



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

PROPERTY

*516130239 330-922-3630
 DJL MATERIAL & SUPPLY INC
 PO BOX 5293
 AKRON OH 44334-0293

SHIP TO

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	(See Attached)	(See Attached)
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 11:47:52 AM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
	330-922-2620	February 21, 2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
AVP	34-1318958	

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 02/25/2013

Submit Questions to:

Alan Cummings
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Alan.W.Cummings@WV.Gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

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 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.

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

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

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 a 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.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [redacted]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| | **Commercial General Liability Insurance:**
[redacted] or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

	[redacted]
	[redacted]
	[redacted]
	[redacted]
	[redacted]

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

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 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.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

- 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.

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

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

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

- 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:

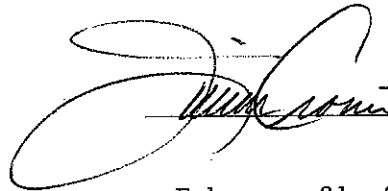
(Check the box next to each addendum received)

- | | |
|---|--|
| <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.

DJL Material & Supply, Inc.

Company



Authorized Signature

February 21, 2013

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.

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3. GENERAL REQUIREMENTS:

- 3.1. Specifications:** The following section 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 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.

A copy of these Standard Specifications and Supplements may be obtained from:

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

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

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below as a lease/rental Contract Item on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1 Exhibit B, Pricing Pages, Schedule I, Equipment Offered for Lease/Rental, Without Delivery/Without Operator**
- 3.2.2 Exhibit B, Pricing Pages, Schedule II, Equipment Offered for Lease/Rental, Without Delivery/With Operator**
- 3.2.3 Exhibit B, Pricing Pages, Schedule III, Emergency SRIC Equipment Offered for Lease/Rental, Without Delivery/With Operator**
- 3.2.4 Mobilization:** Vendors shall deliver needed equipment at any given time, assembled and ready to operate to any location or locations designated by the WVDOH on an Agency Release. Bids for mobilization shall be bid per mile. Mobilization bid in any form other than cost per mile shall be grounds to disqualify the Vendor's bid. Delivery/Mobilization fees shall be paid one way only by the WVDOH. Vendor shall bid the cost of equipment delivery for the first mile and any additional miles after the first mile. The WVDOH will provide the location for delivery of the leased/rented equipment to the Vendor on an Agency Release.

The WVDOH will calculate the in-state delivery route mileage from the equipment owner's location of the equipment to the WVDOH job site utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV

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

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replacement or repair resulted from normal usage. The WVDOH shall replace or repair any part of said equipment which shall become lost, stolen or damaged by reason of the failure of the WVDOH and its personnel to use ordinary care for the protection of such equipment.

3.2.6.1.1 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 hours shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH for the use of such equipment for such periods unless such "down time" is due to the negligence or lack of reasonable care by the WVDOH.

3.2.6.1.2 Risk of Loss, Damage, Destruction or Theft: While in the possession or under the control of the WVDOH, due to or caused by the ordinary negligence of the WVDOH or its personnel or by the failure of the WVDOH or its personnel to exercise ordinary care for the protection of such equipment, the responsibility shall be borne by the WVDOH from and after the delivery of such equipment by the Vendor to the location designated by the Agency Release and its acceptance by the WVDOH according to Section 6.1.1. of these specifications and the terms and conditions hereinafter set forth. The WVDOH shall not be responsible for any such loss, damage, destruction or theft, partial or complete, caused by a defect in such equipment existing at the time of delivery thereof by the Vendor to the WVDOH.

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

The said 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 to exceed 75% of the market value of such equipment. If a claim is made by the Vendor against the WVDOH for the loss or damage to such equipment, the Commissioner of the WVDOH shall review such claim and if after review the Commissioner shall determine that a sum of money is due the Vendor and acceptable to the Vendor, issue a requisition to the Auditor of the State of WV for the payment of such agreed sum to the Vendor. Reference WV Code §17-3-4.

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.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a lease/rental price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items for lease/rental which meet all required specifications of this contract.
- 4.2 Pricing Pages:** Exhibit A, Counties Bid, should be completed and submitted with Exhibit B, Pricing Pages. Vendors should mark with an "X" or "√" whether their submitted pricing is for "Statewide" or particular "Counties". If Vendor fails to state which County or Counties he wishes to lease/rent equipment to the WVDOH, it will be assumed that the Vendor's bid is for Statewide.

Vendor shall complete Exhibit B, Pricing Pages by providing the Manufacturer's Name, Model/Serial #, Daily, Weekly and/or Monthly Rental Rate without delivery and the Equipment Delivery Fee for each item bid. Vendor may bid any or all items on Exhibit B, Pricing Pages. Failure to provide this information on the Pricing Pages for each item bid may result in disqualification of award to the Vendor for that particular item.

The Pricing Pages contain a list of the Contract Items. At this time, there is no estimated lease/rental volume available for any item. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
alan.w.cummings@wv.gov.

5. ORDERING, INVOICING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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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 \$1.00/1st 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: \$1.00/1st 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.

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d) The make, model and serial number of the leased equipment being invoiced as identified on the Vendor's contract.

e) The total owed to the Vendor and the method of calculation.

NOTE 1: The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is leasing/renting the equipment.

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

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 24 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.1.1 Acceptance, Beginning of Lease/Rental Period: Upon delivery of each item of equipment by the Vendor to the location described in the Agency Release, the WVDOH shall test and inspect the equipment. If such item of equipment is found to be in good order, the WVDOH shall accept such item of equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such item of equipment shall be deemed to have been delivered to and accepted by the WVDOH on the date specified in such acknowledgement and the term of the Agency Release and this contract shall be deemed to begin on that date.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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- 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

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working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for the purpose of inspecting or observing the use of the lease/rented equipment.

- 7.4 **Damage Beyond Control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 7.5 **Insurance:** The WVDOH is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen by reason of the negligence of or lack of ordinary care on the part of its employees.
- 7.6 **Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 7.7 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.8 **Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager: Michael Leahy
Telephone Number: 330-922-3630
Fax Number: 330-922-8070
Email Address: dj1material@yahoo.com

Exhibit A, Counties Bid

6613C022

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.

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

Exhibit 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.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliott Model G50 or similar							
AERIAL PLATFORM TRUCK Elliott Model L55 or similar							
ARROW BOARDS 4' x 8' panel 15 lamp							
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar							
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; 185 hp min. app. 8,500 lb. wt. capable of grinding and re-mixing up to 12" deep and up to 48" wide pavement and base.							
AUGER Trk. Mtd.							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							

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.
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
Attachment: Grapple							
BACKHOE Crawler Mech./Hyd. 1.25 Cyd. 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
Attachment: Grapple							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size							
HYRAM ATTCH ONLY 2,000 ft./lbs. min							
BACKHOE Crawler with a thumb							
BACKHOE LOADER Rubber Tired 55-85 DHP							
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D							

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.
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.							
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.							
BULLDOZER Crawler GD 65 -75 DHP D							
BULLDOZER Crawler GD 80 -90 DHP D							
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER Crawler GD 130 -140 DHP D							
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.							
COMPRESSOR 170 - 210 CFM Portwhl.							
COMPRESSOR 250 - 300 CFM Portwhl.							

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.
COMPRESSOR 350 - 375 CFM Portwhl.							
COMPRESSOR 600 CFM Portwhl.							
COMPRESSOR 700 - 800 CFM Portwhl.							
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
CONCRETE SAW Full Depth CAP - 24" Blade							
CONCRETE SAW 12 1/2" Maximum Depth of Cut - 30" Blade							
CONCRETE SAW 15" Maximum Depth of Cut - 36" Blade							
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	Crafco Inc. Crafco Inc.	SS125DC 8063 SS125DC 8113		\$1450.00 \$1450.00	\$3795.00 \$3795.00	NO NO	COST COST
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							

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.
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							
EQUIPMENT TRAILER 10,000 lbs or less 16ft - 18 ft length to attach to a pintle hitch Tilt style deck							
EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs 16ft - 18 ft length to attach to a pintle hitch Tilt style deck							

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.
EQUIPMENT TRAILER 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							
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D							
EXCAVATOR w/McMillen extreme duty earth auger or similar							
EXCAVATOR Mini-Hyd. Track Mtd. 2,600 lbs. max.							
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP D 11,000 lbs. Track Width 6' out-to-out							
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket Track Width 6' out - to - out							
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator							
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum							
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.							
GRAPPLE ATTACHMENTS for Skid Steer Loaders 72" - 78" attachments							

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							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: Trencher of any width							
HYDRO-SEEDER							
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	Crafco	SuperShot 250 8283		\$1995.00	\$4250.00	NO COST	
LIGHT TOWERS PORT. 4 - 1,000 w/bulbs							
MANLIFT 40 ft.							
MANLIFT SP 80 ft.							
MANLIFT SP 130 ft.							
MESSAGE SIGN - PROGRAMMABLE							
MILLING PLANER 30" COMPLETE WITH SKID STEER LDR. Operating capacity of at least 2150 lbs.							

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.
MILLING PLANER COMPLETE WITH SKID STEER LDR. 1 ft. cut min. to 5 ft. cut max.							
MORTAR MIXER 6 CF 5 HP G							
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							
ROLLER 10-15 Tons with 2 steel drums							
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP Approx. Width 2.5 ft./length 8.3 ft.							

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.
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.							
STREET SWEEPER SP 3.0 Cyd. (min.)							
STREET SWEEPER SP 8.0 Cyd. (min.)							
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							

Exhibit B, Schedule I
RFQ#6613C022

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.
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
RFQ#6613C022

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.
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
VAN - BOX 21,000 or greater							
VIBRATORY ROLLER with Water 4 - 5 ton Steel Double Drum							
VIBRATORY ROLLER with Water 8 - 10 ton Steel Double Drum							
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES							
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES							
WORK PLATFORM SP SL 25' High Platform 1,500# CAP							
WORK PLATFORM SP SL 35' High Platform 1,500# CAP							

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.
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							

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.
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.
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							
UNDERBRIDGE INSPECTION UNIT Small Bucket Type 30 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT Large Platform or Bucket Type 50 ft. maximum horizontal reach							
UNDERBRIDGE INSPECTION UNIT Snooper Series 230 or similar (also including driver with operator)							
UNDERBRIDGE INSPECTION UNIT Snooper Series 260 or similar (also including driver with operator)							
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
VACUUM TRUCK/JETT-RODDER 1" hose - 65-85 GPM @ 3,000 PSI							

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.
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							

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.
TRUCK 18,000 GVWR 9' Plow with DumpBed/Tailgate 5 yard Capacity - Central Hydro							
TRUCK 21,000 GVWR 9' Plow with S.S. V-Box 6 yard Capacity - Central Hydro							
TRUCK 21,000 GVWR 10' Plow with S.S. V-Box 6 yard Capacity - Central Hydro							
TRUCK 26,000 GVWR 10' Plow with DumpBed/Tailgate 8 yard Capacity - Central Hydro							
TRUCK 26,000 GVWR 10' Plow with S.S. V-Box 7 yard Capacity - Central Hydro							
TRUCK 26,000 GVWR 10' Plow with S.S. V-Box 8 yard Capacity - Central Hydro							
TRUCK 70,000 GVWR 10' Plow with DumpBed/Tailgate 20 yard Capacity - Central Hydro							
TRUCK 26,000 GVWR 1,800 gallon Salt Brine Spray Rig Central Hydro							
TRUCK 70,000 GVWR 3,200 gallon Salt Brine Spray Rig Central Hydro							
TRUCK 70,000 GVWR 4,000 gallon Salt Brine Spray Rig Central Hydro							
TRUCK SINGLE AXLE DUMP 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.
RUBBER TIRE LOADER 130 hp with 3 yard Bucker Capacity 14' Pusher							
RUBBER TIRE LOADER 150 hp with 3 yard Bucker Capacity 14' Pusher							
RUBBER TIRE LOADER 150 hp with 3 yard Bucker Capacity 12' Plow Power Angle							
BLOWERS Capacity to blow 1,500 tons per hour							
BLOWERS Capacity to blow 3,000 tons per hour							
BLOWERS Capacity to blow 3,300 tons per hour							
BLOWERS Capacity to blow 4,000 tons per hour							



SPECIFICATIONS FOR 125 GALLON MELTER APPLICATOR WITH COMPRESSOR; WITH PUMP ON DEMAND FEATURES; DIESEL FUELED

420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

APRIL 2011

GENERAL

The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour or less. All qualified bidders must have and maintain a complete inventory of repair parts and have experienced, factory-trained service personnel for this equipment. A comprehensive safety manual and an operational/maintenance CD shall be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter. The material should be heated in a kettle or melter constructed as a double boiler, with space between the inner and outer shells filled with oil or other heat-transfer medium. Thermostatic control for the heat-transfer medium shall be provided and shall have sufficient sensitivity to maintain sealant temperature within the manufacturer's specified application temperature range. Temperature indicating devices shall have intervals no greater than 5°F (2.8°C) and shall be calibrated as required to assure accuracy. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied. Do not attempt to apply 2-component or PVC coal tar products with this unit.

REQUIRED SAFETY FEATURES

The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.

The applicator wand shall be equipped with an automatic shut-off feature that will stop the flow of sealant when the handle is released or dropped.

The sealant line pressure will automatically cease when the sealant flow is stopped. The operator shall not be required to perform any additional activity other than releasing the wand trigger switch to cease sealant line pressure. There shall be no valves in the line to allow interruption of sealant flow from the pump to the wand end. The heat transfer oil shall adequately and efficiently bring the sealant material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot heat transfer oil.

TOWING FRAME AND JACK

This unit shall be trailer mounted. The longitudinal side frames and tongue members of the trailer shall be on one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.70 cm) web, 3/16 inch (.48 cm) thickness with 1.75 inch (4.5 cm) flanges. The configuration of the channels shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking. The tongue shall be equipped with an appropriate heavy duty ball or pintle hitch and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3cm), permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. A screw-post tongue jack shall be furnished. It shall be a heavy duty type with a load capacity of 7,000 pounds (3,175 kg) and it shall be side mounted and swing away for positive road clearance while under tow.

RUNNING GEAR

The unit shall be equipped with a dual independent rubber torsional suspension having a safe load capacity of 7,000 pounds (3,175 kg), electric brakes, modular wheels and ST 205/75R 14-8 tubeless tires (Load Range C). This suspension eliminates springs and shackles that rust and reduce ground clearance. The melter shall have dual LED taillights, stop lights and turn signals. Lights shall be ICC approved. A license plate holder shall be attached to the driver's side taillight. All melter fluid tanks shall be positioned no lower than the deck level and be mounted on top of the channel frame members to assure proper ground clearance. The unit shall also be equipped with two safety chains not less than 48 inches (121.9cm) of .38 inch (.97 cm) coil proof chain, attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end. Total shipping weight is approximately 4,020 pounds (1,823 kg).

HEATING TANK

The material heating tank shall be a minimum of 37 inches (93.98 cm) diameter by 28.75 inches (73.02 cm) deep having a minimum capacity of 133.75 gallons (506.3 l) at ambient temperature. The tank will have a rear discharge from the pump and a rear plug outlet. A double boiler type jacket shall create a reservoir that shall hold a minimum of 34.8 gallons (129 l) of heat transfer oil at 70°F (21.1°C). (Note: at 500°F (260°C) the heating oil will expand approximately 18%) The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil. The tank and jacket shall be made of not less than 3/16 inch (.94 cm) rolled sheet steel. There shall be one plug to allow the entire heat transfer oil system to be drained. The heat transfer oil shall be of ISO grade 68.

EXPANSION TANK

A vented expansion tank for heat transfer oil shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil. Overflow down tubes are unacceptable.

HYDRAULIC SYSTEM

The hydraulic system shall incorporate a single hydraulic pump to power the agitation and pumping system. All valves shall be solenoid operated by toggle switch and wand handle switch. The controls will allow for bi-directional operation of the sealant pump. A flow control valve will be mounted on the rear of the unit to allow the operator to adjust the pump operational speed. The minimum 32 gallon (121 l) hydraulic tank will be equipped with an internal 10-micron full flow filter. The filter shall be equipped with a restriction indicator to indicate the need for service. A sight gauge level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed.

INSULATION

The heating tank shall be insulated with a minimum of 1-inch (2.54 cm) thick high temperature ceramic insulation and covered by a 22 gauge (.07 cm) steel outer wrapper. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.

LOADING HATCH

A low profile angled lid opening for loading shall be required at the top of the material tank and shall be located on the curbside of the machine for operator safety. The loading height shall be a minimum of 50 inches (127 cm) and shall not exceed 59 inches (149 cm) for correct ergonomic lifting and fume exposure. This will allow the operation of the equipment, including sealant loading, from curbside. Loading systems that require the operator to step onto the melter are unacceptable. The opening shall have a minimum area of 252 square inches (1,625 square cm), while not exceeding 275 square inches (1,774 square cm) in order to prevent heat loss, and shall be hinged to allow placement of a block of sealant onto lid and closure of lid for easy, anti-splash loading.

HEATING SYSTEM

The heat transfer oil is heated by one 12-volt, 250,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank. The total area exposed to the burner shall be a minimum of 5,244 square inches (33,832 square cm). The material tank shall have a minimum of 4,267 square inches (27,529 square cm) of contact with the heat transfer oil. No other mechanical circulation of the heat transfer oil by pump shall be accepted. This provides for a melt rate of 1,000 pounds (450 kg) per hour.

IGNITION OF BURNER

The burner shall be lit by a constant duty high voltage transformer powering an electric spark igniter. This igniter shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. The thermostat control is located on the curbside of the machine for operator safety.

INTEGRATED CONTROL SYSTEM

The melter applicator shall have electronic thermostat controls that will automatically regulate hot oil, material and hose temperatures and in turn display these temperatures on digital readouts. The controls shall operate at temperature ranges needed for proper application of sealant. They shall be activated by a single power switch, which will then turn on the agitator and pump at the proper time by use of interlocks. The interlock for the agitation system will not allow the agitator to be activated until the material temperature reaches 275° and the interlock for the pumping system will not allow the pump to be activated until the hose temperature reaches 325°. All temperature controls shall be contained in a single weatherproof control box. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.

DRIVE AND DRIVE CONTROLS

The motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump. The drive controls governing the rotational speed of the agitator and material pump shall be controlled by adjustable hydraulic valves. The drive controls governing the speed of the material pump shall be controlled electronically from the rear of the machine. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand. Material pump can be reversed as required.

AGITATION

The sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends. This feature ensures that material remains in complete suspension and that the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank. The agitation system shall be chain driven from the hydraulic motor to the agitator. The agitator rotates in both directions. For additional safety the agitator will shut off automatically when the loading hatch is opened.

BI-DIRECTIONAL VARIABLE SPEED PUMPING UNIT

A hardened steel gear pump is located in the center of the material tank attached to the bottom of the tank. Pumping of material is controlled by a switch on the hand wand and output is controlled hydraulically. The pump and agitator drive shaft stands vertically attached to two motors on the top surface of the tank. One motor rotates an axial tube having radial mixing blades at the chamber bottom. The second motor drives a coaxial shaft running through the tube to the pump. Sealant pumping shall be on demand. When pumping stops, all line pressure and sealant flow shall stop. No external plumbing or recirculation back into the tank is acceptable. No internal or external valves shall be used in the pumping and sealant delivery system. The pump shall be capable of delivering sealant at a rate that exceeds the melt rate of the unit.

ACTIVE PUMP PROTECTION

The pump shall be completely encircled by a protective screen. The screen shall not allow anything larger than ½ inch (1.27 cm) in size to pass from the sealant tank into the pump suction port. The screen shall continuously rotate 360° around the pump whenever the sealant agitator is engaged. The active screen will protect the pump from foreign object damage and will self-clean as it rotates around the sealant pump and suction port.

SEALANT HOSE AND APPLICATOR WAND

Both the hose and wand are heated by low voltage electric current and are temperature regulated. Due to weight and safety considerations, an oil-jacketed hose is unacceptable. The hose shall be specifically manufactured for handling liquid asphalt products up to 500° F (260° C) at 500 psi (34.47 bar) working pressure. Hose shall not be less than 18 feet (5.48 m) in length. For maximum operator safety it shall be made of stainless steel braid with a ¾ inch (1.91 cm) inside diameter and shall be Teflon lined. Further, it shall be heavily insulated to prevent hot material from leaking out. Total diameter of the hose shall be not greater than 2 ¼ inch (5.72 cm). The total weight of the hose shall not exceed 20 pounds (9.07 kg). The hose is to be wrapped with a minimum of three electrical wires with terminal ends. The wires will be capable of heating the hose to 400°F (204° C) in less than 45 minutes and have variable temperature control capability. The hand wand shall be constructed of steel with sufficient strength to withstand normal day-to-day operation. Material flow is controlled by a trigger switch. For greater operator mobility, the connection between the wand and hose shall be through a 360° swivel. There shall be no obstruction or valves between the material pump and the wand end.

The hose is supported by a 6 ft. boom (1.83 m), which swivels side to side on dual pillow block bearings. The boom is centered at the rear of the machine.

ENGINE

The unit shall be equipped with a diesel engine complying with the following specifications:

Electric Start

Three Cylinder 35.5 HP (26.47kw) @ 3000 RPM

3.54" (90 mm) Stroke

Constant Speed Mechanical Governor

91.53 cu. in. (1.51) Displacement

Full Flow Oil Filter

3.30" (84 mm) Bore

22 to 1 Compression Ratio

Water Cooled

Engine Shutdown Package (low oil pressure & high temperature)

FUEL CAPACITY

The melter shall have a 32 gallon (121 l) diesel fuel tank for operation of the entire unit. The unit will be capable of operating for a minimum of 12 hours on one tank of fuel. The tank shall be equipped with full length sight gauges for fuel level indication protected in a steel cover.

AIR COMPRESSOR

The melter shall be equipped with a 53.8 cfm (1525 l/m) @ 100psi (6.89 bar), Rotary Vane Air Compressor. The compressor shall be driven hydraulically and the air pressure is controlled by a continual intake valve modulation which adjusts the air flow to increase or decrease depending on the user's demands. The compressor has an integral torroidal cooler to maintain proper oil temperature, along with a high temperature shutdown switch for safety. The unit shall also be equipped with a self-contained air to oil hydraulic cooler with an electric switch to turn on/off the cooling fan. The noise level which the compressor puts out is 78 dba @ 1 meter.

PAINT

All painted surfaces shall be coated with DuPont two-part epoxy primer and DuPont two-part urethane paint applied by DuPont certified painters.

OPTIONS (X if to be included:)

2 5/16 inch Ball Hitch

2 inch Pintle Hitch

Sealant Tip Adapter

3 inch Pintle Hitch

V-shaped Squeegee (Qty. ___)

3 inch Applicator Disk

Cold Air Lance

1/2 inch Round Sealing Tip

Extra Electric Hose

Hot Air Lance

Lockable Battery Cover

Extra Hydraulic Filter

Auto Loader

Lockable Engine Cover

Fire Extinguisher Mounted on the Trailer Frame

Hydraulic Oil Sight Gauge

Mast Mounted Strobe Light

Tool Box

Overnight heater

Custom Paint

Hitch Extension, 29"

Hitch Extension, 34"

TRAINING

An authorized, factory-trained representative will be made available for a full day of training at a facility designated by the bidding agency. At this training session a complete operational, mechanical and safety overview will occur. The CD manual will be viewed and discussed with all concerned personnel. Additionally, the representative will be available at that time for "on the job" safety and field training.

SAFETY AND TRAINING MANUALS

A written Safety Manual will be provided to the bidding agency.

PARTS

Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.

AWARD

Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner. Prior to award the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacture and deliver equipment on time as required. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.

WARRANTY

The manufacturer shall warranty the equipment for one year or as otherwise noted in the manufacturer's standard warranty policy.

QUALIFICATIONS OF BIDDERS

No bid will be considered unless the bidder can meet the following conditions:

1. That it has in operation a parts/service location and keeps a sufficient stock of parts on hand at all times.
2. That it is bidding upon the stock model chassis that meets the requirements of the specifications without material changes or modifications. The model is regularly advertised and sold as having a capacity of not less than called for herein. The bidder has been engaged in the manufacture of equipment of the type bid upon for at least twenty-four months.

APPROVED EQUAL

The approved make and model for this specification is a Crafcro Super Shot 125 Diesel Fueled Melter Applicator with Compressor for crack sealing. Bidders offering to supply other than the approved make and model must supply a detailed description of the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration to verify that their unit complies with all specification requirements before their bid will be considered.

Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.

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: N/A

Signed: _____

Date: _____

Title: _____

RFQ No. _____

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: DJL Material & Supply, Inc.

Authorized Signature: [Signature] Date: 2/21/2013

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 21 day of February, 2013.

My Commission expires April 1, 2014.



Melinda Patterson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/2014

NOTARY PUBLIC Melinda Patterson

Purchasing Affidavit (Revised 07/01/2012)

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