



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

**Request for
 Quotation**

RFQ NUMBER
6611C018

PAGE
1

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

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Hertz Equipment Rental Corp

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 03/09/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

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

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PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Connelia</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEIN 137617417	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE L ABELED 'VENDOR'

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

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

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

INSTRUCTIONS TO BIDDERS

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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Request for Quotation

RFQ NUMBER
 6611C018

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

*507142933 01 304-744-7368
 HERTZ EQUIPMENT RENTAL
 1000 KRAMER STREET
 SOUTH CHARLESTON WV 25309

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Connellan</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEIN 13-612427	ADDRESS CHANGES TO BE NOTED ABOVE

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

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4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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REQUEST FOR
 Quotation

RFQ NUMBER
 6611C018

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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..... *Anthony Gamella*
 SIGNATURE
Hertz Equipment Rental Corporation
 COMPANY
 3/29/11
 DATE

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

REV. 09/21/2009

EXHIBIT 3

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

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

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Gamella</i>	TELEPHONE 301-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEN 13-6174127	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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**Request for
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RFQ NUMBER
6611C018

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2

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

PROPERTY

**RFQ COPY
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SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2011				
BID OPENING DATE: 03/31/2011		BID OPENING TIME 01:30PM		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Gonnella</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEIN 13694127	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
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DIVISION OF HIGHWAYS
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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Gomez</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>RP Sales</i>	FEIN 136174127	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2402

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Gonnella</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEIN 136174127	ADDRESS CHANGES TO BE NOTED ABOVE

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SHIP TO

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 VARIOUS LOCALES AS INDICATED
 BY ORDER

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: ----- <i>Maria Jones</i> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>Maria Jones</i> -----						
***** THIS IS THE END OF RFQ 6611C018 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony Comella</i>	TELEPHONE 304-744-7368	DATE 3/29/11
TITLE <i>VP Sales</i>	FEIN 13-6174127	ADDRESS CHANGES TO BE NOTED ABOVE

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

SPECIFICATIONS

Req. No. 66-11-C018

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

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

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

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

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

BIDDING INSTRUCTIONS

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

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

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

For a quotation to be considered valid, the owner should provide the manufacturer's name and model number of the equipment offered for lease and the rental rate in dollars per day, dollars per week and dollars per month. Also, equipment owners shall quote the cost to deliver leased equipment to the location specified by the WVDOH. This quotation shall be the cost to deliver the

equipment the first road mile and the cost to deliver the equipment each additional road mile thereafter.

In-state delivery route mileage will be calculated by the WVDOH from the equipment owner's location of the equipment to the WVDOH job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Mapquest" or a similar source for routing from the equipment owner's location of the equipment to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH job site.

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

LEASING INSTRUCTIONS

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

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

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

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

DEFINITION OF LEASE PERIOD

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

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

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

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

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

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

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

INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

NOTE 1: The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten (10) days following the end of the calendar month or within ten

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

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

LEASE AGREEMENT

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

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

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

Award for equipment lease will be made, from time to time, as the need arises. Proximity of equipment as to job site shall be a factor in determination of each award. It is understood between the WVDOH and all Vendors whose bids are accepted that, in the event the low bidder for any given job location is unable to perform; the award will be made to the next lowest bidder. In the event that no bidder can be found to perform his duties and obligations under the contract, then the WVDOH, upon authorization of the Director of Purchasing, may lease said equipment on the open market.

PAYMENT: The WVDOH District that is leasing the equipment shall furnish a written order known as an Agency Release to the proper Vendor for such equipment as needed. This order shall constitute confirmation to the Vendor and shall reveal all pertinent data such as model year, model number and serial number of such equipment being furnished.

LABOR RATES

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

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

GENERAL TERMS

I DEFINITION OF "LEASE" AND DESIGNATION OF PARTIES

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

II DELIVERY/MOBILIZATION

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

III ACCEPTANCE: BEGINNING OF TERM

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

IV PAYMENT IN ARREARS

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

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

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

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

VI
FUEL, OIL AND OTHER LUBRICANTS

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

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

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

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

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

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

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

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

In the event operators are furnished by the Vendor to operate such equipment leased to the WVDOH, the Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment or destruction of or damage thereto, and shall repair all damage to such equipment and replace any such equipment lost or destroyed. The WVDOH may deduct that part of any rental to be paid to Vendor for the use of such equipment for such period of time the equipment is not available for such use during the time of such repair or replacement due to such damage or loss or during the time involved in the replacement of any piece of equipment.

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

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

**IX
LIENS**

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

**X
ENJOYMENT OF EQUIPMENT**

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

**XI
INSPECTION OF EQUIPMENT**

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

**XII
RETURN OF EQUIPMENT**

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

XIII
DAMAGE BEYOND CONTROL OF LESSEE

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

XIV
DEFAULT

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

XV
INSURANCE

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

XVI
INDEMNITY

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

XVII
NOTICES

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

XVIII
SUCCESSORS OR ASSIGNS

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

Note: Vendor should type Bid Schedule.

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

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

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

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

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position	No Bid						
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position	No Bid						
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position	No Bid						
AERIAL PLATFORM TRUCK Elliott Model G50 or similar	No Bid						
AERIAL PLATFORM TRUCK Elliott Model L55 or similar	No Bid						
AIR TRACK DRILL w/800 CFM Air Comp.	No Bid						
ARROW BOARDS 4' x 8' panel 15 lamp	No Bid						
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar	No Bid						
ASPHALT HOT BOX 4 ton class, Heats Cold Storage Asphalt	No Bid						
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 8,500 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.	No Bid						

Schedule I

Vendor Should Type Bid Schedule

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
AUGER Trk. Mtd.	No Bid						
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight	JD excavator	120	333	923	3024	\$60	\$1.00
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	JD excavator	200	477	1435	4203	\$90	\$1.00
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	JD excavator	200	477	1435	4203	\$90	\$1.00
BACKHOE Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight	No Bid						
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size	JD excavator w 2000# brker	120	487	1307	3998	\$60	\$1.00
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size	JD excavator w/ 3200# brkr	200	682	1948	5638	\$90	\$1.00
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size	JD excavator w/ 3200# brkr	200	682	1948	5638	\$90	\$1.00
HYRAM ATTCH ONLY 2,000 ft./lbs. min	Kent	KBH10	154	384	974	\$30	\$1.00
BACKHOE Crawler with a thumb	JD excavator w thumb	120	333	923	3024	\$60	\$1.00
BACKHOE LOADER Rubber Tired 55-85 DHP	JD	310	154	405	1333	\$60	\$1.00

Schedule I

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Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D	JD backhoe w 1200#	310	257	661	2025	\$60	\$1.00
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.	No Bid						
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"	No Bid						
BASE WIDENER SP (Shoulder Stone)	No Bid						
BULLDOZER Crawler GD 65-75 DHP D	JD	450	256	666	1999	\$60	\$1.00
BULLDOZER Crawler GD 80-90 DHP D	JD	550	292	718	2383	\$60	\$1.00
BULLDOZER Crawler GD 100-120 DHP D	JD	750	564	1640	5330	\$90	\$1.00
BULLDOZER Crawler GD 130-140 DHP D	JD	750	564	1640	5330	\$90	\$1.00
BULLDOZER Crawler TC 150-250 EHP D	JD	850 LGP	682	1999	6714	\$90	\$1.00
BULLDOZER Crawler/Ripper TCP 181-250 EHP D	No Bid						
BULLDOZER Crawler/Winch TCP 181-250 EHP D	No Bid						
CHIP SPREADER SP	Vermeer	BC1000XL	276	831	1983	\$30	\$1.00
COMPRESSOR 125-160 CFM Portwhl.	IR	185	42	103	308	\$30	\$1.00
COMPRESSOR 170-210 CFM Portwhl.	IR	185	42	103	308	\$30	\$1.00
COMPRESSOR 250-300 CFM Portwhl.	IR	375	55	150	610	\$30	\$1.00

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
COMPRESSOR 350 - 375 CFM Portwhl.	IR	375	55	150	610	\$30	\$1.00
COMPRESSOR 600 CFM Portwhl.	IR	750	236	798	1511	\$60	\$1.00
COMPRESSOR 700 - 800 CFM Portwhl.	IR	750	236	798	1511	\$60	\$1.00
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.	No Bid						
CONCRETE PUMP Trif. Mtd. w/Hoses w/o Boom	No Bid						
CONCRETE SAW Full Depth CAP - 24" Blade	No Bid						
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max.	No Bid						
CONCRETE VIBRATOR Mech.	No Bid						
CONCRETE VIBRATOR Air	No Bid						
CONCRETE VIBRATOR Electric	Wacker	M2000	42	115	275	\$30	\$1.00
CONVEYER Port. Elev. W/Dumpster 2T min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.	No Bid						
CRACK SEALING MACHINE Trif. Mtd. Dbl. Drum 100-125 GLN. D	No Bid						
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed	National 15 ton	15 ton	261	677	2511	\$60	\$1.00

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed	National 15 ton	15 ton	261	677	2511	\$60	\$1.00
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed	National 15 ton	15 ton	261	677	2511	\$60	\$1.00
CRANE 15 - 25 T Hyd. Rough Terrain	No Bid						
CRANE 20 - 25 T Cable D Crawler	No Bid						
CRANE 25 - 30 T Cable, Trk. Mtd. G	No Bid						
CRANE 30 T Hyd.	No Bid						
CRANE, TELEBOOM 30 - 35 T SP	No Bid						
CRANE, TELEBOOM 30 - 35 T Trk. Mtd. D	No Bid						
CRANE 35 T Hyd.	No Bid						
CRANE 40 T Hyd.	No Bid						
CRANE 50 T Hyd.	No Bid						
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank 1,400 PSI min.	No Bid						
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.	No Bid						
DITCH SWITCH	DW	RT40	286	1012	2558	\$60	\$1.00

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Accl. MI.
DRILL							
Track Hoe Mtd.	No Bid						
EXCAVATOR - TELEBOOM							
Track Mtd. SP 0.5 Cyd. D	Bobcat	328	103	302	846	\$60	\$1.00
EXCAVATOR - TELEBOOM							
Track Mtd. SP 0.5 Cyd. D	Bobcat	328	103	302	846	\$60	\$1.00
EXCAVATOR							
w/McMillen extreme duty earth auger or similar	No Bid						
EXCAVATOR							
w/winch and Rev Drill Model 18 or similar	No Bid						
EXCAVATOR							
w/winch and Rev Drill Model 27 or similar	No Bid						
EXCAVATOR							
w/winch and Rev Drill Model 35 or similar	No Bid						
EXCAVATOR							
w/Loadr attachment or similar	No Bid						
EXCAVATOR							
Mini-Hyd. Track Mtd. 2,600 lbs. max.	Bobcat	328	103	302	846	\$60	\$1.00
EXCAVATOR							
Mini-Hyd. Track Mtd. 6,500 lbs. max.	Bobcat	331	113	333	948	\$60	\$1.00
EXCAVATOR - 1/8 Cyd.							
30 HP D Track Width 5' out-to-out	Bobcat	337	113	333	1384	\$60	\$1.00
EXCAVATOR - 1/5 Cyd. 44 HP D							
11,000 lbs. Track Width 6' out-to-out	JD	80C	190	548	2101	\$60	\$1.00
EXCAVATOR - 1/4 Cyd.							
55 HP D 14,000 lbs. Bucket	JD	80C	190	548	2101	\$60	\$1.00
Track Width 6' out - to - out							
FLATBED TRUCK							
1 T min.	No Bid						

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mil.
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.	Lull	844	244	720	1932	\$60	\$1.00
GRAPPLE BUCKET Trk. Mtd.	No Bid						
HAMMER (MOBILE) SP Pavement Brkr. Drop 70 HP min.	No Bid						
HAMMER (DELMAG) PILE-D. D8-22	No Bid						
HIGH FLOW SKID STEER	No Bid						
Attachment: Broom	No Bid						
Attachment: Bucket	No Bid						
Attachment: Broom Bucket	No Bid						
Attachment: Auger of any diameter	No Bid						
Attachment: Trencher of any width	No Bid						
HYDRO-SEEDER	No Bid						
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.	No Bid						
LAUNCH FRAME To Set Pre-stressed Concrete Beams	No Bid						
LIGHT TOWERS PORT. 4 - 1,000 w/bulbs	Genie	TML4000	45	135	305	\$30	\$1.00
MANLIFT 40 ft.	JLG	400S	154	429	1250	\$30	\$1.00
MANLIFT SP 80 ft.	JLG	800S	334	994	3100	\$30	\$1.00
MANLIFT SP 130 ft.	JLG	135AJP	965	3172	6925	\$90	\$1.00
MESSAGE SIGN - PROGRAMMABLE	Addco	1000	86	344	1020	\$30	\$1.00

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
MILLING PLANER / ON SKID STEER LDR. Operating capacity of at least 2150 lbs. 30" milling planer	No Bid						
MILLING PLANER / ON SKID STEER LDR. 1 ft. cut min. to 5 ft. cut max.	No Bid						
MORTAR MIXER 6 CF 5 HP G	Stone	6 cu yd	73	165	451	\$30	\$1.00
MOTOR GRADER 35,000-45,000 lbs. class	No Bid						
MOWER TRACTOR Disc Type Attachment 3 pt. hitch	No Bid						
PAVER Curb Extruding Type SP G	No Bid						
PAVER HMA	No Bid						
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44" Max Overall Height	No Bid						
RIGGING SYSTEM (Catenary Scaffolding System) To Provide Inspection Access to Underside of Bridges	No Bid						
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20' deep min.	No Bid						
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class	No Bid						
ROCK WAGON 20 -30 T	No Bid						
ROLLER 5 T w/2 steel drums	No Bid						

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. MI.
ROLLER	IR	45	94	317	1435	\$60	\$1.00
5-6 T PNEUTR TOW/Trk. Mtd.							
ROLLER	IR	SD100	116	802	2404	\$60	\$1.00
10 T PNEUTR							
ROLLER	No Bid						
7-15 T PNEUTR, Articulated							
ROLLER SP	No Bid						
PNEUTR - 10K GVW G							
ROLLER SP	No Bid						
PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB	Wacker	RT82	57	325	974	\$30	\$1.00
Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft.							
ROLLER - VIB	No Bid						
SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB	No Bid						
SP 1 Drum 2XL 10 - 20 K GVW D							
SCREENERS, Material	No Bid						
Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW	Crash truck	55 mph rated	205	429	1691	\$60	\$1.00
SHOULDER MAINTAINER PORT. Pull-type Adj. 1 - 5 ft. Spreadmaster AI-100 T or similar	No Bid						
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width 1' - 6" and 6" - 12" depth	No Bid						
STABILIZER (BO-MAG) SP 250 HP min.	No Bid						

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 65-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
STRAW / MULCH BLOWER Trk. Mtd.	Finn	B700	119	382	871	\$30	\$1.00
STREET SWEEPER SP 3.0 Cyd. (min.)	No Bid						
STREET SWEEPER SP 8.0 Cyd. (min.)	No Bid						
STREET SWEEPER SP Waterless Unit 8.0 Cyd. (min.)	No Bid						
STREET SWEEPER Trk. Type	No Bid						
STREET SWEEPER-HYDROSTATIC Elgin Pelican III or similar	No Bid						
TRACTOR 170-185 hp class, 50,000 to 60,000 lbs.	No Bid						
TRACTOR 80,000 lb GVW Tandem	No Bid						
TRACTOR BOOM MOWER 110 to 120 hp. class	No Bid						
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E	No Bid						
TRAILER, EXTENDABLE 45 ft. to 75 ft.	No Bid						
TRENCH PAVER (Base Widening Machine)	No Bid						
UNDERBRIDGE INSPECTION UNIT 20 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE INSPECTION UNIT 30 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE INSPECTION UNIT 40 ft. maximum horizontal reach	No Bid						

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE INSPECTION UNIT 60 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 20 ft. horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 30 ft. horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 40 ft. horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 50 ft. horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 60 ft. horizontal reach	No Bid						
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel	No Bid						
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES	Honda	3" trash	67	194	532	\$30	\$1.00
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES	Honda	4" trash	75	220	609	\$30	\$1.00
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES	Gorman Rupp	T6A	170	419	931	\$30	\$1.00
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES	Pioneer	PP12	410	1220	3659	\$30	\$1.00
WORK PLATFORM SP SL 25' High Platform 1,500# CAP	JLG	25RTS	101	261	871	\$30	\$1.00
WORK PLATFORM SP SL 35' High Platform 1,500# CAP	JLG	33RTS	165	410	928	\$30	\$1.00

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

NO BID WITH OPERATOR

Equipment Description	Equipment Offered		Rental Rate of Equipment		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	Without Delivery/ WITH OPERATOR	Without Delivery/ WITH OPERATOR	1st Mile	Add. Mi.
			\$ / Day	\$ / Week	\$ / Month	
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.						
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 42,900 lbs.						
BACKHOE - CRWLR - HY-RAM 43,000 lbs. - 60,000 lbs.						
BACKHOE - CRWLR 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.						
CONCRETE PUMP Trlr. Mtd. w/hoses w/o Boom						
CONCRETE PUMP Trk. Mtd. w/hoses and Boom up to 30 meters						
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters						
CRANE 15 - 25 TON Hyd. Rough Terrain						
CRANE - Hyd., Trk. Mtd. D 30 TON						
CRANE - Hyd., Trk. Mtd. D 35 TON						
CRANE - Hyd., Trk. Mtd. D 40 TON						

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

NO BID WITH OPERATOR

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
CRANE - Hyd., Trk. Mtd. D 300 TON							
CRANE - Hyd., Trk. Mtd. D 500 TON							
CRANE - TELEBOOM SP 30 TON							
CRANE - TELEBOOM SP 35 TON							
CRANE - TELEBOOM SP 50 TON							
MILLING PLANNER 5' cut min. - EHP 280 cutter drum min.							
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44" Max Overall Height							
UNDERBRIDGE INSPECTION UNIT (Small, Bucket Type) 30 ft. max. horizontal							
UNDERBRIDGE INSPECTION UNIT (Large - Platform or Bucket Type) 50 ft. max. horizontal							
UNDERBRIDGE INSPECTION UNIT Snooper Series 230 or similar (Including driver and operator)							

SCHEDULE II

Vendor Should Type Bid Schedule

REQ. NO. 66-11-C018

NO BID WITH OPERATOR

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

Hertz

HERTZ EQUIPMENT RENTAL CORPORATION

225 Brae Blvd – HERC 1 N – Sales Administration
Park Ridge, NJ 07656

State of West Virginia
Department of Administration
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

March 29, 2011

RE: RFQ No. 6611C018

Dear Sir or Madam,

Thank you for giving Hertz Equipment Rental Corporation (HERC) the opportunity to provide information regarding the above-mentioned Bid.

Enclosed for your review are the following:

- One (1) Signed Bid

If you have any questions please feel free to contact Marvin Jones, Sales Representative in our South Charleston, WV location at (304) 744-7368 or you may contact me directly at (201) 307-2124 or Eteggart@hertz.com.

Sincerely,



Eva Teggart

Senior Sales Associate

Hertz



Government Purchasers Saving You Money

US Communities/Hertz Equipment Contract Incentives

Hertz/US Communities contract we will offer you the following incentives on top of the competitively solicited US Communities/Hertz pricing.

- 30-day billing. The industry standard is 28-day billing. By offering 30-day billing, Hertz is giving you an additional 2 days rental per month and no additional cost, which also calculates to 12 rental billing cycles per year versus 13. Please review other respondent's bids to assure they are giving you 30-day billing.
- 1/30th Proration. Hertz prorates 1/30 after the first month rental. Rather than charging you the standard daily or weekly price after the unit goes after the first month, Hertz prorates off the month at 1/30 which creates a tremendous saving. Attached below is an example.
- Customer to be exempt from the Environmental Recovery Fee (ERF).
- Customer to be exempt from the Delivery Fuel Charge.
- Hertz has the ability to work with an account's local contract terms and conditions per the requested bid or piggyback off of the US Communities/Hertz Equipment Contract. This gives both parties the flexibility to come to negotiate mutual terms and conditions.
- No cost or obligation for the using agency to draw off the US Communities/Hertz contract. US Communities is not for profit organization that competitively solicits contracts thru government agencies. This contract was competitively solicited thru NC State University. Hertz pays all the fees to US Communities. All the agency needs to do is register if they have already not done so. To date US Communities has 38,000 registered agencies and organizations.

Hertz

The Hertz/US Communities Proration advantage. Below is the cost saving you will achieve after a units is rented over one month. The example was taken from our US Communities/Hertz Contract price list of a scissor lift.

Rates \$50 day, \$200 week, \$275 month - 30 Day Billing			
Day	Standard Price	Prorated Price	% discount
1	\$ 50.00	\$ 9.17	81.66%
2	\$ 100.00	\$ 18.33	81.67%
3	\$ 150.00	\$ 27.50	81.67%
4	\$ 200.00	\$ 36.67	81.67%
5	\$ 200.00	\$ 45.83	77.09%
6	\$ 200.00	\$ 55.00	72.50%
7	\$ 200.00	\$ 64.17	67.92%
8	\$ 200.00	\$ 91.67	54.17%

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

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

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Hertz Equipment Rental Corporation

Signed: Anthony Conella

Date: 3/29/11

Title: VP Sales

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hertz Equipment Rental Corporation

Authorized Signature: Anthony Comella Date: 3/29/11

State of New Jersey

County of Bergen, to-wit:

Taken, subscribed, and sworn to before me this 29th day of March, 2011.

My Commission expires April 19, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Quashetta Brand

**QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011**