



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25306-0130

**Request for  
 Quotation**

RFQ NUMBER <b>66120016</b>	PAGE <b>1</b>
ADDRESS CORRESPONDENCE TO ATTENTION OF <b>ALAN CUMMINGS</b> <b>304-550-2402</b>	

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**United Rentals (North America), Inc.**  
**202 Mcghee Road**  
**Winchester, VA 22603**

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>01/23/2012</b>	TERMS OF SALE	DIVISION	FOU	FRONT THRU
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BID OPENING DATE: **02/29/2012** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UNIT	DATE	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EA		ROAD AND HIGHWAY EQUIPMENT LEASE  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.  SCHEDULE I: IS FOR EQUIPMENT WITHOUT AN OPERATOR. SCHEDULE II: IS FOR EQUIPMENT WITH AN OPERATOR. SCHEDULE III: SRIC EQUIPMENT USE IN EMERGENCY SITUATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-550-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.  DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING		

RECEIVED  
 FEB 29 P 1:09  
 DIVISION  
 STATE OF WV

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>540-545-8383</b>	DATE <b>Feb. 28, 2012</b>
TITLE <b>Branch Manager</b>	FEM <b>06-1493538</b>	ADDRESS CHANGED TO BE NOTED ABOVE.

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

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchasing/vro/hipaa.html](http://www.state.wv.us/admin/purchasing/vro/hipaa.html) 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/purchasing/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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 60130, Charleston, WV 25306-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-8.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2010 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 26305-0130

**Request for  
 Quotation**

RFQ NUMBER  
 66120016

PAGE  
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ADDRESS COMPANY OR INDIVIDUAL OR INSTITUTION OR  
 ALAN CUMMINGS  
 304-650-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 United Rentals (North America), INC.  
 202 Mcghee Road  
 Winchester WV 22603

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE CORRECTED	VEHICLE MAKE	VEHICLE	EOB	EXPIRATION DATE
01/23/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME		01:30PM
LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DIVISION AFTER THE DEADLINE HAS LAPPED, EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 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. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. 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				
SIGNATURE: <i>[Signature]</i> TELEPHONE: 540 545 8383 DATE: Feb. 28 2012 TITLE: BRANCH MANAGER FEN: 00-1493538 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 60130  
 Charleston, WV 25306-0130

**Request for  
 Quotation**

RFQ NUMBER  
 6612C016

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ADDRESS COMMENTS/NOTES/CONTACT INFORMATION  
 ALAN CUMMINGS  
 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 United Rentals (North America), Inc  
 202 Mcghee Rd  
 Winchester VA 22603

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE POSTED	TIME OF SALE	STATUS	TIME	LOCATION
01/23/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME: 01:30PM		
UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	AMOUNT
<p>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> <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</p>				

SIGNATURE: *[Signature]* INVOICE NO: 5458383 DATE: Feb. 28 2012  
 TITLE: Branch Manager FEN: 061493538 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 60130  
 Charleston, WV 25306-0130

**Request for Quotation**

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 6612C016

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ADDRESSES COMMENTS AND/OR ATTENTION OF  
 ALAN CUMMINGS  
 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 United Rentals (North America), Inc.  
 202 Meaher Rd  
 Winchester, WV 22603

DIVISION OF HIGHWAYS  
 VARIOUS LOCALS AS INDICATED  
 BY ORDER

DATE POSTED	DATE OF LOCAL	RFQ NO.	RFQ	RFQ CATEGORY
01/23/2012				
BID OPENING DATE:		BID OPENING TIME		
02/29/2012		01:30PM		

RFQ	COUNTY	LOCAL	RFQ NO.	RFQ CATEGORY	DATE POSTED	AMOUNT
<p>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 REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/08</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 . . . . .</p>						

SIGNATURE *[Signature]* TELEPHONE 540-545-8383 DATE Feb 28 2012  
 TITLE Branch Manager FERT 06-1493538 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

RFQ NUMBER  
 6612C016

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ADDRESS COMMERCE BROKER/REGISTRATION OF  
 ALAN CUMMINGS  
 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 United Rentals (North America), Inc.  
 202 McQueen Rd  
 Winchester, WV 22603

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	DATE OF SALE	DATE OF WIN	FOU	PROJECT TITLE
01/23/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NO. 2				
NO. 3				
NO. 4				
NO. 5				

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

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.

.....  
 SIGNATURE  
 UNITED RENTALS  
 COMPANY  
 2/28/12  
 DATE

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

REV. 09/21/2009

NOTICE

SIGNATURE: *[Signature]* TELEPHONE: 540 545 8383 DATE: Feb 28 2012

TITLE: Branch Manager FEIN: 06 1493538 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 60130  
Charleston, WV 25305-0130

**Request for  
Quotation**

RFQ NUMBER  
**6612C016**

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ADDRESS FOR THE BIDDING ENVELOPE  
**ALAN CUMMINGS  
306-588-2402**

RFQ COPY  
TYPE NAME/ADDRESS HERE  
**United Rentals (North America), Inc.  
202 Meghee Rd  
Winchester, WV 22603**

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

DATE PRINTED	ISSUE OR SALE	END NO.	FOR	PROJECT/ORDER
01/25/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: ALAN CUMMINGS - FILE 33 RFQ. NO.: 6612C016 BID OPENING DATE: 2/29/2012 BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <b>1-888-463-0881</b></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <b>JEREMY HEAVENER</b></p>				

SIGNATURE: *[Signature]* TELEPHONE: **540-545-8383** DATE: **FEB. 28 2012**

TITLE: **Branch Manager** FOR: **06-1493538** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

RFQ NUMBER  
 6612C016

RFQ QUANTITY  
 7

ADDRESS FOR BIDDERS TO ATTENTION OF  
 ALAN CUMMINGS  
 504-550-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 United Rentals (North America), Inc  
 202 Mcghee Rd  
 Winchester WV 22603

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHOWING	ROLL	PERCENT THIS
01/23/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	TOTAL
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.				
***** THIS IS THE END OF RFQ 6612C016 ***** TOTAL				

SIGNATURE: *[Signature]* TELEPHONE: 540-545-8383 DATE: Feb. 28 2012  
 TITLE: Branch Manager FEIN: 010-1493538 ADDRESS CHANGES TO BE NOTED ABOVE

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



## 1. SPECIFICATIONS

Req. No. 6612C016

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>

## 2. SCOPE OF WORK

The purpose of this contract is to provide equipment for lease from individuals and organizations for use at locations throughout the State of WV by the Division of Highways. 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 Division of Highways' fleet capacity.

## 3. BIDDING INSTRUCTIONS

Vendors may quote the cost to supply any or all of the equipment listed on the attached Bid Schedule.

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Three schedules make up the Bid Schedule. Schedule I is for equipment without operators. Schedule II is for equipment WITH operators. Schedule III is for Snow Removal and Ice Control (SRIC) equipment to be used in emergency situations when current SRIC Division of Highways equipment is not sufficient due to extreme weather related conditions.

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, will be cause to reject bids.

Vendors are requested to type prices on Bid Schedule sheets. Bid Schedules must not be altered by the vendor. If Bid Schedules are altered in any way, by the vendor, the bid will be disqualified.

For a quotation to be considered valid, the owner shall provide the manufacturer's name(s), model number(s) and serial number(s) of the equipment offered for lease and the rental rate in dollars per day, dollars per week and dollars per month on the Bid Schedule. Also, equipment owners shall quote the cost to deliver leased equipment to the location specified by the Division of Highways. 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.

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

In-state delivery route mileage will be calculated by the Division of Highways from the equipment owner's location of the equipment to the Division of Highways job site by utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways' District office and central office. The Division of Highways 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 Division of Highways utilizing "Map Quest" 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 Division of Highways' 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.

#### 4. LEASING INSTRUCTIONS

The Division of Highways' 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 to the equipment owner who can furnish the equipment to the Division of Highways at the least overall cost.

A twenty-four (24) hour notice will be given to all vendors prior to the need of equipment by the Division of Highways' District Engineer or his representative except when emergency situations require need upon demand.

Example: Rental of an Aerial Bucket Truck for 3 days (with or without Operator) at \$100.00/day with 10 mile delivery at \$1.00/1<sup>st</sup> mile and \$.50/each additional mile:  
To calculate: \$100.00/per day x 3 days = \$300.00 for rental of the equipment only + \$1.00/1<sup>st</sup> mile + \$4.50/additional 9 miles = \$305.50 total rental for three days.

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

#### 5. DEFINITION OF LEASE PERIOD

The date of official receipt of leased equipment by the Division of Highways 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):

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## 6. METHOD OF AWARD

All vendors meeting the specifications will be awarded a contract. The award will be made in the best interest of the State of West Virginia. The Division of Highways reserves the right to make multiple awards based on the capacity of each vendor beginning with the lowest responsible bidder.

## 7. ORDERING PROCEDURE

An Agency Release for equipment will be made as the need arises. Proximity of equipment as to job site shall be a factor in determination of each Agency Release. The Agency Releases will be issued to the lowest responsible bidder, which will include the rental rate of the equipment whether by the day, by the week or by the month plus the equipment delivery fee, that has met the requirements listed in this RFQ.

It is understood between the Division of Highways and all vendors whose bids are accepted, that in the event the low bidder for any given job location is unable to perform, the Agency Release 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 Agency Release, upon authorization of the Director of Purchasing, may lease said equipment on the open market.

## 8. 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 the vendor and the method of calculation.

NOTE 1: The Division of Highways 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 Division of Highways' 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.

#### 9. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) 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.

#### 10. 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.

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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 Division of Highways 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 Division of Highways shall deliver such equipment requested by the Division of Highways at any given time, assembled and ready to operate, to any location or locations designated by Division of Highways.

### 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 Division of Highways 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 Division of Highways 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 Division of Highways 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 DIVISION OF HIGHWAYS

V1. The Division of Highways 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 Division of Highways 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 Division of Highways or if the need for such replacement or repair resulted from normal usage. The Division of Highways shall replace or repair any part of said equipment which shall become lost, stolen or damaged by reason of the failure of the Division of Highways 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 Division of Highways as "down" and no payment shall be made by the Division of Highways 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 Division of Highways.

VI  
FUEL, OIL AND OTHER LUBRICANTS

The Division of Highways 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 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 Division of Highways, due to or caused by the ordinary negligence of the Division of Highways or its personnel or by the failure of the Division of Highways or its personnel to exercise ordinary care for the protection of such equipment, shall be borne by the Division of Highways from and after the delivery of such equipment by the Vendor to a

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location designated by the Division of Highways and its acceptance by the Division of Highways, subject however, to the terms and conditions hereinafter set forth. The Division of Highways 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 Division of Highways.

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 Division of Highways 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 Division of Highways 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 Division of Highways 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 Division of Highways for such loss, damage or destruction.

In the event that, prior to the payment of any claim to the Vendor by the Division of Highways, 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 Division of Highways 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 Division of Highways of a sum of money for a claim for such loss or damage, the Vendor will pay to the Division of Highways the amount so received or such part of said amount that equals the amount Division of Highways 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 Division of Highways, 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 Division of Highways 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 Division of Highways 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 Division of Highways' employees or agents, in which case the Division of Highways shall be responsible for the security of such equipment, and, provided further, however, that the Division of Highways' 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 Division of Highways, shall remain the employees of and under the control of the Vendor, and shall not be considered as agents of the Division of Highways.

IX  
LIENS

The Division of Highways 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 subject equipment, except with respect to the respective rights of the Vendor and the Division of Highways as herein provided.

X  
ENJOYMENT OF EQUIPMENT

The Vendor covenants to provide the Division of Highways during the term of the applicable agreement with quiet use and enjoyment of the subject equipment, and the Division of Highways 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

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enjoyment during the term of the agreement so long as the Division of Highways is not in default.

XI  
INSPECTION OF EQUIPMENT

To the extent that the Division of Highways 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 Division of Highways shall return the equipment leased hereunder, at its expense, to the Vendor at the original location at which such equipment was delivered to the Division of Highways. Equipment must be washed and clean, upon return to the vendor.

XIII  
DAMAGE BEYOND CONTROL OF LESSEE

The Division of Highways 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 Division of Highways' control.

XIV  
DEFAULT

Upon default of any of the provisions or terms of this Agreement by either the Division of Highways 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 Division of Highways 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 Division of Highways 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 Division of Highways, 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.**

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

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

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

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

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/With out Operator			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	
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 Eliott Model G50 or similar	No Bid					
AERIAL PLATFORM TRUCK Eliott Model L55 or similar	No Bid					
ARROW BOARDS 4' x 8' panel 15 lamp	WANCO	WTSPSS	72	180	450	75
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar	No Bid					
ASPHALT RECYCLING ATTACHMENT End loader bucket - mounted, asphalt grinder/recycle attachment, 165 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					
AUGER Trk. Mtd.	No Bid					
SACKHOE Crawler Mech/Hydr. 0.75 Cyd.	JOHN DEERE	410J	335	830	2070	75
						1.00

Vendor Should Type Bid Schedule

Schedule 1

REQ. NO. 6612C016

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
24,000 lbs. - 28,000 lbs. Working Weight BACKHOE	JOHN DEERE	410 J	335	830	2070	75 1.00
Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	No Bid					
BACKHOE	No Bid					
Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	No Bid					
BACKHOE	No Bid					
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	JOHN DEERE KENT	310 J KF9	495	1235	2850	75 1.00
BACKHOE (HY-RAM) Crawler 2,000 ft.lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size	No Bid					
BACKHOE (HY-RAM) Crawler 2,000 ft.lbs. min. 45,000 lbs. - 60,000 lbs. Excavator Size	No Bid					
BACKHOE (HY-RAM) Crawler 2,000 ft.lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size	No Bid					
HY-RAM ATTACH ONLY 2,000 ft.lbs. min	KENT	KF9	245	615	1530	75 1.00
BACKHOE Crawler with a thumb	No Bid					
BACKHOE LOADER Rubber Tired 55-85 DHP	JOHN DEERE	310 J	250	620	1540	75 1.00
BACKHOE LOADER (HY-RAM)						

Vendor Should Type Bid Schedule

Schedule I

REQ. NO. 6612D016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	1st Mile	Add. Mi.
Mtd. Pvd. Breaker 65-85 DHP D						
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 R/lbs. min.	CASE / KENT	580/KF9	400	1100	2650	75 1.00
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	JOHN DEERE	450I	420	1040	2600	75 1.00
BULLDOZER Crawler GD 80-90 DHP D	JOHN DEERE	550I	435	1090	2720	75 1.00
BULLDOZER Crawler GD 100-120 DHP D	JOHN DEERE	650I	470	1170	2920	85 1.00
BULLDOZER Crawler GD 130-140 DHP D	JOHN DEERE	750I	825	2055	5135	100 1.00
BULLDOZER Crawler TC 150-250 EHP D	No BID					
BULLDOZER Crawler/Ripper TCP 181-250 EHP D	No BID					
BULLDOZER Crawler/Winch TCP 181-250 EHP D	No BID					
CHIP SPREADER SP	No BID					
COMPRESSOR 125-160 CFM PortWrl.	No BID					
COMPRESSOR 170-210 CFM PortWrl.	SULLAIR	185DPG	90	220	550	75 1.00
COMPRESSOR 250-300 CFM PortWrl.	SULLAIR	260DPG	155	380	950	75 1.00

Vendor Should Type Bid Schedule

Schedule I

REQ. NO. 6612C016

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 Portwfl.	SULLAIR	375HDPQ	210	520	1300	75	1.00
COMPRESSOR 600 CFM Portwfl.	No BID						
COMPRESSOR 700 - 800 CFM Portwfl.	SULLAIR	900HDTQ	445	1110	2775	85	1.00
CONCRETE MIXER TKC Mtd. 6.0 Cyd.	No BID						
CONCRETE SAW Full Depth CAP - 24" Blade	EDCO	SS-35-35W	103	309	795	75	1.00
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max.	No BID						
CONVEYER Port. Elev. W/Dumpster 27 min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.	No BID						
CRACK SEALING MACHINE Trk. Mtd. Dbl. Drum 100 - 125 GLN. D	No BID						
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed	No BID						
CRANE 12 - 12 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed	TEREX	1770N	590	1480	3690	125	1.00
CRANE 15 - 25 T Hyd. Rough Terrain	No BID						
CRANE 20 - 25 T Cable D. Crawler	No BID						



**Vendor Should Type Bid Schedule**

**Schedule i**

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Withdrawal			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
CRANE 25 - 30 T Cable, Trk. Mtd. G	No Bid						
CRANE 30 T Hyd.	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 1400 PSI min.	No Bid						
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.	No Bid						
DITCH WITCH	DITCH WITCH	1820	155	300	945	75	1.00
DRILL Track Hoe Mtd.	No Bid						
EQUIPMENT TRAILER 10,000 lbs or less 16ft - 18 ft length to attach to a pinhole hitch Tilt style deck	CENTREVILLE	TA614	64	160	400	75	1.00
EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs 16ft - 18 ft length to attach to a pinhole hitch Tilt style deck	No Bid						
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyl. D	No Bid						
EXCAVATOR - TELEBOOM	No Bid						

Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S/Day	S/Week	S/Month	1st Mile	Add. Mi.
Truck Mtd. SP 0.5 Cyl. D	No BID						
EXCAVATOR with 18" extreme duty earth auger or similar	No BID						
EXCAVATOR Mini-Hyd. Track Mtd. 2,500 lbs. max.	TAKEUCHI	TB016	190	475	1180	75	1.00
EXCAVATOR Mini-Hyd. Track Mtd. 5,500 lbs. max.	TAKEUCHI	TB228	210	520	1300	75	1.00
EXCAVATOR - 1/8 Cyl. 30 HP D Track Width 5' out-to-out	No BID						
EXCAVATOR - 1/5 Cyl. 44 HP D 11,000 lbs. Track Width 6' out-to-out	TAKEUCHI	TB145	280	690	1725	75	1.00
EXCAVATOR - 1/4 Cyl. 65 HP D 14,000 lbs. Bucket Track Width 6' out-to-out	TAKEUCHI	TB175	375	940	2345	75	1.00
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator	No BID						
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator	No BID						
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum	JLG	69-43A	364	910	2275	75	1.00
FORKLIFT TRUCK Rough Terrain, 5-10 K lb. lift cap.	No BID						
HAMMER (MOBILE) SP Pavement Strk. Drop 70 HP min.	No BID						
HAMMER (DELMAG) FILE-D. D6-ZZ	No BID						
HIGH FLOW SKID STEER Attachment Broom	No BID						
Attachment Bucket	No BID						
Attachment Broom Bucket	No BID						

Schedule I Vendor Should Type Bid Schedule  
 REQ. NO. 6612C016

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
Attachment Auger of any diameter	No BID						
Attachment Treacher of any width	No BID						
HYDRO-SEEDER	FINN	T-60T	257	772	1545	75	1.00
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.	No BID						
JOINT SEALER 3 Cylinder, Tandem Dual 2 Axle Wet Capacity - 200 gallons Tank - Double Boiler Type - opening 16"x24" Maximum Heat Input - Diesel 290,000 BTU Incl. Full Sweep Mixer with 2 horizontal paddles	No BID						
LIGHT TOWERS PORT. 4 - 1,000 w/oulets	MAGNUM	MLT3060	75	185	460	75	1.00
MANLIFT 40 ft.	JLG	400S	242	605	1450	75	1.00
MANLIFT SP 80 ft.	JLG	800S	560	1400	3500	75	1.00
MANLIFT SP 130 ft.	JLG	1350SJP	1184	2960	7400	86	1.00
MESSAGE SIGN - PROGRAMMABLE	WANCO	WTLMB	156	390	975	75	1.00
MILLING PLANER 30" COMPLETE WITH SKID STEER LDR. Operating capacity of at least 2150 lbs.	No BID						
MILLING PLANER COMPLETE WITH SKID STEER LDR.	No BID						
1 ft. cut min. to 5 ft. cut max.							
MORTAR MIXER 6 CF 5 HP G	MULTIQUIP	WM90PH8	95	240	590	75	1.00

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S / Day	S / Week	S / Month	1st Mile	Add. Mi.
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	BOMAB	BW120AD	265	655	1630	75	1.00
ROLLER 5-6 T PNEUTR TOMTK Mtd.	No Bid						
ROLLER 10 T PNEUTR	BOMAB	BW145DH	385	955	2385	75	1.00
ROLLER 7-15 T PNEUTR Articulated	BOMAB	BW177D-40	425	1060	2645	75	1.00
ROLLER SP							

Schedule I Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S/Day	S/Week	1st Mile	Add. Mile
PNEUTR - 10K GVWG	No Bid					
ROLLER SP						
PNEUTR - 20K GVWG	BOMAG	BW211D-3	575	1435	75	1.00
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP Approx. Width 2.5 ft length 6.3 ft.	WACKER	RT82-SC	230	580	75	1.00
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 Mobile - Diesel	No Bid					
SHADOW TRUCK w/Attenuator min. 30,000 GVW	FREIGHTLINER	FL70	392	980	125	1.00
SHOULDER MAINTAINER PORT. Pull-type Adj. 1 - 5 ft Spreadmaster A1-100 I or similar	No Bid					
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 45 HP) asphalt or stone width 1' - 6' and 6' - 12" depth	No Bid					
STABILIZER (BOMAG) SP 250 HP min.	No Bid					
STRAW/MULCH BLOWER Trk. Mtd.	No Bid					
STREET SWEEPER SP 3.0 Cyd. (min.)	No Bid					
STREET SWEEPER SP 8.0 Cyd. (min.)	No Bid					
STREET SWEEPER						

**Schedule I Vendor Should Type Bid Schedule**

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Rate	Add. Rate
Trk. Type							
STREET SWEEPER-HYDROSTATIC Egin Pelican III or similar	No Bid						
STREET SWEEPER - Truck-Mounted 4.0 C.Y. Minimum hopper capacity Water-spray system for dust control Side/curb brooms and rear/center broom 11,000 lbs up to 33,000 lbs	No Bid						
TRACTOR BOOM MOWER 110 to 120 hp. class	No Bid						
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E	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						
UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trk. Mtd., Hyd. SP Min. 20 ft. horizontal reach	No Bid						
UNDERBRIDGE PLATFORM Trk. Mtd., Hyd. SP Min. 30 ft. horizontal reach	No Bid						

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	
Trk. Mtd. Hyd. SP Min. 40 ft horizontal reach UNDERBRIDGE PLATFORM	No Bid					
Trk. Mtd. Hyd. SP Min. 50 ft horizontal reach UNDERBRIDGE PLATFORM	No Bid					
Trk. Mtd. Hyd. SP Min. 60 ft horizontal reach VACUUM SPRAY UNIT	No Bid					
Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft telescopic w/swivel/rotating hose reel VAN - BOX	No Bid					
21,000 or greater WATER PUMPS - 3" WSUCTION & DISCHARGE HOSES	WACKER	PT3A	65	160	400	50 1.00
WATER PUMPS - 4" WSUCTION & DISCHARGE HOSES	MULTIQUIP	QP4TH	75	190	475	50 1.00
WATER PUMPS - 6" WSUCTION & DISCHARGE HOSES	No Bid					
WATER PUMPS - 12" WSUCTION & DISCHARGE HOSES	No Bid					
WORK PLATFORM SP SL 25' High Platform 1,500# CAP	SKYJACK	SJIII 3226	135	250	550	75 1.00
WORK PLATFORM SP SL 35' High Platform 1,500# CAP	SKYJACK	SJIII 4632	165	350	750	75 1.00

**SCHEDULE II** Vendor Should Type Bid Schedule **REQ. NO. 6612C016**

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	
BACKHOE - CRAWLER - HY-RAM 24,000 lbs. - 35,800 lbs.	NO BID					
BACKHOE - CRAWLER - HY-RAM 36,000 lbs. - 42,500 lbs.	NO BID					
BACKHOE - CRAWLER - HY-RAM 43,000 lbs. - 60,000 lbs.	NO BID					
BACKHOE - CRAWLER 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.	NO BID					
CONCRETE PUMP Trk. Mtd. w/hoses w/o Boom	NO BID					
CONCRETE PUMP Trk. Mtd. w/hoses and Boom up to 30 meters	NO BID					
CONCRETE PUMP Trk. Mtd. with hoses and Boom over 30 meters	NO BID					
CRANE 15 - 25 TON Hyd. Rough Terrain	NO BID					
CRANE - Hyd., Trk. Mtd. D 30 TON	NO BID					
CRANE - Hyd., Trk. Mtd. D 35 TON	NO BID					
CRANE - Hyd., Trk. Mtd. D 40 TON	NO BID					



**SCHEDULE II Vendor Should Type Bid Schedule**

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S / Day	\$ / Week	S / Month	1st Mile	Add. Mile
CRANE - Hyd., Trk Mtd. D 50 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 60 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 75 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 90 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 100 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 110 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 120 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 150 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 165 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 175 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 225 TON	NO BID						

REQ. NO. 6612C016

Vendor Should Type Bid Schedule

SCHEDULE II

Equipment Description	Equipment Offered		Rental Rate of Equipment		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	Without Delivery/ <i>WITH OPERATOR</i>	With Delivery/ <i>WITH OPERATOR</i>	1st Mile	Add. Mi.
CRANE - Hyd., Trk Mtd. D 300 TON	NO BID					
CRANE - Hyd., Trk Mtd. D 500 TON	NO BID					
CRANE - TELEBOOM SP 30 TON	NO BID					
CRANE - TELEBOOM SP 35 TON	NO BID					
CRANE - TELEBOOM SP 50 TON	NO BID					
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44' Max Overall Height	NO BID					
STREET SWEEPER - Track-Mounted 4.0 C.Y. Minimum hopper capacity Water-spray system for dust control Side/curb brooms and rear/center broom 11,000 lbs up to 33,000 lbs	NO BID					
UNDERBRIDGE INSPECTION UNIT Small Bucket Type 30 ft. max. horizontal	NO BID					
UNDERBRIDGE INSPECTION UNIT Large Platform or Bucket Type 50 ft. max. horizontal	NO BID					

**SCHEDULE II**

**Vendor Should Type Bid Schedule**

**REQ. NO. 6612C016**

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERBRIDGE INSPECTION UNIT Snooper Series 230 or similar (including driver and operator)	No Bid						
UNDERBRIDGE INSPECTION UNIT Snooper Series 260 or similar (including driver and operator)	No Bid						
VACUUM TRUCK/JETT-RODGER 1" hose 165 - 85 GPM @ 3,000 PSI	No Bid						

**SCHEDULE III**  
**Vendor Should Type Bid Schedule**  
**REQ. NO. 6612C016**

Equipment Description	Emergency SRIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S / Day	S / Week	S / Month	1st Mile	Add. MI.
TRUCK 7,000 GVWR 7' Plow - Electric Hydro	NO BID						
TRUCK 9,000 GVWR 8' V-Plow with Hopper - Electric Hydro	NO BID						
TRUCK 9,000 GVWR 8' Plow - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with Dumpbed/Tailgate 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow, 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with Hopper - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow, 2 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 2 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' 6" V-Plow - Electric Hydro	NO BID						

**SCHEDULE III**

**Vendor Should Type Bid Schedule**

**REQ. NO. 6612C016**

Equipment Description	Emergency SRIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
TRUCK 15,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro	NO BID						
TRUCK 16,000 GVWR 9' Plow with S.S. V-Box 5 yard Capacity - Central Hydro	NO BID						
TRUCK 16,000 GVWR 9' Plow, 5 yard Capacity - Electric Hydro	NO BID						
TRUCK 18,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro	NO BID						
TRUCK 21,000 GVWR 9' Plow with S.S. V-Box 6 yard Capacity - Central Hydro	NO BID						
TRUCK 21,000 GVWR 10' Plow with S.S. V-Box 6 yard Capacity - Central Hydro	NO BID						
TRUCK 25,000 GVWR 10' Plow with DumpBed/Tailgate 8 yard Capacity - Central Hydro	NO BID						
TRUCK 25,000 GVWR 10' Plow with S.S. V-Box 7 yard Capacity - Central Hydro	NO BID						

**SCHEDULE III** **Vendor Should Type Bid Schedule** **REQ. NO. 6612C016**

Equipment Description	Emergency SRC Equipment		Rental Rate of Equipment WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
TRUCK 26,000 GVWR 10' Plow with S.S. V-Box 8 yard Capacity - Central Hydro	No Bid						
TRUCK 70,000 GVWR 10' Plow with DumpBed/Tailgate 20 yard Capacity - Central Hydro	No Bid						
TRUCK 26,000 GVWR 1,800 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK 70,000 GVWR 3,200 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK 70,000 GVWR 4,000 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK SINGLE AXLE DUMP 10' Plow - 7 yard spreader with wet tank	No Bid						
RUBBER TIRE LOADER 130 hp with 3 yard Bucket Capacity 14' Pusher	No Bid						
RUBBER TIRE LOADER 150 hp with 3 yard Bucket Capacity 14' Pusher	No Bid						

**SCHEDULE III**

**Vendor Should Type Bid Schedule**

REQ. NO. 6612C016

Equipment Description	Emergency SPIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
RUBBER TIRE LOADER 150 hp with 3 yard Bucket Capacity 12' Plow Power Angle	No Bid						
BLOWERS Capacity to blow 1,500 tons per hour	No Bid						
BLOWERS Capacity to blow 3,000 tons per hour	No Bid						
BLOWERS Capacity to blow 3,300 tons per hour	No Bid						
BLOWERS Capacity to blow 4,000 tons per hour	No Bid						

Rev. 00/00 (NON-APPLICABLE) 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 2.0% 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 2.6% 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 76% 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 2.6% 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 76% 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 6% 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;
6. Application is made for 3.6% 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;
8. Application is made for 3.6% 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, §61-6-3), 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: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



RFQ No. 10012C016<sup>40</sup>

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

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

Under penalty of law for false swearing (West Virginia Code §81-5-3), 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: United Rentals (North America), Inc.

Authorized Signature: [Signature] Date: February 29 2012

State of Virginia

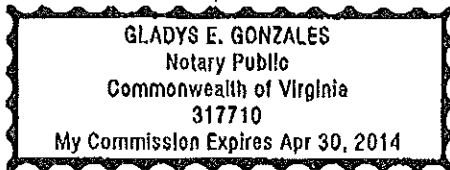
County of Fredricks, to-wit:

Taken, subscribed, and sworn to before me this 29th day of February, 2012

My Commission expires April 30, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]

**(NON APPLICABLE)**

Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFI/RFI \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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ATTN:

BID CLERK

RFQ: 6612C016

RECEIVED  
DIVISION  
OF  
FEB 29 P 1:10

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mth	Add. Mth.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5 Degrees 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					
ARROW BOARDS 4' x 8' panel 15 lump	WANCO	WTSPSS	72	180	450	75
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar	No Bid					1.00
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/freecycle attachment, 165 hp min. app. 8,500 lb. wt. capable of grinding and re-raising up to 12" deep and up to 48" wide pavement and base.	No Bid					
AUGER Trk. Mtd.	No Bid					
BACKHOE Crawler Mech./Hyd. 0.75 Cyd.	JOHN DEERE	410J	335	830	2070	75
						1.00

**Schedule I Vendor Should Type Bid Schedule**

REQ. NO. 6612C016

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	
24,000 lbs. - 28,000 lbs. Working Weight BACKHOE	JOHN DEERE	410J	335	830	2070	75	1.00	
Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	No BID							
BACKHOE	No BID							
Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	No BID							
BACKHOE	No BID							
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	JOHN DEERE KENT	310J KF9	875	1235	2850	75	1.00	
BACKHOE (HY-RAM) Crawler 2,000 ft/lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size	No BID							
BACKHOE (HY-RAM) Crawler 2,000 ft/lbs. min. 45,000 lbs. - 60,000 lbs. Excavator Size	No BID							
BACKHOE (HY-RAM) Crawler 2,000 ft/lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size	No BID							
HYRAM ATTACH ONLY 2,000 ft/lbs. min	KENT	KF9	245	615	1530	75	1.00	
BACKHOE Crawler with a thumb	No BID							
BACKHOE LOADER Rubber Tired 55-85 DHP	JOHN DEERE	310J	250	620	1540	75	1.00	
BACKHOE LOADER (HY-RAM)								

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	S / Day	S / Week	S / Month	
Mfd. Hyd. Breaker 55-85 DHP D						
BACKHOE LOADER (HO-RAM) Mfd. Air Breaker 1,000 fl/bs. min.	CASE / KENT	580/KF9	400	1100	2650	75 1.00
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 33"	No Bid					
BASE WIDENER SP (Shoulder Stone)	No Bid					
BULLDOZER Crawler GD 65-75 DHP D	JOHN DEERE	450J	420	1040	2600	75 1.00
BULLDOZER Crawler GD 80-80 DHP D	JOHN DEERE	550J	435	1090	2720	75 1.00
BULLDOZER Crawler GD 100-120 DHP D	JOHN DEERE	650J	470	1170	2920	85 1.00
BULLDOZER Crawler GD 130-140 DHP D	JOHN DEERE	750J	825	2055	5135	100 1.00
BULLDOZER Crawler TC 150-250 EHP D	No Bid					
BULLDOZER Crawler Ripper TCP 181-250 EHP D	No Bid					
BULLDOZER Crawler/Winch TCP 181-250 EHP D	No Bid					
CHIP SPREADER SP	No Bid					
COMPRESSOR 125 - 160 CFM Port/Hl.	No Bid					
COMPRESSOR 170 - 210 CFM Port/Hl.	SULLAIR	185DPQ	90	220	550	75 1.00
COMPRESSOR 250 - 300 CFM Port/Hl.	SULLAIR	260DPQ	155	380	950	75 1.00

Schedule I Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S/Day	S/Week	S/Month	1st Mile	Add. Mi.
COMPRESSOR 350 - 375 CFM Port/Hl.	SULLAIR	375HDPQ	210	520	1300	75	1.00
COMPRESSOR 600 CFM Port/Hl.	No Bid						
COMPRESSOR 700 - 800 CFM Port/Hl.	SULLAIR	900HDTQ	445	1110	2775	85	1.00
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.	No Bid						
CONCRETE SAW Full Depth CAP - 24" Blade	EDCO	SS-35-35W	103	309	795	75	1.00
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max	No Bid						
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 Trk. Mtd. Dbl. Drum 100 - 125 GLN. D	No Bid						
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed	No Bid						
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed	TEREX	1770N	590	1480	3690	125	1.00
CRANE 15 - 25 T Hyd. Rough Terrain	No Bid						
CRANE 20 - 25 T Cable D. Crater	No Bid						

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

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
CRANE 25 - 30 T Cable, Trk. Mtd. G	No BID						
CRANE 30 T Hyd.	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 1400 PSI min.	No BID						
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.	No BID						
DITCH WITCH	DITCHWITCH	1820	155	300	945	75	1.00
DRILL Track Hoe Mtd.	No BID						
EQUIPMENT TRAILER 10,000 lbs or less 16ft - 18 ft length to attach to a pinle hitch Tilt style deck	CENTREVILLE	TA614	64	160	400	75	1.00
EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs 16ft - 18 ft length to attach to a pinle hitch Tilt style deck	No BID						
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyl. D	No BID						
EXCAVATOR - TELEBOOM							



REQ. NO. 5612C016

Vendor Should Type Bid Schedule

Schedule I

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
Truck Mtd. SP 0.5 Cyd. D	No BID						
EXCAVATOR	No BID						
with 18" extreme duty earth auger or similar							
EXCAVATOR	TAKEUCHI	TB016	190	475	1180	75	1.00
Mini-Hyd. Track Mtd. 2,500 lbs. max.							
EXCAVATOR	TAKEUCHI	TB228	210	520	1300	75	1.00
Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/8 Cyd.	No BID						
30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP D	TAKEUCHI	TB145	280	690	1725	75	1.00
11,000 lbs. Track Width 6' out-to-out							
EXCAVATOR - 1/4 Cyd.	TAKEUCHI	TB175	375	940	2345	75	1.00
55 HP D 14,000 lbs. Bucket							
Track Width 6' out-to-out	No BID						
EXCAVATOR ATTACHMENT	No BID						
Plate compactor for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT	No BID						
Hydraulic hammers for 15,000-20,000 lb excavator							
FLATBED TRUCK	No BID						
1 Ton minimum with 22 ft. bed length minimum							
FORKLIFT TRUCK	JLG	69-43A	364	910	2275	75	1.00
Rough Terrain, 5 - 10 Kil. lift cap.							
HAMMER (MOBILE) SP	No BID						
Pavement Bkr. Drop 70 HP min.							
HAMMER (DELMAG) PILE-D.	No BID						
DS-22	No BID						
HIGH FLOW SKID STEER	No BID						
Attachment Broom	No BID						
Attachment Bucket	No BID						
Attachment Broom Bucket	No BID						

Schedule I

Vendor Should Type Bid Schedule

REQ. NO. 5612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mile
Attachment Auger of any diameter	No Bid					
Attachment Trencher of any width	No Bid					
HYDRO-SEEDER	FINN	T-60T	257	772	1545	75 1.00
HYDRO-SEEDER Tpk. Mod. 1,500 - 2,500 Gal.	No Bid					
JOINT SEALER 3 Cylinder, Tandem Dual 2 Axle Net Capacity - 200 gallons Tank - Double Boiler Type - opening 16"x24" Maximum Heat Input - Diesel 290,000 BTU Incl. Full Sweep Mixer with 2 horizontal paddles	No Bid					
LIGHT TOWERS FORT. 4 - 1,000 Wpunits	MAGNUM	MLT3060	75	185	460	75 1.00
MANLIFT 40 ft.	JLG	400S	242	605	1450	75 1.00
MANLIFT SP 80 ft.	JLG	800S	560	1400	3500	75 1.00
MANLIFT SP 130 ft.	JLG	1350SJP	1184	2960	7400	85 1.00
MESSAGE SIGN - PROGRAMMABLE	WANCO	WTLMB	156	390	975	75 1.00
MILLING PLANER 30" COMPLETE WITH SKID STEER LDR. Operating capacity of at least 2150 lbs.	No Bid					
MILLING PLANER COMPLETE WITH SKID STEER LDR. 1 ft. cut min. to 5 ft. cut max.	No Bid					
MORTAR MIXER 6 CF 5HP G	MULTIQUIP	WM90PH8	95	240	590	75 1.00

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S / Day	S / Week	S / Month	1st Mile	Add. Mi
MOTOR GRADER \$5,000-65,000 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						
REGGING 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						
ROCKWAGON 20-30 T	No BID						
ROLLER 5 T w/2 steel drums	BOMAG	BW120AD	265	655	1630	75	1.00
ROLLER 5-6 T PNEUTR TOM/TK Mtd.	No BID						
ROLLER 10 T PNEUTR	BOMAG	BW145DH	385	955	2385	75	1.00
ROLLER 7-15 T PNEUTR Articulated	BOMAG	BW177D-40	425	1060	2645	75	1.00
ROLLER SP							

Schedule I Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	S / Day	S / Week	S / Month	1st Mile	Add. Mile
PNEUTR - 10K GVWG	No BID						
ROLLER SP							
PNEUTR - 20K GVWG	BOMAG	BW211D-3	575	1435	3500	75	1.00
ROLLER - TRENCH VIB							
Dual Drum Approx. 10 HP Approx. Width 2.5 ft/length 8.3 ft	WACKER	RT82-SC	230	580	1440	75	1.00
ROLLER - VIB	No BID						
SP 1 Drum 2XL 10 - 15 K GVWD							
ROLLER - VIB	No BID						
SP 1 Drum 2XL 10 - 20 K GVWD							
SCREENERS, Material Mobile - Diesel	No BID						
SHADOW TRUCK w/waterator min. 30,000 GVW	FREIGHTLINER	FL70	392	980	2450	125	1.00
SHOULDER MAINTAINER PORT. Pulk-type Adj. 1 - 5 ft Spreadmaster AH-100 T or similar	No BID						
SHOULDER MAINTAINER SP w/S (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						
STRAW / MULCH BLOWER Trk. Mtl.	No BID						
STREET SWEEPER SP	No BID						
8.0 Cyd. (min.)							
STREET SWEEPER SP	No BID						
8.0 Cyd. (min.)							
STREET SWEEPER							

Schedule I Vendor Should Type Bid Schedule REQ. NO. 6612C016

Trk. Type	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
	STREET SWEEPER-HYDROSTATIC Egin Pelican fit or similar	No Bid						
	STREET SWEEPER - Truck-Mounted 4.0 C.Y. Minimum hopper capacity Water-spray system for dust control Side/curb brooms and rear/center broom 11,000 lbs up to 33,000 lbs	No Bid						
	TRACTOR BOOM MOWER 110 to 120 hp. class	No Bid						
	TRAFFIC SIGNALS - PORT 2 Phase Operation D/E	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						
	UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach	No Bid						
	UNDERBRIDGE INSPECTION UNIT 60 ft. maximum horizontal reach	No Bid						
	UNDERBRIDGE PLATFORM Ttr. Mtd., Hyd. SP. Min. 20 ft. horizontal reach	No Bid						
	UNDERBRIDGE PLATFORM Ttr. Mtd., Hyd. SP. Min. 30 ft. horizontal reach	No Bid						
	UNDERBRIDGE PLATFORM	No Bid						

Schedule I Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. MI
Tric. Mid., Hyd. SP Min. 40 ft. horizontal reach						
UNDERBRIDGE PLATFORM	No Bid					
Tric. Mid., Hyd. SP Min. 50 ft. horizontal reach						
UNDERBRIDGE PLATFORM	No Bid					
Tric. Mid., Hyd. SP Min. 60 ft. horizontal reach						
VACUUM SPRAY UNIT	No Bid					
Tnk. Mid. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel	No Bid					
VAN - BOX						
21,000 or greater						
WATER PUMPS - 3"						
w/SUCTION & DISCHARGE HOSES	WACKER	PT3A	65	160	400	50
1.00						
WATER PUMPS - 4"						
w/SUCTION & DISCHARGE HOSES	MULTIQUIP	QP4TH	75	190	475	50
1.00						
WATER PUMPS - 6"						
w/SUCTION & DISCHARGE HOSES	No Bid					
1.00						
WATER PUMPS - 12"						
w/SUCTION & DISCHARGE HOSES	No Bid					
1.00						
WORK PLATFORM SP						
SL 25' High Platform 1,500# CAP	SKYLARK	SJIII3226	135	250	550	75
1.00						
WORK PLATFORM SP						
SL 35' High Platform 1,500# CAP	SKYLARK	SJIII3622	165	350	750	75
1.00						

**SCHEDULE II**

**Vendor Should Type Bid Schedule**

**REQ. NO. 6612C016**

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	1st Mile	Add. Mi.
BACKHOE - CRWLR - HY-RAM 24,000 lbs. - 35,800 lbs.	No Bid					
BACKHOE - CRWLR - HY-RAM 36,000 lbs. - 42,900 lbs.	No Bid					
BACKHOE - CRWLR - HY-RAM 43,000 lbs. - 60,000 lbs.	No Bid					
BACKHOE - CRWLR 1.25 Cyd. 126 - 141 HP 42,700 lbs. - 45,900 lbs.	No Bid					
CONCRETE PUMP Trk. Mtd. witheses w/o Boom	No Bid					
CONCRETE PUMP Trk. Mtd. withoses and Boom up to 30 meters	No Bid					
CONCRETE PUMP Trk Mtd. with hoses and Boom over 30 meters	No Bid					
CRANE 15 - 25 TON Hyd. Rough Terrain	No Bid					
CRANE - Hyd., Trk Mtd. D 30 TON	No Bid					
CRANE - Hyd., Trk Mtd. D 35 TON	No Bid					
CRANE - Hyd., Trk Mtd. D 40 TON	No Bid					

**SCHEDULE II Vendor Should Type Bid Schedule**

REQ. NO. 6612C016

Equipment Description	Equipment Offered		Rental Rate of Equipment Without Delivery/ WITH OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
CRANE - Hyd., Trk Mtd. D 50 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 60 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 75 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 90 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 100 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 110 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 120 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 150 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 165 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 175 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 225 TON	NO BID						



**SCHEDULE II** **Vendor Should Type Bid Schedule** **REQ. NO. 6612C016**

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mile
CRANE - Hyd., Trk Mtd. D 300 TON	NO BID						
CRANE - Hyd., Trk Mtd. D 500 TON	NO BID						
CRANE - TELEBOOM SP 30 TON	NO BID						
CRANE - TELEBOOM SP 35 TON	NO BID						
CRANE - TELEBOOM SP 50 TON	NO BID						
RADIO REMOTE CONTROLLED TRACK LOADER 20 HP Minimum and 44" Max Overall Height	NO BID						
STREET SWEEPER - Truck-Mounted 4.0 C.Y. Minimum hopper capacity Water-spray system for dust control Side/curb brooms and rear/center broom 11,000 lbs up to 33,000 lbs	NO BID						
UNDERBRIDGE INSPECTION UNIT Small Bucket Type 30 ft. max. horizontal	NO BID						
UNDERBRIDGE INSPECTION UNIT Large Platform or Bucket Type 50 ft. max. horizontal	NO BID						

**SCHEDULE II** Vendor Should Type Bid Schedule **REQ. NO. 6612C016**

Equipment Description	Equipment Offered		Rental Rate of Equipment			Equipment Delivery Fee		
	Manufacturer's Name	Model/Serial #	Without Delivery/ WITH OPERATOR	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
UNDERSIDGE INSPECTION UNIT Snooper Series 230 or similar (Including driver and operator)	No Bid							
UNDERSIDGE INSPECTION UNIT Snooper Series 260 or similar (Including driver and operator)	No Bid							
VACUUM TRUCK/JETT-RODDER 1" hose 65 - 85 GPM @ 3,000 PSI	No Bid							

REQ. NO. 6612C016

Vendor Should Type Bid Schedule

SCHEDULE III

Equipment Description	Emergency SRIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mi.
TRUCK 7,000 GVWR 7' Plow - Electric Hydro	NO BID						
TRUCK 9,000 GVWR 8' V-Plow with Hopper - Electric Hydro	NO BID						
TRUCK 9,000 GVWR 8' Plow - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with Dumpbed/Tailgate 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow, 3 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with Hopper - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow, 2 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 2 yard Capacity - Electric Hydro	NO BID						
TRUCK 10,000 GVWR 8' 6" V-Plow - Electric Hydro	NO BID						

**SCHEDULE III** Vendor Should Type Bid Schedule

REQ. NO. 6612C016

Equipment Description	Emergency SRIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. Mil.
TRUCK 15,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro	NO BID						
TRUCK 16,000 GVWR 9' Plow with S.S. V-Box 5 yard Capacity - Central Hydro	NO BID						
TRUCK 16,000 GVWR 9' Plow, 5 yard Capacity - Electric Hydro	NO BID						
TRUCK 18,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro	NO BID						
TRUCK 21,000 GVWR 9' Plow with S.S. V-Box 6 yard Capacity - Central Hydro	NO BID						
TRUCK 21,000 GVWR 10' Plow with S.S. V-Box 6 yard Capacity - Central Hydro	NO BID						
TRUCK 26,000 GVWR 10' Plow with DumpBed/Tailgate 8 yard Capacity - Central Hydro	NO BID						
TRUCK 26,000 GVWR 10' Plow with S.S. V-Box 7 yard Capacity - Central Hydro	NO BID						

**SCHEDULE III** **Vendor Should Type Bid Schedule** **REQ. NO. 6612C016**

Equipment Description	Emergency SRIC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	1st Mile	Add. MI.
TRUCK 26,000 GVWR 10' Plow with S.S. V-Box 8 yard Capacity - Central Hydro	No Bid						
TRUCK 70,000 GVWR 10' Plow with DumpBed/Tailgate 20 yard Capacity - Central Hydro	No Bid						
TRUCK 26,000 GVWR 1,800 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK 70,000 GVWR 3,200 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK 70,000 GVWR 4,000 gallon Salt Brine Spray Rig Central Hydro	No Bid						
TRUCK SINGLE AXLE DUMP 10' Plow - 7 yard spreader with wet tank	No Bid						
RUBBER TIRE LOADER 130 hp with 3 yard Bucker Capacity 14' Pusher	No Bid						
RUBBER TIRE LOADER 150 hp with 3 yard Bucker Capacity 14' Pusher	No Bid						

**SCHEDULE III**

**Vendor Should Type Bid Schedule**

**REQ. NO. 6612C016**

Equipment Description	Emergency SRC Equipment		Rental Rate of Equipment Without Delivery/ WITHOUT OPERATOR			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ / Day	\$ / Week	\$ / Month	
RUBBER TIRE LOADER 150 hp with 3 yard Bucket Capacity 12' Plow Power Angle	No Bid					
BLOWERS Capacity to blow 1,500 tons per hour	No Bid					
BLOWERS Capacity to blow 3,000 tons per hour	No Bid					
BLOWERS Capacity to blow 3,300 tons per hour	No Bid					
BLOWERS Capacity to blow 4,000 tons per hour	No Bid					

Rev. 00/08 (NON-Applicable) 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 6% 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, §61-6-3), 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: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

RFQ No. 1d012C0116<sup>40</sup>

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

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

Under penalty of law for false swearing (West Virginia Code §61-6-3), 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: United Rentals (North America), Inc.

Authorized Signature: [Signature] Date: February 29 2012

State of Virginia

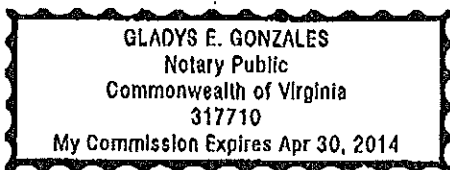
County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 29th day of February, 2012

My Commission expires April 30, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]



**(NON APPLICABLE)**

Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFQ# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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ATTN:

BID CLERK

RFQ: 6612C016

Rev. 09/08 **(NON-APPLICABLE)** State of West Virginia

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## VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §6A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §6A-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,
6. 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,
8. 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: \_\_\_\_\_ Signoff: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

RFQ No. 6012COLL<sup>40</sup>

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: United Rentals (North America), Inc.

Authorized Signature: [Signature] Date: February 29 2012

State of Virginia

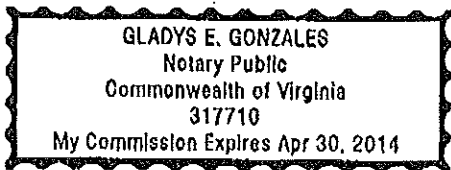
County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 29th day of February, 2012.

My Commission expires April 30, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]

**(NON APPLICABLE)**

Please use this document for technical questions, posing in a question format

Please refer to the section your question is in reference to.

Technical questions for RFO# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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