,400 PSI minimum					
		Culvert Cleaner - Truck Mounted: 65-80 GPM / 2,000 PSI minimum					
Track Loader - Radio remote controlled: Hydraulic / Fits 36-48 in. round culverts / 5.5 PSI / 1.4 Cubic yd. bucket capacity / Minimum 1,500 lb. lifting capacity / Hard-Line LP401 or similar							
Track Loader - Radio remote controlled: Hydraulic / Fits 48-60 in. round culverts / 7.5 PSI / 1.4 Cubic yd. bucket capacity / Minimum 1,550 lb. lifting capacity / Hard-Line LP401 or similar							
Digger Derricks	Digger Derrick: 33,520 lb capacity / 3 Sections / 61 ft reach / Terex Telelect Commander 6000 Digger Derrick or similar						
	Digger Derrick - Truck-Mounted: 35,000 lb. GVW / Rear Mounted / 47 ft. boom height / Altec D947-TR or similar						
	Excavator Attachment - Hydraulic Hammer: For 15,000-20,000 lb. excavator						
	Excavator Attachment - Hydraulic hammer: For 6,000-14,000 lb. excavator						
	Excavator Attachment - Plate compactor: For 15,000-20,000 lb. excavator						
	Excavator Attachment - Swivel head with ditching bucket						
	Excavator Attachment - Tree Mulcher: Severe duty rated / Bull Hog Model BH40EXC or similar 51" for Excavator size 15-45 Ton						
	Excavator Teleboom: Truck mounted / SP 0.5 Cylinder. D						
	Excavator w/Heavy Duty Auger: Case CX37/Kubota KX040 McMillen Extreme Duty Auger or similar	\$275.00	\$600.00	\$2,500.00	\$200.00	\$2.00	

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EARTHMOVING EQUIPMENT

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		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Excavators & Attachments	Excavator w/Integrated Vibratory Pile Drive/Extractor: Minimum 80,000 driving force / MKT V8 or similar					
	Excavator: Case CX210C/CX210D 1/2 - 3/4 Cubic yd. bucket / 150 HP / Track Width 10' out-to-out	\$1,000.00	\$2,000.00	\$5,500.00	\$200.00	\$3.00
	Excavator: Case CX130D 25,000-29,999 lb.	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$3.00
	Excavator: Case CX145D 30,000-34,999 lb.	\$500.00	\$1,500.00	\$4,000.00	\$200.00	\$3.00
	Excavator: Case CX160D 35,000-39,999 lb.	\$800.00	\$1,600.00	\$4,400.00	\$200.00	\$3.00
	Excavator: Case CX160D 43,000-49,999 lb.	\$800.00	\$1,600.00	\$4,400.00	\$200.00	\$3.00
	Mini Excavator Attachment: Brush Cutter / Mower					
	Mini Excavator: 3,000-3,999 lb.					
	Mini Excavator: 6,800-7,300 lb.					
	Mini Excavator: Case CX37 7,400-9,199 lb.	\$400.00	\$800.00	\$1,475.00	\$200.00	\$2.00
	Mini Excavator: Case CX57/CX60 10,000-14,000 lb.	\$300.00	\$800.00	\$2,500.00	\$200.00	\$2.00
	Mini Excavator: Case CX80 15,000-19,999 lb.	\$400.00	\$1,200.00	\$3,500.00	\$200.00	\$2.00
	Wheeled Excavator: Highway Speed, XL 3100 Gradall or Similar					
	Wheeled Excavator: Crossover or similar					
	Wheeled Excavator: Gradall D152 or similar					
	Wheeled Excavator: Highway Speed, XL 4100 Gradall or Similar					
Force Feed Loader	Force Feed Loader: Heavy Duty 28 - 30 ft. conveyor / Fully enclosed operator area / LeeBoy 3000C or similar.					
Grader	Grader: 35,000-45,000 lb. class					
Pile Driver	Hammer Pile Driver: DELMAG D8-22 or similar					
	Skid Steer Attachment - Angle (Sweeper) Broom	\$150.00	\$300.00	\$900.00	\$200.00	\$2.00
	Skid Steer Attachment - Breaker: Hydraulic					
	Skid Steer Attachment - Bucket	\$60.00	\$125.00	\$300.00	\$200.00	\$2.00
	Skid Steer Attachment - Concrete Mixer					
	Skid Steer Attachment - Concrete Slab Dowel					
	Skid Steer Attachment - Flatliner: Profilograph and bump grinder in one					
	Skid Steer Attachment - Flatwork Paver: Bidwell or similar					
	Skid Steer Attachment - Fork/Pallet fork: 42-48 in. tines capacity	\$60.00	\$125.00	\$300.00	\$200.00	\$2.00
	Skid Steer Attachment - Grapple Bucket: 72-78 in.					
	Skid Steer Attachment - Hydraulic Tilt Ditch Cleaning Bucket 60" width / 90 degree rotation / Coupler					
	Skid Steer Attachment - Hydraulic Tilt Ditch Cleaning Bucket: 72" width / 90 degree rotation / Coupler					

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Skid Steers, Track Loaders, & Attachments	Skid Steer Attachment - Landscape Rake: Heavy duty / 66-78 in. working width					
	Skid Steer Attachment - Landscape Rake: Rockhound or similar					
	Skid Steer Attachment - Milling/Cold Planer: AP300 24 in. / High Flow	\$300.00	\$600.00	\$2,300.00	\$200.00	\$2.00
	Skid Steer Attachment - Pickup Broom with Dump Bucket	\$200.00	\$400.00	\$850.00	\$200.00	\$2.00
	Skid Steer Attachment - Trencher: 36-60 in. boom length / 6-8 in. cutting width					
	Skid Steer Auger Bit: 12 in.					
	Skid Steer Auger Bit: 18 in.					
	Skid Steer Auger Bit: 24 in.					
	Skid Steer Auger Bit: 30 in.					
	Skid Steer Auger Bit: 36 in.					
	Skid Steer Auger Bit: 6 in.					
	Skid Steer Auger Bit: 9 in.					
	Skid Steer Auger Power Unit:					
	Skid Steer Mini: Walkbehind					
	Skid Steer Tire Loader: 1,700-1,899 lbs.					
	Skid Steer Tire Loader: 1,900-2,000 lbs.					
	Skid Steer Tire Loader: 2,600-2,999 lbs.					
	Skid Steer Tire Loader: 1,700-1,999 lbs. / High Flow					
	Skid Steer Tire Loader: 2,001-2,599 lbs.					
	Skid Steer Tire Loader: SR270/SV300 2,600-2,999 lbs. / High Flow	\$250.00	\$500.00	\$1,800.00	\$200.00	\$2.00
	Skid Steer Track Loader: 1,700-1,999 lbs.					
	Skid Steer Track Loader: 2,000 - 2,399 lbs.					
	Skid Steer Track Loader: 2,400-2,799 lbs.					
	Skid Steer Track Loader: 1,300-1,699 lbs.					
	Skid Steer Track Loader: 2,800-3,399 lbs.					
	Screener	Material Screener: Mobile / Diesel				
Trenchers	Trencher - Walk Behind: 11-15 HP / Ditch Witch or similar					
	Trencher - Walk Behind: 16-27 HP / Ditch Witch or similar					
	Trencher - Ride-on: 32-50 HP					

Equipment Lease/Rental Without Operator
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ATT A - Pricing Pages
HVAC, POWER, TRAFFIC CONTROL, & AIR TOOLS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate		
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.	
Compressors - Portable	Compressor: Portable / 125-160 CFM						
	Compressor: Sullivan D185 Portable / 170-210 CFM	\$100.00	\$200.00	\$500.00	\$95.00	\$2.00	
	Compressor: Portable / 250-300 CFM						
	Compressor: Portable / 350-450 CFM						
	Compressor: Portable / 600-750 CFM						
	Compressor: Portable / 900-1170 CFM						
	Compressor: Portable / 1300-1600 CFM						
	Generators	Generator: Trailer Mounted - 30 kw					
Generator: Trailer Mounted - 45 kw							
Generator: Trailer Mounted - 60 kw							
Generator: Trailer Mounted - 80 kw							
Generator: Trailer Mounted - 100 kw							
Generator: Trailer Mounted - 125 kw							
Generator: Trailer Mounted - 175 kw							
Generator: Trailer Mounted - 200 kw							
Generator: Trailer Mounted - 230 kw							
Generator: Trailer Mounted - 300 kw							
Generator: Trailer Mounted - 400 kw							
Generator: Trailer Mounted - 500 kw							
Generator: Trailer Mounted - 600 kw							
Generator: Trailer Mounted - 800 kw							
Generator: Trailer Mounted - 1,000 kw							
Generator: Trailer Mounted - 2,000 kw							
Heaters		Heater: Indirect / Diesel / 200k BTU					
		Heater: Indirect / Diesel / 300k BTU					
	Heater: Indirect / Diesel / 400k BTU						
	Heater: Indirect / Diesel or Natural Gas / 700-900K BTU						
	Heater: Towable / Indirect / Self-contained / 1 million BTU						
	Light Tower: Wacker Portable / Diesel / 4 - 1,000 watt bulbs	\$100.00	\$200.00	\$450.00	\$95.00	\$2.00	
Hydrostatic Test Pump - 10,000 PSI: Pneumatic							

Equipment Lease/Rental Without Operator

6622C026

ATT A - Pricing Pages

HVAC, POWER, TRAFFIC CONTROL, & AIR TOOLS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Pumps	Hydrostatic Test Pump - 500 PSI: 3 GPM max capacity					
	Hydrostatic Test Pump - 550 PSI: 11 GPM max capacity					
	Trash Pump - 2 in.: Minimum 185 GPM max capacity / Self-priming					
	Trash Pump - 3 in.: Minimum 300 GPM max capacity / Self-priming					
	Trash Pump - 4 in.: Minimum 400 GPM max capacity / Self-priming					
	Vacuum Assisted Pump - 4 in.: Diesel / Trailer mounted / 3 in. max solid handling / Minimum 1150 GPM max flow					
	Vacuum Assisted Pump - 6 in.: Diesel / Trailer mounted / 3 in. max solid handling / Minimum 2200 GPM max flow /					
	Traffic Control	Arrow Board: Trailer mounted / 4' x 8' panel / 15 LED lights				
Attenuator and Arrow Board - Trailer Mounted: Must meet NCHRP 350 TL-3 test criteria						
Attenuator and Arrow Board - Truck Mounted: In-cab attenuator and arrow board control / Must meet NCHRP 350 TL-3 test criteria						
Message Sign: Programmable / Minimum 3 row alphanumeric character display / 360 degree rotation / Towable						
Steel Road Plates: 5 ft. x 10 ft.						
Steel Road Plates: 5 ft. x 8 ft.						
Traffic Barrel Base: Weighted / Rubber tire ring						
Traffic Barrel Drum: 4 in. EG stripes / Must meet NCHRP-350 crash rating						
Traffic Barrier Lift: Verticle lift clamp / 9000 lb. capacity						
Traffic Barrier: 6 ft. / Plastic / Water fillable						
Traffic Signal: Portable / Single head - light duty / Fully automated, actuated operation / Must meets MUTCD and NEMA TS-5 standards						
Traffic Signal: Trailer mounted / Double head w/mast arm hydraulic lift system / Minimum 90mph wind load rating / Minimum 30 day battery run time / Solar panels / Must meet MUTCD and NEMA TS-1 standards						

**Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages
SURFACE PREP, TREE, & LANDSCAPE**

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Chippers & Grinders	Brush Chipper - 12 in.: 12 in. capacity / Towable					
	Brush Chipper - 18in.: 18 in. capacity / Towable					
	Track Chipper: 30 in. capacity / Self feeding / self propelled / 360 degree swivel discharge chute w/end chip deflector					
	Tub Grinder - Towable: Hydraulic tilt tub / Front hydraulic stabilizers / Hydraulic augers / 350 - 580 HP					
Hydroseeders	Hydroseeder - 400-600 gal.: 400 - 600 gal. capacity / Trailer mounted					
	Hydroseeder - 1,500-2,500 gal.: 1,500 - 2,500 gal. capacity / Truck mounted.					
Mowers	Boom Mower Brush Cutter Attachment: For use with skid steers / 3 in. cutting diameter / Minimum 72 in. cutting width					
	Boom Mower: 60 in. rotary mower deck / Universal attachment mount / MowerMax Stage V Boom Mower or equivalent					
	Slope Mower: Compact tractor / Minimum 30 deg. slope rating / Ventrac or equivalent					
Pressure Washers	Pressure Washer - 3500 PSI: Towable / Gas / High pressure hose and trigger gun included					
	Pressure Washer - 3000 PSI: Towable / Gas / High pressure hose and trigger gun included					
	Pressure Washer - 4000 PSI: Towable / Gas / High pressure hose and trigger gun included					
Sand Blasters	Sandblaster: 150 lb. / 2 wheel mount / Pneumatic					
	Sandblaster: 300 lb. / 2 wheel mount / Pneumatic					
	Sandblaster: 600 lb. / 2 wheel mount / Pneumatic					
Strawblower	Straw Blower: 7 ton per hour capacity / Trailer Mounted / 30-40 HP / 360 deg. Horizontal and 70 deg. vertical discharge head					
Street Sweepers	Street Sweeper - Compact Ride-On: Industrial / Indoor and outdoor use / Hydraulic dumping system / Minimum 4 ft. cleaning path / Minimum 80 lb. hopper capacity					
	Pressurized cab with 360 degree visibility / AC and heat / hydraulic dumping system / Minimum 700 lb. hopper capacity / rear wheel suspension / Elgin Pelican or equivalent					
	Street Sweeper - 4 Wheel: 4 wheel / 8 ft. broom head / Variable broom speed and down pressure / Hydraulic system / Laymor SM450 or equivalent					
	Street Sweeper - Truck Mounted: Minimum 4 cu. yd. hopper capacity / Water-spray system for dust control side / Curb, rear, and center broom, / Weight - 11,000-33,000 lbs.					
	Street Sweeper: Enclosed cab / 4 wheel / Hydraulic system / Superior Broom DT74J model or equivalent.					
	Street Sweeper: Cabover chassis / Minimum 700 gal. hopper capacity / Minimum 100 gal. water tank capacity / hydraulic in-cab dumping system with minimum 9,000 lb. lift capacity / Curb, rear, and main broom / Minimum 9 ft. sweep path					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages
SURFACE PREP, TREE, & LANDSCAPE

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Snow Removal	Snow Plow Attachment - CDL Trucks: Minimum 9 ft. working widge / Reversible bolt-on cutting edges					
Tree Trimming	High Reach Power Tree Shear: All terrain / Telescopic boom / Minimum 60 ft reach / Minimum 180 degree boom rotation / 180 degree saw rotation / Jarraff or similar.					
	Knuckle Boom Crane with Grapple Saw: Minimum 40 ft vertical reach / Minimum 14 in. diameter cutting or grasping capabilities / Minimum 3, 700 lb. horizontal reach lifting capacity / Rubber tire chassis with outriggers / 360 degree rotation on chassis					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Ins Svcs C/L Charleston, 1 Hillcrest Drive East, Charleston, WV 25311, 304 347-0611. CONTACT NAME: Sherry Hersman, PHONE: 304 347-0631, FAX: 304 347-0605, E-MAIL: Sherry.Hersman@usi.com. INSURER(S) AFFORDING COVERAGE: Motorists Commercial Mutual Insurance (13331), Motorists Mutual Insurance Company (14621), BrickStreet Mutual Insurance Company (12372).

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. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Dealer Inventory.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Department of West Virginia Arts, Culture History, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER: Department of West Virginia Arts, Culture History, 1900 Kanawha Blvd, E, Charleston, WV 25305. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Janina P. Crouse.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Forklifts - Lease/Rental	0.00000	UNIT	250/700 / \$1,700.00 200/800 / \$2,400.00 300/900 / \$3,600.00	

Comm Code	Manufacturer	Specification	Model #
24101603	Case JLG	588H JLG10-55 / JLG12-55	Rough Terrain Extend Reach Forklift.

Extended Description:
Lease/Rental of Rough Terrain, Variable Reach, and Warehouse Forklifts

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Forklifts - Delivery/Mobilization	0.00000	MILE	\$ 200.00 1st mile 2.00 Per mile after	

Comm Code	Manufacturer	Specification	Model #
24101603			

Extended Description:
Delivery/Mobilization fees for Rough Terrain, Variable Reach, and Warehouse Forklifts

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Pavement Breaker Tools - Lease/Rental	0.00000	UNIT	600 ⁰⁰ / 1,500 ⁰⁰ / 3,000 ⁰⁰ 700 ⁰⁰ / 1,700 ⁰⁰ / 4,500 ⁰⁰	

Comm Code	Manufacturer	Specification	Model #
22101711	Magnum	Hammer for Excavator	RHB313/ RHB317/ RHB320

Extended Description:

Lease/Rental of Backhoe Breaker Attachments, Demo Hammers, Excavator Breakers, and Rock Hammers for excavators.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Pavement Breaker Tools - Delivery/Mobilization	0.00000	MILE	200 ⁰⁰ 1st mile 2.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
22101711			

Extended Description:

Delivery/Mobilization fees for Backhoe Breaker Attachments, Demo Hammers, Excavator Breakers, and Rock Hammers for excavators.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Rollers - Lease/Rental	0.00000	UNIT	# 250 ⁰⁰ / 600 ⁰⁰ / 1,450 ⁰⁰ 500 ⁰⁰ / 1,500 ⁰⁰ / 4,000 ⁰⁰	

Comm Code	Manufacturer	Specification	Model #
22101505	Case	Double Drum Asphalt Roller Single Drum Smooth Single Drum Padfoot	DV23/ SV209/ SV212

Extended Description:

Lease/Rental of dual drum Trench Rollers and single drum, single padfoot drum, and double drum Rollers.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Rollers - Delivery/Mobilization	0.00000	MILE	200 ⁰⁰ / 1st mile 2.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description:

Delivery/Mobilization fees for dual drum Trench Rollers and single drum, single padfoot drum, and double drum Rollers.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Backhoes - Lease/Rental	0.00000	UNIT	250 ⁰⁰ / 500 ⁰⁰ / 1,700 ⁰⁰	

Comm Code	Manufacturer	Specification	Model #
22101509	Case	880 Backhoe	580N/580SN

Extended Description:
Lease/Rental of Backhoe Crawlers, Loaders, and Track Loaders

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Backhoes - Delivery/Mobilization	0.00000	MILE	100 ⁰⁰ 1st mile 3.00 pr mile After	

Comm Code	Manufacturer	Specification	Model #
22101509			

Extended Description:
Delivery/Mobilization fees for Backhoe Crawlers, Loaders, and Track Loaders

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Loaders - Lease/Rental	0.00000	UNIT	350 ⁰⁰ /1,150 ⁰⁰ / 3,500 ⁰⁰ 400 ⁰⁰ /1,250 ⁰⁰ / 3,750 ⁰⁰ 500 ⁰⁰ /1,450 ⁰⁰ / 4,500 ⁰⁰	

Comm Code	Manufacturer	Specification	Model #
22101528	Case	Wheel Loaders	5216/6216/7216

Extended Description:
Lease/Rental of Loader Wheels

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Loaders - Delivery/Mobilization	0.00000	MILE	200 ⁰⁰ 1st m.lc 2.00 per mile aft	

Comm Code	Manufacturer	Specification	Model #
22101528			

Extended Description:
Delivery/Mobilization fees for Loader Wheels

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Bulldozers & Crawler Attachments - Delivery/ Mobilization	0.00000	MILE	200.00 1st mile 2.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
22101500			

Extended Description:
Delivery/Mobilization fees for Bulldozers and Crawler Attachments (Ripper, Winch)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Bulldozers & Crawler Attachments - Lease/ Rental	0.00000	UNIT	700.00 / 1,500.00 / 3,800.00 750.00 / 2,000.00 / 5,100.00 900.00 / 2,500.00 / 7,900.00	

Comm Code	Manufacturer	Specification	Model #
22101500	Case	Crawler Dozer	650/850/1150/1650/2050

Extended Description:
Lease/Rental of Bulldozers and Crawler Attachments (Ripper, Winch)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	Excavators & Attachments - Lease/Rental	0.00000	UNIT	275 / 600 / 2,150	

Comm Code	Manufacturer	Specification	Model #
22100000	Case / Kubota	mini Exc w/ Auger	CX37/EX033

Extended Description:

Lease/Rental of Excavators, Mini Excavators, Wheeled Excavators, Excavators w/Heavy Duty Augers, Excavators w/Integrated Vibratory Pile Drives, Hydraulic Hammer Attachments, Plate Compactor Attachments, Swivel Head w/Ditching Bucket Attachments, Tree Mulcher Attachments, and Truck Mounted Telebooms,

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	Excavators & Attachments - Delivery/ Mobilization	0.00000	MILE	200 ⁰⁰ / 150 m/c 2.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
22100000			

Extended Description:

Delivery/Mobilization fees for Excavators, Mini Excavators, Wheeled Excavators, Excavators w/Heavy Duty Augers, Excavators w/Integrated Vibratory Pile Drives, Hydraulic Hammer Attachments, Plate Compactor Attachments, Swivel Head w/Ditching Bucket Attachments, Tree Mulcher Attachments, and Truck Mounted Telebooms,

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	Skid Steers, Track Loaders, & Attch - Lease/ Rental	0.00000	UNIT	See spread sheet Not enough Room	

Comm Code	Manufacturer	Specification	Model #
22000000	Case	Skid Steer Track Loaders	

Extended Description:

Lease/Rental of Skid Steer Tire Loaders, Track Loaders, Mini Skid Steers, Skid Steer Auger Bits, Auger Power Units, and Skid Steer Attachments

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
62	Skid Steers, Track Loaders, & Attch - Delivery/ Mobilization	0.00000	MILE	\$ 200.00 1st mile 200.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
22000000			

Extended Description:

Delivery/Mobilization fees for Skid Steer Tire Loaders, Track Loaders, Mini Skid Steers, Skid Steer Auger Bits, Auger Power Units, and Skid Steer Attachments

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
71	Pumps - Delivery/Mobilization	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
40151500			

Extended Description:

Delivery/Mobilization fees for Hydrostatic Test Pumps, self-priming Trash Pumps, and trailer mounted, diesel Vacuum Assisted Pumps

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
72	Light Towers - Lease/Rental	0.00000	UNIT	100 ⁰⁰ /200 ⁰⁰ /450 ⁰⁰	

Comm Code	Manufacturer	Specification	Model #
39112001	Wacker Neuson	Portable Light Tower	LTNG

Extended Description:

Lease/Rental of portable, diesel Light Towers

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
73	Light Towers - Delivery/Mobilization	0.00000	MILE	95.00 1st Mile 2.00 per mile After	

Comm Code	Manufacturer	Specification	Model #
39112001			

Extended Description:
Delivery/Mobilization fees for portable, diesel Light Towers

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
74	Traffic Control Equipment - Lease/Rental	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
46161500			

Extended Description:
Lease/Rental of Arrow Boards, trailer/truck mounted Attenuator & Arrow Boards, Message Signs, Steel Road Plates, Barrel Drums and Bases, Barriers, and portable/trailer mounted Traffic Signals

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 exceed 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: State Equipment, Inc.

Authorized Signature: [Signature] Date: 05/25/2022

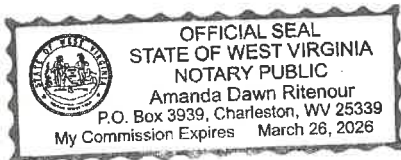
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of May, 2022

My Commission expires March 26, 2026

AFFIX SEAL HERE



NOTARY PUBLIC Amanda Dawn Ritenour

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000164

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

State Equipment, Inc.
Company

Authorized Signature
5/25/2022
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

**State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.


46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title) Edward Rowan, General Manager
(Printed Name and Title) Edward Rowan, General Manager
(Address) 560 New Goff Mountain Road, Cross Lanes, WV 25313
(Phone Number) / (Fax Number) 304-776-4405 / 304-776-4409
(email address) Eddie@stateequipment.com

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

State Equipment, Inc.
(Company)

(Authorized Signature) (Representative Name, Title) Edward Rowan, General Manager
(Printed Name and Title of Authorized Representative) (Date)
304-776-4405 / 304-776-4409
(Phone Number) (Fax Number)
Eddie@stateequipment.com
(Email Address)

REQUEST FOR QUOTATION
Equipment Lease/Rental Without Operator

WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.

- 10.5 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 10.6 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.7 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. **Failure to supply such reports may be grounds for cancellation of this Contract.**
- 10.8 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Edward Rowan
Telephone Number: 304-776-4405
Fax Number: 304-776-4409
Email Address: Edlic@stateequipment.com
@ StateEquipment.com

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

FORM SM-93
5/21/2008 rev 12/16-21

WEST VIRGINIA DIVISION OF HIGHWAYS
OPERATIONS DIVISION
STATEMENT OF ACCEPTANCE

As an authorized representative of the Division of Highways' District Engineer for District _____, the undersigned does hereby declare that he and a certified representative of the below identified vendor, have jointly performed a technical inspection of the equipment as set forth below, being rented from _____ (Vendor's Name), via Equipment Requisition No. _____, by the Division of Highways.

Said equipment is hereby determined to be in _____ (Poor, Fair, Good, Excellent) condition, with any defects found during this technical inspection listed below.

Make:

Model:

Serial #:

Equipment Type

*DEFECTS WHICH WILL INTERFERE WITH THE SAFE AND PRODUCTION OPERATION OF EQUIPMENT.	DEFECTS WHICH WILL NOT INTERFERE WITH THE SAFE AND PRODUCTION OPERATION OF EQUIPMENT.

Authorized DOH/Agency Representative

Authorized Vendor Representative

Date of Signature

Date of Signature

* Defects which will interfere with the safe and productive operation of equipment will mandate return of equipment to vendor prior to acceptance by DOH/Agency.

**EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR
6622C026
ATT B - Information Form**

Vendor Name: State Equipment, Inc. _____

Vendor shall identify source locations (physical 911 address) where Contract Items will be provided from upon contract award. Bids submitted without ATT B will be disqualified.
Please duplicate this page if listing additional source locations.

Vendor Source Location
State Equipment, Inc.
560 New Goff Mountain Road, Cross Lanes, WV 25313
Vendor Source Location
State Equipment, Inc.
137 Clifftop Drive, Beaver, WV 25813
Vendor Source Location
State Equipment, Inc.
5483 Benedum Drive, Shinnston, WV 26431
State Equipment, Inc.
6500 Emerson Ave, Parkersburg, WV 26101

Vendor shall also indicate below whether it will provide Contract Items Statewide, by District, or County by placing an "X" in the appropriate area(s) below.
PRICING SHALL BE CONSIDERED THE SAME FOR ALL LOCATIONS.

<input type="checkbox"/> STATEWIDE									
<input checked="" type="checkbox"/>	District 1	<input checked="" type="checkbox"/>	District 2	<input checked="" type="checkbox"/>	District 3	<input checked="" type="checkbox"/>	District 4	<input checked="" type="checkbox"/>	District 5
<input checked="" type="checkbox"/>	Boone	<input checked="" type="checkbox"/>	Cabell	<input checked="" type="checkbox"/>	Calhoun	<input checked="" type="checkbox"/>	Doddridge	<input checked="" type="checkbox"/>	Berkeley
<input checked="" type="checkbox"/>	Clay	<input checked="" type="checkbox"/>	Lincoln	<input checked="" type="checkbox"/>	Jackson	<input checked="" type="checkbox"/>	Harrison	<input checked="" type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Kanawha	<input checked="" type="checkbox"/>	Logan	<input checked="" type="checkbox"/>	Pleasants	<input checked="" type="checkbox"/>	Marion	<input checked="" type="checkbox"/>	Hampshire
<input checked="" type="checkbox"/>	Mason	<input checked="" type="checkbox"/>	Mingo	<input checked="" type="checkbox"/>	Ritchie	<input checked="" type="checkbox"/>	Monongalia	<input checked="" type="checkbox"/>	Hardy
<input checked="" type="checkbox"/>	Putnam	<input checked="" type="checkbox"/>	Wayne	<input checked="" type="checkbox"/>	Roane	<input checked="" type="checkbox"/>	Preston	<input checked="" type="checkbox"/>	Jefferson
				<input checked="" type="checkbox"/>	Wirt	<input checked="" type="checkbox"/>	Taylor	<input checked="" type="checkbox"/>	Mineral
				<input checked="" type="checkbox"/>	Wood			<input checked="" type="checkbox"/>	Morgan
<input checked="" type="checkbox"/>	District 6	<input checked="" type="checkbox"/>	District 7	<input checked="" type="checkbox"/>	District 8	<input checked="" type="checkbox"/>	District 9	<input checked="" type="checkbox"/>	District 10
<input checked="" type="checkbox"/>	Brooke	<input checked="" type="checkbox"/>	Barbour	<input checked="" type="checkbox"/>	Pendleton	<input checked="" type="checkbox"/>	Fayette	<input checked="" type="checkbox"/>	McDowell
<input checked="" type="checkbox"/>	Hancock	<input checked="" type="checkbox"/>	Braxton	<input checked="" type="checkbox"/>	Pocahontas	<input checked="" type="checkbox"/>	Greenbrier	<input checked="" type="checkbox"/>	Mercer
<input checked="" type="checkbox"/>	Marshall	<input checked="" type="checkbox"/>	Gilmer	<input checked="" type="checkbox"/>	Randolph	<input checked="" type="checkbox"/>	Monroe	<input checked="" type="checkbox"/>	Raleigh
<input checked="" type="checkbox"/>	Ohio	<input checked="" type="checkbox"/>	Lewis	<input checked="" type="checkbox"/>	Tucker	<input checked="" type="checkbox"/>	Nicholas	<input checked="" type="checkbox"/>	Wyoming
<input checked="" type="checkbox"/>	Tyler	<input checked="" type="checkbox"/>	Upshur			<input checked="" type="checkbox"/>	Summers		
<input checked="" type="checkbox"/>	Wetzel	<input checked="" type="checkbox"/>	Webster						