



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

**Solicitation**

NUMBER
6613C022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

ROBERT S. SHERIDAN

\*C10113352 03 304-766-6224  
 SUNBELT RENTALS  
 6580 MACCORKLE AVE SW  
 ST ALBANS WV 25177

S H I P T O

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/06/2013

BID OPENING DATE: 02/27/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		975-66		
ROAD AND HIGHWAY EQUIPMENT RENTALS						
REQUEST FOR QUOTATION OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR LEASE/RENTAL OF EQUIPMENT WITH/WITHOUT OPERATOR AND SRIC EQUIPMENT USE IN EMERGENCY SITUATIONS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6613C022 ***** TOTAL:						

02/26/13 09:16:34 AM  
 West Virginia Purchasing Division

SIGNATURE 	TITLE MANAGER	TELEPHONE 304 342-5000	DATE 2/26/13
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'		ADDRESS CHANGES TO BE NOTED ABOVE	

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
 BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     Technical  
                   Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

02/27/2013 - 1:30 P.M.

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]	
[ ]	
[ ]	
[ ]	

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 6613C022

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide equipment for lease/rental from individuals and organizations for use at locations throughout the State of WV by the WV 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 WV Division of Highways' fleet capacity.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified for lease/rental in Section III, Subsection 3.2 below.
  - 2.2 **"Pricing Pages"** means the schedule of prices attached hereto as Exhibit A, Schedules I, II, III and used to evaluate the RFQ.
  - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as 6613C022.
  - 2.4 **"WVDOH"** used throughout this RFQ means the West Virginia Division of Highways.
  - 2.5 **"Lease/Rental"** or any version of this language used throughout this RFQ means an agreement wherein the WVDOH leases/rents the equipment set forth and described in Schedule I, II and III for periods of time not to exceed ninety days unless otherwise clearly specified in the Agency Release.
  - 2.6 **"SRIC"** means Snow Removal and Ice Control used throughout the RFQ and Pricing Pages.
  - 2.7 **"Contractor", "Vendor" or "Equipment Owner"** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

Primary Routes and WV Secondary Routes are available in each WVDOH's District Office and the Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "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 WDOH job site.

**3.2.5 Lease/Rental Period:** Quoted rates for leased/rented equipment, with operator or without operator, shall be for lease/rental days, weeks and months.

A lease/rental day is a day of agency possession of equipment during which it is not down for four hours or more during the normal work period. NOTE: Days on which a piece of equipment is down for normal maintenance or repair for four 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/rental.

A lease/rental week is seven lease/rented days, including Saturdays, Sundays and Holidays.

A lease/rental month is thirty lease/rented days, including Saturdays, Sundays and Holidays.

The date of official receipt of leased/rented equipment by the WVDOH shall be considered the first day of lease/rental. The day immediately preceding the date on which leased/rented equipment is officially returned to the owner shall be considered the last day of lease.

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

**3.2.6 Maintenance of Lease/Rental Equipment:**

**3.2.6.1 Equipment leased/rented from Schedule I:** At its own expense, the WVDOH shall provide only fuel, oil and other lubricants, which are necessary for the operation, maintenance and use, of the equipment leased/rented from Schedule I. The WVDOH shall repair or replace any part of the leased equipment which shall be destroyed, damaged or made inoperative by reason of the ordinary negligence, abuse or improper operation by its personnel. The WVDOH shall not be responsible for any such replacement or repair caused by any defect existing in such equipment at the time of delivery by the Vendor to the WVDOH or if the need for such

In the event that, prior to the payment of any claim to the Vendor by the WVDOH, the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation, any such sum of money shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. The same shall be with the Vendor. If the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation a sum of money after payment from the WVDOH has been received, the Vendor shall reimburse the WVDOH the amount received or such part received that equals the amount WVDOH has paid to the Vendor.

The Vendor may at its choice proceed to the WV Court of Claims as to any claim it may have against the WVDOH for such loss, damage, destruction or theft of said equipment.

**3.2.6.2 Equipment leased/rented from Schedule II and III:** Equipment leased/rented from Schedule II and Schedule III 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.

**3.2.6.2.1 Risk of Loss, Damage, Destruction or Theft:** The Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment, destruction of or damage to such equipment and shall repair or replace any such equipment lost or destroyed. "Down time" will be referred to as described in Section 3.2.6.1.1 of these specifications.

After the equipment is delivered to the WVDOH job site or WVDOH location by the Vendor, according to the Agency Release, the WVDOH shall then be responsible for any loss of such equipment or any part of the equipment during the time that the equipment is not in use or is not required to be attended by the Vendor's operators. The WVDOH shall be responsible for the security of such equipment as limited to ordinary care.

NOTE: Operators furnished by the Vendor per Schedule II and Schedule III, while under the direction of the WVDOH, shall remain the employees of and under the control of the Vendor and shall not be considered as agents of the Division of Highways.

REQUEST FOR QUOTATION  
6613C022 Equipment Rental Contract

At the time of need, the WVDOH will compute the cost of leasing/renting the equipment plus the cost of delivery of said equipment to the WVDOH job site and award the Agency Release to the equipment owner who can furnish the needed equipment at the least overall cost. The WVDOH shall record the Vendor's equipment serial number on the Agency Release.

An example: Lease/Rental of an Aerial Bucket Truck for three 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 lease/rental: \$100.00/day x 3 days = \$300.00 for lease/rental of the equipment only. To calculate mobilization: \$1.00/1<sup>st</sup> mile plus \$.50/each additional mile x 9 miles = \$5.50 for mobilization of equipment only. Add \$300.00 for equipment and \$5.50 for mobilization for a total of \$305.50 lease/rental for three days.

Proximity of equipment to the WVDOH job site shall be a factor in determination of each Agency Release. As explained in the preceding paragraphs, the Agency Release will be issued to the lowest bidder; however, it is understood between the WVDOH and all Vendors whose bids are accepted, in the event that the low bidder for any given job is unable to perform, the Agency Release will be cancelled and given to the next lowest bidder. In the event that no bidder can be found to perform the duties and obligations under this contract, then the Agency Release may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

**5.2 Invoicing:**

5.2.1 Invoicing shall be at a minimum of no less than one lease/rental day. Equipment lease/rented for one lease/rental day shall equal four or more hours as described in Section 3.2.5 of this contract.

5.2.2 Equipment leased/rented for one lease/rental week shall be invoiced at the weekly lease/rental rate or the number of lease/rental days times the daily lease/rental rate, whichever is less.

5.2.3 Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the monthly lease/rental rate or the number of lease/rental weeks times the weekly lease/rental rate including any period less than a multiple of seven days, whichever is less.

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

5.2.5 An invoice submitted to the WVDOH shall include the following:

- a) The beginning date and the date on which invoice period ends.
- b) The number of lease/rental days in the invoicing period.
- c) The number of equipment downtime days in the invoicing period.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be as per Section 5.1 of these specifications. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount as directed in Section 3.2.4 of these specifications and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Equipment:** Upon the completion of the project for which the equipment was leased/rented, the WVDOH will return the equipment, at its expense to the Vendor at the original location at which such equipment was delivered to the WVDOH. The equipment must be washed and clean upon return to the vendor.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of equipment that was not bid for lease/rent on this contract, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease/rental price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Inspection of Equipment:** The Vendor shall have the right, during normal



Exhibit A, Counties Bid

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

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

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>AERIAL BUCKET TRUCK</b> Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Elliott Model G50 or similar							
<b>AERIAL PLATFORM TRUCK</b> Elliott Model L55 or similar							
<b>ARROW BOARDS</b> 4' x 8' panel 15 lamp	WANCO OR ALLMAND	WTSP55-LSAC 2200/SE ALT	49	125	375	50	2
<b>ASPHALT DISTRIBUTOR</b> Trk. Mtd. w/spray bar							
<b>ASPHALT RECYLING ATTACHMENT</b> Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 8,500 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.							
<b>AUGER</b> Trk. Mtd.							
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight	JOHN DEERE	135CRTS 2012	540	1595	4,200	100	2

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	John DEERE	135 CRTS 2012	540	1,595	4,200	100	2
<b>BACKHOE</b> Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight Attachment: Grapple	John DEERE OR KOBELCO	160 DLC OR SK160LC	550	1,695	4,350	100	2
<b>BACKHOE</b> Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight	John DEERE OR KOBELCO	200 CLC OR SK210	655	1,966	5,135	200	10
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size	JOHN DEERE with INDECO HY-RAM	135 CRTS with HP2000MB	1,080	2,800	5,900	100	2
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size Attachment: Grapple	JOHN DEERE with INDECO HY-RAM	160 DLC with HP2000 MB	1,200	3,350	8,750	100	2
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size	JOHN DEERE with OKADA	200 CLC with TOP 205	1,350	4,150	10,500	200	12
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size	—	—	—	—	—	—	—
<b>HYRAM ATTCH ONLY</b> 2,000 ft./lbs. min	INDECO	HP2000MB	540	1,400	3,200	90	1
<b>BACKHOE</b> Crawler with a thumb	JOHN DEERE + THUMB	310 Hwd + THUMB	380	950	2,950	90	2
<b>BACKHOE LOADER</b> Rubber Tired 55-85 DHP	JOHN DEERE	310 G	255	710	1,490	90	2
<b>BACKHOE LOADER (HY-RAM)</b> Mtd. Hyd. Breaker 55-85 DHP D	JOHN DEERE PLUS INDECO - HP750	310 G + HP1000/HP750	490	1,100	2,900	90	2

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.	JOHN DEERE + INDECO		590	1,200	3,000	90	2
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"							
BASE WIDENER SP (Shoulder Stone)							
BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.							
BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.	VERMEER	BC1000 XL	355	1,185	3,500	90	1
BULLDOZER Crawler GD 65 -75 DHP D	JOHN DEERE	450J	350	1,200	3,400	100	2
BULLDOZER Crawler GD 80 -90 DHP D	JOHN DEERE	550J	450	1,600	3,700	200	3
BULLDOZER Crawler GD 100 -120 DHP D	JOHN DEERE	650H	550	1,750	3,950	200	3
BULLDOZER Crawler GD 130 -140 DHP D	JOHN DEERE	750J	850	2,650	7,600	200	3
BULLDOZER Crawler TC 150 - 250 EHP D							
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SP							
COMPRESSOR 125 - 160 CFM Portwhl.	SULLIVAN	D185P3TD	100	235	540	75	1
COMPRESSOR 170 - 210 CFM Portwhl.	IR	P185AWIR	100	235	540	75	1
COMPRESSOR 250 - 300 CFM Portwhl.							

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
COMPRESSOR 350 - 375 CFM Portwhl.	IR	HP375AWiR	185	525	1500	75	2
COMPRESSOR 600 CFM Portwhl.	IR	P600WiR	350	850	2,600	200	2
COMPRESSOR 700 - 800 CFM Portwhl.	IR	P750WCU	425	1200	3,000	200	2
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
* CONCRETE SAW Full Depth CAP - 24" Blade -SALE 450.00*	35HP OR 65HP HUSQVARNA	FS6600	280	750	2,100	75	2
CONCRETE SAW 12 1/2" Maximum Depth of Cut - 30" Blade SALE 650	HUSQVARNA	FS6600	280	750	2,100	75	2
CONCRETE SAW 15" Maximum Depth of Cut - 36" Blade SALE 1,200	HUSQVARNA	FS6600	280	750	2,100	75	2
CONCRETE VIBRATORY SCREED Air Powered - 36 ft. max.							
CONVEYER Port. Elev. W/Dumpster 2T min. @ 32 deg. Incline - 18" width 60' length - PTO Gas or Diesel Engine Self-Elev.							
CRACK SEALING MACHINE Trlr. Mtd. Dbl. Drum 100 -125 GLN. D							
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CRANE 20 - 25 T Cable D Crawler							
CRANE 25 - 30 T Cable, Trk. Mtd. G							
CRANE 30 T Hyd.							
CRANE 35 T Hyd.							
CRANE 40 T Hyd.							
CRANE 50 T Hyd.							
CRANE 15 - 20 T Truck Mounted Boom							
CRANE 21 - 25 T Truck Mounted Boom							
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank 1400 PSI min.							
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							
DITCH WITCH	VERMEER	RTX 100 24" TORO 22970 TRACK24 RT 200 36" RT 450 Ride ON 4R	120 135 150 400	350 400 450 1200	900 1100 1250 3500	75	2
EQUIPMENT TRAILER 10,000 lbs or less 16ft - 18 ft length to attach to a pintle hitch Tilt style deck	* FELLING 18FT * BEST TRAIL *	TB82X16TS	50	200	500	100	2
EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs 16ft - 18 ft length to attach to a pintle hitch Tilt style deck							

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>EQUIPMENT TRAILER</b> 14,000 GVWR 16' + 2' dovetail, with 24" wide x 60" wide long stand-up ramps with support leg and stand-up bar, spring assisted							
<b>EXCAVATOR - TELEBOOM</b> Track Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR - TELEBOOM</b> Truck Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR</b> w/McMillen extreme duty earth auger or similar							
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 2,600 lbs. max.	BOBCAT	316 - 2000 # 322 3500 #	180	500	1,200	90	2
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 6,500 lbs. max.	BOBCAT	325 6000 # OR 328 6000 #	225	650	1,500	90	2
<b>EXCAVATOR - 1/8 Cyd.</b> 30 HP D Track Width 5' out-to-out							
<b>EXCAVATOR - 1/5 Cyd. 44 HP D</b> 11,000 lbs. Track Width 6' out-to-out	BOBCAT	435 11,000 #	300	900	2500	90	2
<b>EXCAVATOR - 1/4 Cyd.</b> 55 HP D 14,000 lbs. Bucket Track Width 6' out - to - out	JOHN DEERE	750	410	1,190	3,200	125	2
<b>EXCAVATOR ATTACHMENT</b> Plate compactor for 15,000-20,000 lb excavator							
<b>EXCAVATOR ATTACHMENT</b> Hydraulic hammer for 15,000-20,000 lb excavator							
<b>FLATBED TRUCK</b> 1 Ton minimum with 22 ft. bed length minimum							
<b>FORKLIFT TRUCK</b> Rough Terrain, 5 - 10 K lb. lift cap.							
<b>GRAPPLE ATTACHMENTS</b> for Skid Steer Loaders 72" - 78" attachments	BOBCAT	721 G	75	190	500	90	2

Exhibit B, Schedule I  
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Vendor Should Type Pricing Page Schedule

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
HAMMER (DELMAG) PILE-D. D8-22							
* HIGH FLOW SKID STEER	JOHN DEERE 326D	<del>BOBCAT</del> / <del>JOHN DEERE</del> / 326D	280	700	1800	100	2
Attachment: Broom	BOBCAT	68" BOBCAT	120	350	800	90	2
Attachment: Bucket	BOBCAT	7216	50	150	300	75	2
Attachment: Broom Bucket	BOBCAT/PALADIN	BUCKET/217-72	200	480	1350	75	2
* Attachment: Auger of any diameter	1 BIT *included	BOBCAT	85	250	650	75	2
Attachment: Trencher of any width	6" width	BRANCO 625	125	300	900	75	3
HYDRO-SEEDER 400-600 GAL	FINN 400-600 GAL	T60TII	290	650	1800	200	3
HYDRO-SEEDER Trk. Mtd. 1,500 - 2,500 Gal.							
JOINT SEALER 3 Cylinder, Tandem Dual 2 Axle Vat 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							
LIGHT TOWERS PORT. 4 - 1,000 w/bulbs	TEREX	RL4000	115	290	490	75	2
MANLIFT 40 ft.	JLG OR GENIE	400S	230	710	1,650	75	2
MANLIFT SP 80 ft.	JLG OR GENIE	860SS	650	1,790	3,600	95	2
MANLIFT SP 130 ft.	JLG OR GENIE	135SJP	1800	4,900	10,800	200	2
MESSAGE SIGN - PROGRAMMABLE	WANCO	WTMMB-5-LLA	290	715	2,145	200	2
MILLING PLANER 30" COMPLETE WITH SKID STEER LDR. Operating capacity of at least 2150 lbs.	<del>WOODS</del> BOBCAT 175	<del>CT19-ATA</del> S175	<del>450</del>	<del>1,300</del>	<del>3,000</del>	<del>100</del>	<del>2</del>



Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
MILLING PLANER COMPLETE WITH SKID STEER LDR. 1 ft. cut min. to 5 ft. cut max.	WOODS 24" LAF 5424 BOBCAT 650	CT-24-ATO 5650	450	1,345	3,900	100	2
MORTAR MIXER 6 CF 5 HP G	MULTI-QUIP	EM 700 7CF	75	150	450	75	1
MOTOR GRADER 35,000-45,000 lbs. class							
PAVER HMA							
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20' deep min.							
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class							
ROCK WAGON 20 -30 T							
ROLLER 5 Ton with 2 steel drums	Integral Rand	5070	375	1485	4,000	100	2
ROLLER 10-15 Tons with 2 steel drums							
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated	JCB-VIBMAX	VM106D-84"	490	1495	4,000	100	2
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft.	WACKER	RT82-SC2	275	750	1,790	90	2

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D							
SCREENERS, Material Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW							
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width 1' - 6' and 6" - 12" depth							
STABILIZER (BO-MAG) SP 250 HP min.							
* STRAW / MULCH BLOWER Trk. Mtd. 2" BALL TOW	FINN	B40	75	190	500	75	2
STREET SWEEPER SP 3.0 Cyd. (min.)							
STREET SWEEPER SP 8.0 Cyd. (min.)	TERRAMITE	T5538	215	695	1200	75	2
STREET SWEEPER Trlr. Type							
STREET SWEEPER-HYDROSTATIC Elgin Pelican III or similar							
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							
TRACTOR BOOM MOWER 110 to 120 hp, class							

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
TRACTOR WITH BROOM ATTACHMENTS 90 HP							
TRACTOR MOWER With Side and Rear Flail Mower Attachments Included							
TRAILER 6 tons with ramps, minimum 18' length, 8.5' width							
TRAILER - LowBoy 35 - 50 ton - pony motor, self contained hydraulics							
TRAFFIC SIGNALS - PORT 2 Phase Operation D/E							
TRENCH PAVER (Base Widening Machine)							
UNDERBRIDGE INSPECTION UNIT 20 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 30 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 40 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 50 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT 60 ft. maximum horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 20 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 40 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 50 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trlr. Mtd., Hyd. SP Min. 60 ft. horizontal reach							

Exhibit B, Schedule I  
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Vendor Should Type Pricing Page Schedule

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>VACUUM/SPRAY UNIT</b> Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
<b>VACUUM/STREET SWEEPER</b> Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
<b>VAN - BOX</b> 21,000 or greater							
<b>VIBRATORY ROLLER with Water</b> 4 - 5 ton Steel Double Drum							
<b>VIBRATORY ROLLER with Water</b> 8 - 10 ton Steel Double Drum							
<b>WATER PUMPS - 3"</b> w/SUCTION & DISCHARGE HOSES	Multiquip	QP301TH	50	130	350	75	2
<b>WATER PUMPS - 4"</b> w/SUCTION & DISCHARGE HOSES	Multiquip	QP40TH	90	225	600	75	2
<b>WATER PUMPS - 6"</b> w/SUCTION & DISCHARGE HOSES →	GORMANRUPP <del>THOMPSON</del>	PA6D60-4045T	520	1825	3400	200	3
<b>WATER PUMPS - 12"</b> w/SUCTION & DISCHARGE HOSES →	GORMANRUPP	PA12A60-B6068T	985	2340	6,870	300	3
<b>WORK PLATFORM SP</b> SL 25' High Platform 1,500# CAP							
<b>WORK PLATFORM SP</b> SL 35' High Platform 1,500# CAP							

Vendor Should Type Pricing Page Schedule

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
BACKHOE - Crawler- HY- RAM 24,000 lbs. - 35,800 lbs.							
BACKHOE - Crawler- HY- RAM 36,000 lbs. - 42,900 lbs.							
BACKHOE - Crawler- HY- RAM 43,000 lbs. - 60,000 lbs.							
BACKHOE - Crawler 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs.							
CONCRETE PUMP Trailer Mounted with Hoses without Boom							
CONCRETE PUMP Truck Mounted with Hoses and Boom up to 30 meters							
CONCRETE PUMP Truck Mounted with Hoses and Boom over 30 meters							
CRANE 15 - 25 Ton Hyd. Rough Terrain							
CRANE 30 Ton Hyd. Truck Mounted D							
CRANE 35 Ton Hyd. Truck Mounted D							
CRANE 40 Ton Hyd. Truck Mounted D							
CRANE 50 Ton Hyd. Truck Mounted D							
CRANE 60 Ton Hyd. Truck Mounted D							
CRANE 75 Ton Hyd. Truck Mounted D							

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CRANE 90 Ton Hyd. Truck Mounted D							
CRANE 100 Ton Hyd. Truck Mounted D							
CRANE 110 Ton Hyd. Truck Mounted D							
CRANE 120 Ton Hyd. Truck Mounted D							
CRANE 150 Ton Hyd. Truck Mounted D							
CRANE 165 Ton Hyd. Truck Mounted D							
CRANE 175 Ton Hyd. Truck Mounted D							
CRANE 225 Ton Hyd. Truck Mounted D							
CRANE 300 Ton Hyd. Truck Mounted D							
CRANE 500 Ton Hyd. Truck Mounted D							
CRANE - Teleboom SP 30 Ton							
CRANE - Teleboom SP 35 Ton							
CRANE - Teleboom SP 50 Ton							
CULVERT CLEANER Jetter and Vacuum Truck							
Radio Remote Controlled Track Loader 20 HP Minimum and 44" Max Overall Height							

Exhibit B, Schedule II  
RFQ#6613C022

Vendor Should Type Pricing Page Schedule

Equipment Description	Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>STREET SWEEPER - Truck-Mounted</b> 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							
<b>UNDERBRIDGE INSPECTION UNIT</b> Small Bucket Type 30 ft. maximum horizontal reach							
<b>UNDERBRIDGE INSPECTION UNIT</b> Large Platform or Bucket Type 50 ft. maximum horizontal reach							
<b>UNDERBRIDGE INSPECTION UNIT</b> Snooper Series 230 or similar (also including driver with operator)							
<b>UNDERBRIDGE INSPECTION UNIT</b> Snooper Series 260 or similar (also including driver with operator)							
<b>VACUUM/STREET SWEEPER</b> Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
<b>VACUUM TRUCK/JETT-RODDER</b> 1" hose - 65-85 GPM @ 3,000 PSI							

Equipment Description	Emergency SRIC Equipment offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
TRUCK 7,000 GVWR 7' Plow - Electric Hydro							
TRUCK 9,000 GVWR 8' V-Plow with Hopper - Electric Hydro							
TRUCK 9,000 GVWR 8' Plow - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow with DumpBed/Tailgate 3 yard Capacity - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 3 yard Capacity - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow, 3 yard Capacity - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow with Hopper - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow, 2 yard Capacity - Electric Hydro							
TRUCK 10,000 GVWR 8' Plow with S.S. V-Box 2 yard Capacity - Electric Hydro							
TRUCK 10,000 GVWR 8' 6" V-Plow - Electric Hydro							
TRUCK 15,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro							
TRUCK 16,000 GVWR 9' Plow with S.S. V-Box 5 yard Capacity - Central Hydro							
TRUCK 16,000 GVWR 9' Plow, 5 yard Capacity - Electric Hydro							



Equipment Description	Emergency SRIC Equipment offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>TRUCK 18,000 GVWR</b> 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro							
<b>TRUCK 21,000 GVWR</b> 9' Plow with S.S. V-Box 6 yard Capacity - Central Hydro							
<b>TRUCK 21,000 GVWR</b> 10' Plow with S.S. V-Box 6 yard Capacity - Central Hydro							
<b>TRUCK 26,000 GVWR</b> 10' Plow with DumpBed/Tailgate 8 yard Capacity - Central Hydro							
<b>TRUCK 26,000 GVWR</b> 10' Plow with S.S. V-Box 7 yard Capacity - Central Hydro							
<b>TRUCK 26,000 GVWR</b> 10' Plow with S.S. V-Box 8 yard Capacity - Central Hydro							
<b>TRUCK 70,000 GVWR</b> 10' Plow with DumpBed/Tailgate 20 yard Capacity - Central Hydro							
<b>TRUCK 26,000 GVWR</b> 1,800 gallon Salt Brine Spray Rig Central Hydro							
<b>TRUCK 70,000 GVWR</b> 3,200 gallon Salt Brine Spray Rig Central Hydro							
<b>TRUCK 70,000 GVWR</b> 4,000 gallon Salt Brine Spray Rig Central Hydro							
<b>TRUCK SINGLE AXLE DUMP</b> 10' Plow - 7 yard spreader with wet tank							

**Exhibit B, Schedule III**  
**RFQ#6613C022**

**Vendor Should Type Pricing Page Schedule**

Equipment Description	Emergency SRIC Equipment offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ With Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>RUBBER TIRE LOADER</b> 130 hp with 3 yard Bucker Capacity 14' Pusher							
<b>RUBBER TIRE LOADER</b> 150 hp with 3 yard Bucker Capacity 14' Pusher							
<b>RUBBER TIRE LOADER</b> 150 hp with 3 yard Bucker Capacity 12' Plow Power Angle							
<b>BLOWERS</b> Capacity to blow 1,500 tons per hour							
<b>BLOWERS</b> Capacity to blow 3,000 tons per hour							
<b>BLOWERS</b> Capacity to blow 3,300 tons per hour							
<b>BLOWERS</b> Capacity to blow 4,000 tons per hour							

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Sunbelt Rentals

Signed: [Signature]

Date: 2/26/2013  
2/26/2013

Title: MANAGER

RFQ No. 6613C022

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: DAVID TIPPIE FOR SUNBELT RENTALS

Authorized Signature: [Signature] Date: 2/26/2013  
2/26/2013

State of WEST VIRGINIA

County of KANAWHA, to-wit:

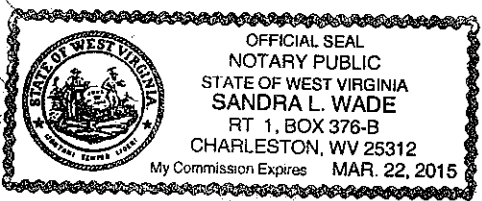
Taken, subscribed, and sworn to before me this 26 day of FEBRUARY, 2013

My Commission expires 3/22/2015, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Sandra L Wade  
2/26/13

Purchasing Affidavit (Revised 07/01/2012)



**NOTE:**  
Vendor and Notary's date must be the same.  
Notary required to AFFIX SEAL on Purchasing Affidavit.