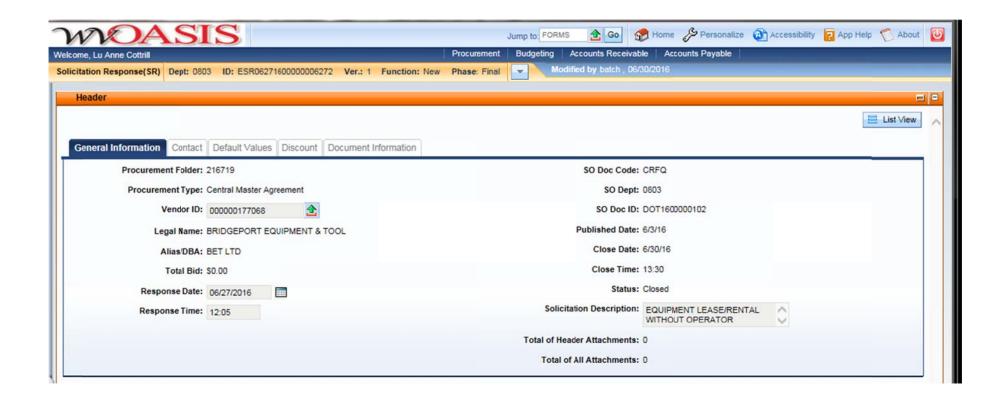


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026 Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia Solicitation Response

Proc Folder: 216719

 $\textbf{Solicitation Description}: \ \ \textbf{EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR}$

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-30 13:30:00	SR 0803 ESR06271600000006272	1

VENDOR

000000177068

BRIDGEPORT EQUIPMENT & TOOL

BET LTD

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

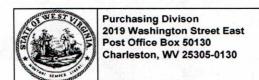
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #	
72141702				

Extended Description:

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR

Vendor should enter \$0.00 in the Oasis Commodity line. Vendor shall enter pricing for items being bid on Exhibit A Pricing page.



State of West Virginia **Request for Quotation** 12 - Equip. Rental

Proc Folder: 216719

Doc Description: EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation	on No	Version
2016-06-03	2016-06-30 13:30:00	CRFQ	0803 DOT1600000102	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

BRIDGEPORT EQUIPMENT AND TOOL 1504 OAKHURST DRIVE CHARLESTON, WV 25314 304-659-2917

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802

misty.m.delong@wv.gov

Signature X

FEIN# 38-1800484

DATE 6/27/2016

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

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, without Operator, for use at WV Division of Highways' locations throughout the State of WV.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LO AS INDICATED BY OR		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City WV 99999	
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	0.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #	
72141702				
12141102				

Extended Description:

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR

Vendor should enter \$0.00 in the Oasis Commodity line. Vendor shall enter pricing for items being bid on Exhibit A Pricing page.

SCHEDULE	OF EVENTS	
Line	Event	Event Date
1	Technical Questions Due	2016-06-13

	Document Phase	Document Description	Page 3
DOT1600000102	Final	EQUIPMENT LEASE/RENTAL WITHOUT	of 3
		OPERATOR	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

JON KITTS	RENTAL MGR.
(Name, Title)	
JON KITTS	RENTAL MGR.
(Printed Name at 1504 OAKHU	nd Title) RST DRIVE, CHARLESTON, WV 25314
(Address) 1-866-953-	3373 1-304-659-3276
(Phone Number)	/(Fax Number)
jkitts@	bridgeportequip.com
(email address)	4 B

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

BRIDGEPORT EQUIPMENT AND TOOL	
(Company)	
Mondel A Gardner RONALD A. GARDNER SALES	
(Authorized Signature) (Representative Name, Title)	
RONALD A. GARDNER SALES	
(Printed Name and Title of Authorized Representative)	
6/27/2016	
(Date)	
304-659-2917 304-659-3276	
(Phone Number) (Fax Number)	

	Equipment Offered f	ease/Rental Rate of Equipmer Without Delivery/ Without Operator			Equipment Delivery Fee		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radious 360 degrees Boom Rotation @ level position	Altec	Altec 50' bucket AA55E-N	450	1,650	4,500	100	7
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position	Altec	Altec 40' bucket TA40	350	1,500	3,500	100	7
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position	Altec	Altec bucket AA55E-MH	450	1,650	4,500	100	7
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 RECYCLER KM T-2 or similar							
ASPHALT RECYCLER Self Loading - Stepp SRM 10x120 or similar	×						
ASPHALT RECYLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachment; min. 185 hp, app. 8,500 lb. wt. capable of grinding and remixing up to 12" deep and 48" wide							

	Equipment Offered fo	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi	
pavement and base.					W. T			
ASPHALT RECYLING ATTACHMENT					10 Tolks			
Zipper or similar			A V				Who give	
ASPHALT REMOVAL/RECYCLER								
Benedetti or similar to			The same of					
AUGER							717	
Track Mtd.								
AUGER								
Truck Mtd.								
BACKHOE								
Crawler Mech./Hyd. 0.75 Cyd.							19	
24,000 lbs 28,000 lbs. Working Weight	The state of the s						11.00	
BACKHOE								
Crawler Mech./Hyd. 0.75 Cyd.		and the second			BULL .			
29,000 lbs 35,800 lbs. Working Weight				Marin Control				
BACKHOE				TOTAL TOTAL				
Crawler Mech./Hyd. 1.00 Cyd.	선 얼마 그리지 않아요!			NEW CONTRACTOR	Section 1	1 1		
36,000 lbs 40,000 lbs. Working Weight								
Attachment: Grapple					5 -			
BACKHOE			1		17.00			
Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP								
42,700 lbs 45,900 lbs. Working Weight			4	- 1		7		
BACKHOE (HY-RAM)				190				
Crawler 2,000 ft./lbs. min.				1				
24,400 lbs 35,800 lbs. Excavator Size								
BACKHOE (HY-RAM)	12.4							
Crawler 2,000 ft./lbs. min.					1			
36,000 lbs 42,900 lbs. Excavator Size								

	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmen Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi.
Attachment: Grapple	ALCOHOL:	The State of the Control					
BACKHOE (HY-RAM)							
Crawler 2,000 ft./lbs. min.							
43,000 lbs 60,000 lbs. Excavator Size						11.11	
BACKHOE (HY-RAM)							
Crawler 2,000 ft./lbs. min.				-			
61,000 lbs 80,000 lbs. Excavator Size							
HYRAM ATTACHMENT ONLY	ATLAS COPCO	ES80	300	1,000	2,400	50	7
2,000 ft./lbs. min	ATLAS COPCO	L300	300	1,000	2,400	00	,
BACKHOE							
Crawler with a thumb							le VIII
BACKHOE LOADER	John Deere	310SK	300	800	2,400	85	7
Rubber Tired 55-85 DHP	John Deere	310010	300	000	2,400		
BACKHOE LOADER (HY-RAM)	ATLAS COPCO	ES80	300	1,000	2,400	50	7
Mtd. Hyd. Breaker 55-85 DHP D	ATEAS COT CO	2000	500	1,000	2,100		
BACKHOE LOADER (HO-RAM)					/spirit	4	
Mtd. Air Breaker 1,000 ft./lbs. min.							3
BACKHOE LOADER TRACTOR - Compact	John Deere	4120W/BACKHOE	250	750	2,000	50	6
Rubber Tired 20-30 HP max. height - 83"	John Deere	TIZOWIDACKIOL	200	700	2,000		
BASE WIDENER SP					1		
Shoulder Stone							4
BRUSH CHIPPER - up to 49 hp	VERMER	BX1000CL	260	1,175	4,700	50	6
Cutting size - 12" in diameter.	VERIVIER	BATOOOCL	200	1,170	4,700	00	
BRUSH CHIPPER - from 50 hp to 85 hp	VERMER	BX1000CL	260	1,175	4,700	50	6
Cutting size - 12" in diameter.	VEINVIEN	D/10000L	200	1,170	7,100	- 00	Ü
BULLDOZER	John Deere	450	450	900	2,700	85	6
Crawler GD 65 -75 DHP D	JOHN DECIE	100	-100	500	2,100		Ü
BULLDOZER	John Deere	650	600	1 800	4 200	100	6

	Equipment Offered t	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi.	
Crawler GD 80 -90 DHP D	John Decie	000	000	1,000	4,200	100		
BULLDOZER Crawler GD 100 -120 DHP D	John Deere	700	800	2,400	6,500	400	7	
BULLDOZER Crawler GD 130 -140 DHP D	John Deere	750	1,000	3,000	7,500	400	7	
BULLDOZER Crawler TC 150 - 250 EHP D	John Deere	850	1,500	4,000	9,000	400	7	
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D	John Deere	1050	3,000	9,000	18,500	400	7	
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D								
CHIP SPREADER SP								
COLD MILLING - Stabilizer/Recycler BOMAG MPH 364 R-2 or similar				1.7				
COLD MILL PLANER Self Loading - 2'					1,3		163	
COLD MILL PLANER Self Loading - 4'			- J.	4-4				
COMPRESSOR 125 - 160 CFM Portwhl.	ATLAS COPCO	XAS 185	100	300	600	50	5	
COMPRESSOR 170 - 210 CFM Portwhl.	KAESER	MOBILAIR M57	100	300	600	50	5	
COMPRESSOR 250 - 300 CFM Portwhl.								
COMPRESSOR 350 - 375 CFM Portwhl.	ATLAS COPCO	XAS 400	225	650	1,500	50	5	
COMPRESSOR			1					

	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer. Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi
600 CFM Portwhl.							
COMPRESSOR	ATLAS COPCO	XAS 850	350	1.050	3,150	50	5
700 - 800 CFM Portwhl.	ATEAS COLCO	AAG 000	330	1,030	3,130	30	3
CONCRETE MIXER							
Trk. Mtd. 6.0 Cyd.					egy = 2" = 1		
CONCRETE SAW					No. of Late Aug		
Full Depth CAP - 24" Blade							
CONCRETE SAW	DIAMOND PRODUCCTS	CC6571D	200	600	1,800	50	5
12 1/2" Maximum Depth of Cut - 30" Blade	DIAMOND PRODUCCTS	CC037 ID	200	000	1,000	50	5
CONCRETE SAW	DIAMOND PRODUCCTS	CC6571D	200	600	1,800	50	5
15" Maximum Depth of Cut - 36" Blade	DIAMOND PRODUCCTS	CC0371D	200	000	1,000	30	3
CONCRETE VIBRATORY SCREED							
Air Powered - 36 ft. max.							- 2
CONVEYER							
Port. Elev. W/Dumpster 2T min. @ 32 ° - Incline 18"Wx60'L					1 5		4.77
PTO Gas or Diesel Engine Self-Elev.							
CRACK SEALING MACHINE			100			1 1 1	
Trlr. Mtd. Dbl. Drum, 100 - 125 GLN. D					of the		
CRACK SEALING MACHINE						1	
Trl. Mtd. DblBoiler Type, 250 GLN Diesel							
with Pump on Demand Features							
CRACK SEALING MACHINE							
Trl. Mtd. DblBoiler Type, 250 GLN Diesel							
with Pump on Demand Features and 53.8 CFM Compressor	New York						
CRACK SEALING MACHINE							
Trl. Mtd. DblBoiler Type, 250 GLN Diesel	+ 1						
with Pump on Demand Features and 70 CFM Compressor				19 1		"	
CRANE 10 T Hyd.							

	Equipment Offered fo	ease/Rental Rate of Equipmer. Without Delivery/ Without Operator			Equipment Delivery Fee		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Trk. Mtd. min. 18' Bed		La de la S					
CRANE 12 - 1/2 T Hyd.				1 × 1 × 1		Town Mark	
Trk. Mtd. min. 18' Bed			W San A				
CRANE 14 T Hyd.			100	1 1 1 1	4		
Trk. Mtd. min. 18' Bed	그렇게 되는 말이 됐어요? 그리다.				100	San Fee	
CRANE 15 - 25 T		Y 1					
Hyd. Rough Terrain			1				
CRANE 20 - 25 T							
Cable D Crawler	And the second of the second		н				He reason
CRANE 25 - 30 T							
Cable, Trk. Mtd. G							EAST 1
CRANE 30 T Hyd.					=0		
CRANE 35 T Hyd.		- h					
CRANE 40 T Hyd.				100			
CRANE 50 T Hyd.			N. 14				
CRANE 15 - 20 T							
Truck Mounted Boom					156		
CRANE 21 - 25 T				Track places			
Truck Mounted Boom	The State of the S			10,000	4 5		
CULVERT CLEANER	- V - 1						
Trk. Mtd. min. 1,500 gal. tank , 1,400 PSI min.	- 11 1				¥ 1000	4 1	
CULVERT CLEANER	1 2 2						
Trk. Mtd. 65 - 80 GPM 2,000 PSI min.				10			
DITCH WITCH	VERMER	1050	450	1 350	4.050	50	5

	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer. Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi
EQUIPMENT TRAILER		Telephone I					
10,000 lbs or less, tilt style deck	QUALITY	SKID STEER TILT	150	450	1,350	50	5
16ft - 18 ft length to attach to a pintle hitch				1			
EQUIPMENT TRAILER		11 12			18 S 18 1		
12,000 lbs - 14,000 lbs, tilt style deck	CARRY-ON	7X16GW2BRK	150	450	1,350	50	5
16ft - 18 ft length to attach to a pintle hitch				1 1			the same
EQUIPMENT TRAILER							
14,000 GVWR	CARRY ON	7//40//0500750					
16' + 2' dovetail, with 24" wide x 60" wide long stand-up	CARRY-ON	7X16HDEQDTFR	200	500	1,500	50	5
ramps with support leg and stand-up bar, spring assisted	그 씨는 아이들이 됐는데 뭐 없다.		4.		7 1		
EXCAVATOR - TELEBOOM					15		
Track Mtd. SP 0.5 Cyd. D		111			v	1 1-,11	May 1
EXCAVATOR - TELEBOOM						75 . 9	
Truck Mtd. SP 0.5 Cyd. D	14.00 Page 1		-			"	
EXCAVATOR	IOUN PEEDE IMALIOES	4000			3 USB 7	edfor a	1067
w/McMillen extreme duty earth auger or similar	JOHN DEERE W/AUGER	160G	600	1,800	5,400	100	7
EXCAVATOR	MACKED	000		105	4.005		
Mini-Hyd. Track Mtd. 2,600 lbs. max.	WACKER	803	145	435	1,305	50	5
EXCAVATOR	JOHN DEERE	000	400	500	4.740	50	_
Mini-Hyd. Track Mtd. 6,500 lbs. max.	JOHN DEERE	26G	190	520	1,710	50	5
EXCAVATOR - 1/8 Cyd. 30 HP	IOUN PEEDE	250	0.45	705	0.000	=0	_
D Track Width 5' out-to-out	JOHN DEERE	35G	245	735	2,200	50	5
EXCAVATOR - 1/5 Cyd. 44 HP	JOHN DEEDE	500	075	005	0.050	50	0
11,000 lbs. Track Width 6' out-to-out	JOHN DEERE	50G	275	825	2,650	50	6
EXCAVATOR - 1/4 Cyd. 55 HP	IOUN PEEDE	600	205	4.050	0.050	50	^
D 14,000 lbs. Bucket, Track Width 6' out-to-out	JOHN DEERE	60G	325	1,050	2,950	50	6
EXCAVATOR ATTACHMENT							

	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. M
Plate compactor for 15,000-20,000 lb excavator					THE RESERVE	SA TOWN	
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator	ATLAS COPCO	ES80	300	1,000	2,400	50	5
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum							
FORCE FED LOADER Athey Loader or similar							
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.							
GRAPPLE ATTACHMENTS for Skid Steer Loaders 72" - 78" attachments	JOHN DEERE	GS72	140	420	1,260	50	5
HAMMER (DELMAG) PILE-D. D8-22							
HIGH FLOW SKID STEER	JOHN DEERE	332E	275	825	2,475	85	6
Attachment: Broom	JOHN DEERE	BA72	180	540	1,620	50	5
Attachment: Bucket	JOHN DEERE	72	20	40	120	50	5
Attachment: Broom Bucket	JOHN DEERE	BR72	180	540	1,620	50	5
Attachment: Auger of any diameter	JOHN DEERE	PA30	100	300	900	50	5
Attachment: 1' - 5' Milling Planer	JOHN DEERE	CP12	300	900	2,700	50	5
Attachment: Trencher of any width	JOHN DEERE	TR48B	175	525	1,575	50	5
HYDRO-SEEDER					311		
HYDRO-SEEDER							100
Trk. Mtd. 1,500 - 2,500 Gal.		100		1 - 1		- 4	9,
JOINT SEALER					100		
3 Cylinder, Tandum Dual 2 Axle, Vat. Cap 200 Gal.					1	=	
Double Boiler Type Tank - opening 16"x24"		75. 9			_ "		
Maximum Heat Input - Diesel 290,000 BTU							

	Equipment Offered t	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.	
Incl. Full Sweep Mixer with 2 horizontal paddles								
LIGHT TOWERS PORT. 4 - 1,000 watt bulbs	WACKER	LTN6L	110	225	500	50	5	
LOWBOY			1 18	on 2 '1.	1 Y - 1			
with two drops in deck height - min 35 T	LANDOL	855-53	700	1,900	3,000	100	7	
MANLIFT SP 40 ft.	JLG	400S	350	650	2,000	85	6	
MANLIFT SP 60 ft.	JLG	600S	425	950	2,600	85	6	
MANLIFT SP 80 ft.	JLG	800S	600	1,400	4,200	100	7	
MANLIFT SP 125 ft. minimum to 135 ft. maximum	JLG	135	1,500	4,200	8,500	400	7	
MESSAGE SIGN - PROGRAMMABLE		VV			9-9			
MILLING PLANER SKID STEER	JOHN DEERE	332E	275	825	2,475	50	5	
Attachment: Broom	JOHN DEERE	BA72	180	540	1,620	50	5	
Attachment: Bucket	JOHN DEERE	72	20	40	120	50	5	
Attachment: Broom Bucket	JOHN DEERE	BR72	180	540	1,620	50	5	
Attachment: Auger of any diameter	JOHN DEERE	PA30	100	300	900	50	5	
Attachment: 1' - 5' Milling Planer	JOHN DEERE	CP12	300	900	2,700	50	5	
Attachment: Trencher of any width	JOHN DEERE	TR48B	175	525	1,575	50	5	
MORTAR MIXER 6 CF 5 HP G	MULTIQUIP	WM70PH5	65	195	585	50	5	
MOTOR GRADER 35,000-45,000 lbs. class					1 50			
PATCH TRAILER DuraPatcher or similar								

	Equipment Offered t	ease/Rental Rate of Equipmen Without Delivery/ Without Operator			Equipment Delivery Fee		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
PATCH TRUCK							
DuraMAXX or similar	As - First Section	A STEEL NO.		3 115 20 0		The second	
PAVER - HOT MIX ASPHALT					14.5	A W	
Rubber-tired Paver						3 37	
PAVER - HOT MIX ASPHALT					n 2009	ALC: N	
Track Paver						4	
POLY PATCHER II or simliar							W
Double-boiler type mixer, Trl Mtd.							
ROCKDRILL - SP			9 1	100	177 13	1 1	
Hyd. Excav./Boom Mtd. 3" Holes/20" deep min.		*					(* * * * * * * * * * * * * * * * * * *
ROCK HAMMER FOR EXCAVATOR	IOUN PEEDE	111100	000	000	4.000	50	
5000-7000 lbs. class	JOHN DEERE	HH60	200	600	1,800	50	5
ROCK WAGON	IOUN PEEDE	2000	4.000	0.500	40.000	400	
20 -30 T	JOHN DEERE	300D	1,200	3,500	10,000	400	7
ROLLER			7			- 1 N	e i sel
5 Ton with 2 steel drums	100			H H L	4.97		
ROLLER							
10-15 Tons with 2 steel drums						186	. 34 3
ROLLER		7 5 7 7				T4 (- 4)	
5 - 6 T PNEUTR TOW/Trk. Mtd.	THE STATE OF THE S		1				
ROLLER		1 1 2				- x	
10 T PNEUTR			1 48 1				
ROLLER	DVALABAG	0.145005	0.00				
7-15 T PNEUTR, Articulated	DYNAPAC	CA1500D	350	1,200	3,400	100	7
ROLLER SP						7	
PNEUTR - 10K GVW G					14. 2		
ROLLER SP			1 2				
PNEUTR - 20K GVW G				A	¥*		

	Equipment Offered f	ease/Rental Rate of Equipmen Without Delivery/ Without Operator			Equipment Delivery Fee		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi.
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Appox. 2.5ft W x 8.3 ft L	WACKER	RTXSC2	150	450	1,500	100	7
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D		Harrie Harris					
SCREENERS, Material Mobile - Diesel							
SHADOW TRUCK w/Attenuator min. 30,000 GVW				1, P			
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth			3				
SPRAY PATCHER Self-contained, Trl Mtd, spray-injection machine Self-supporting, rear mounted tri-fold articulating boom with fully counterweighted arm. Radius: Min 20'-10". Vert.Stroke: 5' - 2' below pavement level.					p		
STABILIZER (BO-MAG) SP 250 HP min.				70.4			
STRAW / MULCH BLOWER Trk. Mtd.	KINCAID	20	110	330	990	50	5
STREET SWEEPER SP 3.0 Cyd. (min.)			0		i els		
STREET SWEEPER SP 8.0 Cyd. (min.)							
STREET SWEEPER Trlr. Type	#			- T		x Vi	

	Equipment Offered for Lease/Rental		ease/Rental Rate of Equipmer. Without Delivery/ Without Operator			Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$/Month	1st Mile	Add. Mi.
STREET SWEEPER - HYDROSTATIC							
Elgin Pelican III or similar			3				Sec. 1
STREET SWEEPER - Towable						100	
Self-Propelled							
STREET SWEEPER - Truck-Mounted				- F			
4.0 C.Y. Min. hopper cap., water-spray system for dust control	1				1746 2 1 E . 56		
Side/curb brooms & rear/center broom, 11,000 lbs - 33,000 lbs		70		1000			
TRACTOR	IOUN PEEDE	04055	400	4.000	0.000		_
John Deere 6200 or similar	JOHN DEERE	6105E	400	1,200	3,600	100	7
Boom Mower Attachment to be used with the above Tractor	TRI TECH	TT-17 50R	550	1,650	3,600	100	7
Flail Mower Attqachment to be used with the above Tractor	TRI TECH	TT-75 SF	450	1,200	3,300	100	7
Sicklebar Mower Attachment to be used with the above Tract	or						
TRAILER	CARRYON	ZVACUIDEODTED	200	500	4.500		-
6 tons with ramps, minimum 18' length, 8.5' width	CARRYON	7X16HDEQDTFR	200	500	1,500	50	5
TRAILER - LowBoy							
35 - 50 ton - pony motor, self contained hydraulics	Aller A Comment	B. Janes					
TRAFFIC SIGNALS - PORT				1 × × 1			
2 Phase Operation D/E			1. 1.5	7		VI.	
TRENCH PAVER					- II II I		
Base Widening Machine							1 1
TRUCK - Heavy Industrial			4				
2 Axle Steel Bed		95		-7			
TRUCK - Heavy Industrial							
3 Axle Steel Bed							
TRUCK - Heavy Industrial					5		
4 Axle Steel Bed		W. E					
TRUCK - Heavy Industrial	The state of the s						
5 Axle Steel Bed			100	24			

	Equipment Offered fo	ease/Rental Rate of Equipmen Without Delivery/ Without Operator			Equipment Delivery Fee		
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi
TRUCK - Heavy Industrial		75					
2 Axle Aluminum "V" Bed			Sulvivia Con				1993. pt
TRUCK - Heavy Industrial			Toko -		10.0		
3 Axle Aluminum "V" Bed		the state of the				Late.	Sein.
TRUCK - Heavy Industrial				S 10			
4 Axle Aluminum "V" Bed	where the comment		1 0			Ball I	
TRUCK - Heavy Industrial					11		119.11
5 Axle Aluminum "V" Bed						74 00 03	
TRUCK - Water			4		TOUR THE		
Tanker - min 1500 gallons							5 15
UNDERBRIDGE PLATFORM		A A S			911		
Trailer Mtd., Hyd. SP Min. 20 ft. horizontal reach					Len.		
UNDERBRIDGE PLATFORM			N.				
Trailer Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM							100
Trailer Mtd., Hyd. SP Min. 40 ft. horizontal reach							er Ti
UNDERBRIDGE PLATFORM			-2.1		1 - W		
Trailer Mtd., Hyd. SP Min. 50 ft. horizontal reach				149 14			White the second
UNDERBRIDGE PLATFORM							
Trailer Mtd., Hyd. SP Min. 60 ft. horizontal reach							
UNDERBRIDGE PLATFORM	4.0	111 /12					
Truck Mtd., Hyd. Min. 23 ft. horizontal reach							
(driver to be included)							
VACUUM/SPRAY UNIT	4.1						
Trk. Mtd. min. 1,000 gal. tank min. 60 gpm							
4 ft. teleboom w/swivel/rotating hose reel						91	
VACUUM/STREET SWEEPER	12 12	7, -	The second				
Self-Propelled, 4 Cyd., Gas, 5 ft wide path				- 1		lyDI	

	Equipment Offered f	or Lease/Rental	w	ntal Rate of Equipment thout Delivery/ thout Operator		Equipment Delivery Fee	
Equipment Description	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
VAN - BOX		The second	18 14 14			G. 27 %	la la
21,000 or greater		Franklin Tellin	35	-20			
VIBRATORY ROLLER with Water	ATLAS COPCO	CC1200	250	750	2,250	50	5
4 - 5 ton Steel Double Drum	ATEAS COPCO	CC 1200	230	730			
VIBRATORY ROLLER with Water							
8 - 10 ton Steel Double Drum						1.	
WATER PUMPS - 3"	WACKER	PT3A	65	180	525	50	5
w/SUCTION & DISCHARGE HOSES	WACKER						
WATER PUMPS - 4"	WACKER	PT4A	80	225	650	50	5
w/SUCTION & DISCHARGE HOSES	WACKER						
WATER PUMPS - 6"	MULTIQUIP	MQ62TDD	185	600	1,800	50	5
w/SUCTION & DISCHARGE HOSES	MOLTIQUIF					50	
WATER PUMPS - 12"				1- 1- 1-			
w/SUCTION & DISCHARGE HOSES					7		
WORK PLATFORM SP				41			
SL 25' High Platform 1,500# CAP					E		
WORK PLATFORM SP						V .	
SL 35' High Platform 1,500# CAP					U.S.		

SPECIFICATIONS

- 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, without Operator, for use at WV Division of Highways' locations throughout the State of WV.
- 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 contained in wvOASIS or attached hereto as Exhibit A used to evaluate the Solicitation responses.
 - **2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "Lease/Rental" or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, without Operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
 - 2.6 "Contractor", "Vendor" or "Equipment Owner" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, 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 Standard Specs.

A complete hard copy of the Standard Specs 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

A complete electronic copy of the Standard Specs may be obtained by sourcing: 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 Equipment Offered, without Operator, for Lease/Rental: The Vendor shall lease/rent equipment, without Operator, to the WVDOH per the day, week and/or month per Section 3.2.3.
 - 3.2.1.1 The Pricing Page shall provide a description of each piece of equipment that the WVDOH is requesting. Vendor should provide the proposed piece of equipment by listing the Manufacturer's Name, Model Number and Serial Number, where applicable, as instructed in Section 4.2 of these specifications for each piece of equipment proposed.
 - 3.2.2 Mobilization: To meet the immediate needs of the WVDOH, when a Vendor is required to deliver needed equipment, Vendors shall deliver needed equipment upon notice by the WVDOH, per Section 6.1 of these specifications, assembled and ready to operate to any location or locations as designated by the WVDOH on a Delivery Order. This may include weekends and/or holidays. Pricing 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. Vendor shall bid the cost of delivery of the

equipment for the first mile and the cost for any additional miles after the first mile. Delivery/Mobilization fees shall be calculated and paid one-way only by the WVDOH from the Vendor's storage location to the WVDOH project site. When the Vendor has multiple projects or the equipment is traveling from WVDOH location or project to project, additional miles only will paid from project to project or from the Vendor's storage location to the project, whichever is less mileage. The WVDOH will provide the location for delivery of the leased/rented equipment to the Vendor on a Delivery Order.

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 located in Charleston, WV. 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 "Google Maps" or a similar source for routing from the equipment owner's location of the equipment to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH job site.

3.2.3 Lease/Rental Period: Quoted rates for leased/rented equipment, without Operator, shall be for lease/rental days, weeks and/or 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.

3.2.4 Maintenance, Down Time and Risk of Loss:

- 3.2.4.1 Maintenance: At its own expense, the WVDOH shall only provide fuel, oil and other lubricants, which are necessary for the operation, maintenance and use of the equipment leased/rented from this contract. 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 a defect existing in such equipment at the time of delivery by the Vendor to the WVDOH or if the need for such replacement or repair resulted from normal usage. The WVDOH shall replace or repair any part of said equipment which shall be come 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.
- 3.2.4.2 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.
- 3.2.4.3 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 Delivery Order and its acceptance by the WVDOH according to Section 6.1.1 of these specifications and the terms and conditions hereinafter set forth. The Vendor shall be responsible for any loss to 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.

http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=17&art=3§ion=4#03

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.

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 and Information Attachment form: Vendors may bid any or all items on the Pricing Pages.

Vendors should submit their proposed pricing for each item bid as daily, weekly and/or monthly pricing along with the delivery fee on the Pricing Pages. Proposed pricing submitted in any other form other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety.

Vendors should submit a description of the proposed equipment for each item bid on the Pricing Page. This information should include the Manufacturer's Name, Model Number and Serial Number, where applicable.

Multiple pieces of equipment can be proposed/identified on one Pricing Page whether pricing is the same or varying prices.

The Information Attachment form shall identify the Vendor's base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent physical street address, city and state for the base location. If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified.

Also, the Vendor shall identify the counties serviced on the Information Attachment Form.

Failure to provide this information on the Pricing Pages and the Information Attachment Form for each item bid may result in disqualification of award to the Vendor for that particular item or the bid in its entirety.

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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: misty.g.delong@wv.gov.

4.3 Contract award transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery

Order issued toward the 2015 Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2015 Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2015 Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

5. ORDERING, INVOICING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

At the time of need, the selection method to determine the low-bid Vendor per project, the WVDOH will calculate the cost of leasing/renting the equipment plus the cost of delivery of said equipment from the Vendor's base location to the WVDOH job site and award the Delivery Order 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 Delivery Order.

An example: Lease/Rental of an Aerial Bucket Truck for three days, 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 Delivery Order. As explained in the preceding paragraphs, the Delivery Order 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 Delivery Order 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 Delivery Order 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 3.2.3 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.
 - 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 on the Delivery Order 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. 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.

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 Delivery Order, 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 Delivery Order 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.
- 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 3.2.2 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, the WVDOH will return the leased/rented 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. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default:
 - 7.2.1 Immediate cancellation of the Contract.

- 7.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.
- 8.3 Inspection of Equipment: The Vendor shall have the right, during normal 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 the lease/rented equipment.
- 8.4 Damage beyond the 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

8.8 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:	JON KITTS
Telephone Number:	1-866-953-3373
Fax Number:	1-304-659-2917
Email Address:	jkitts@bridgeportequip.com

Information Attachment

Base Location:

The Vendor shall identify the base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	
BRIDGEPORT EQUIPMENT AND TOOL 435 W. MYLES AVE.	
PENNSBORO, WV 26415 Vendor Base Location:	
BRIDGEPORT EQUIPMENT AND TOOL 1200 S. BRIDGE STREET	
NEW MARTINSVILLE, WV 26155 Vendor Base Location:	
BRIDGEPORT EQUIPMENT AND TOOL 1504 OAKHURST DRIVE CHARLESTON, WV 25314	

Counties Bid:

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

	STATEWIDE				
×	Barbour	X	Kanawha	X	Pocahontas
X	Berkeley	X	Lewis	X	Preston
X	Boone	X	Lincoln	X	Putnam
Ý.	Braxton	X	Logan	X	Raleigh
X	Brooke	χ	McDowell	X	Randolph
X	Cabell	i v	Marion	X	Ritchie
X	Calhoun	×	Marshall	X	Roane
X	Clay	X	Mason	X	Summers
V	Doddridge	X	Mercer	X	Taylor
X	Fayette	X	Mineral	X	Tucker
χ	Gilmer	X	Mingo	X	Tyler
Ý	Grant	V	Monongalia	X	Upshur
V	Greenbrier	X	Monroe	X	Wayne
X	Hampshire	X	Morgan	X	Webster
Y	Hancock	1	Nicholas	No.	Wetzel
X	Hardy	X	Ohio	Y	Wirt
X	Harrison	X	Pendleton	3	Wood
V	Jackson	X	Pleasants	(i) Y	Wyoming
V	Jefferson	X			- 1

Information Attachment

Base Location:

The Vendor shall identify the base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	1 8
BRIDGEPORT EQUIPMENT	AND TOOL
96 OUTDOOR PLAZA	
RIPLEY, WV 25271 Vendor Base Location:	
BRIDGEPORT EQUIPMENT 6777 MERRICK CREEK RO	
HUNTINGTON, WV 25702 Vendor Base Location:	
BRIDGEPORT EQUIPMENT 500 HALL STREET	AND TOOL
BRIDGEPORT, OH 43912	

Counties Bid:

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

	STATEWIDE				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
X	Barbour	X	Kanawha	X	Pocahontas
X	Berkeley	X	Lewis	X	Preston
X	Boone	X	Lincoln	X	Putnam
X	Braxton	×	Logan	X	Raleigh
X	Brooke	X	McDowell	X	Randolph
X	Cabell	X	Marion	X	Ritchie
X	Calhoun	X	Marshall	X	Roane
X	Clay	X	Mason	X	Summers
X	Doddridge	X	Mercer	X	Taylor
X	Fayette	X	Mineral	X	Tucker
X	Gilmer	X	Mingo	X	Tyler
X	Grant	X	Monongalia	X	Upshur
X	Greenbrier	X	Monroe	X	Wayne
X	Hampshire	X	Morgan	1	Webster
X	Hancock	X	Nicholas	X	Wetzel
7	Hardy	X	Ohio	Y	Wirt
X	Harrison	X	Pendleton	X	Wood
X	Jackson	1	Pleasants	X	
7	Jefferson				

Information Attachment

Base Location:

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Vendor Base Location:	
BRIDGEPORT EQUIPMENT A 15 ACME STREET	AND TOOL
MARIETTA, OH 45750 Vendor Base Location:	
BRIDGEPORT EQUIPMENT 3 34203 STATE ROUTE 7	TOOL
POMEROY, OH 45769 Vendor Base Location:	
BRIDGEPORT EQUIPMENT 668 PINECREST DRIVE	AND TOOL
BIDWELL, OH 45614	

Counties Bid:

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

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

Information Attachment

Base Location:

The Vendor shall identify the base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

2 1
OOL
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Counties Bid:

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

ST	ATEWIDE				
💢 Ba	rbour	X	Kanawha	X	Pocahontas
	rkeley	X	Lewis	X	Preston
X Bo	one	X	Lincoln	X	Putnam
× Bra	axton	X	Logan	X	Raleigh
× Bro	ooke	X	McDowell	X	Randolph
メ Ca	bell	X	Marion	X	Ritchie
X Ca	lhoun	X	Marshall	X	Roane
X Cla	ay	X	Mason	X	Summers
	ddridge	X	Mercer	X	Taylor
	yette	X	Mineral	X	Tucker
X Gil	mer	X	Mingo	X	Tyler
X Gr	ant	X	Monongalia	X	Upshur
✓ Gr	eenbrier	X	Monroe	X	Wayne
	mpshire	X	Morgan	X	Webster
-	incock	X	Nicholas	X	Wetzel
	ardy	X	Ohio	X	Wirt
	arrison	X	Pendleton	X	Wood
-1	ckson	X	Pleasants	X	Wyoming
	fferson				

WV-10 Approved / Revised 12/16/15

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 Vendor Preference, if applicable.

	ing the date of this certification; or,	for the reason checked: ad continuously in West Virginia for four (4) years immediately preced- ident vendor and has maintained its headquarters or principal place of				
	business continuously in West Virginia for four (4) ye	ears immediately preceding the date of this certification; n, or corporation with at least eighty percent of ownership interest				
	of bidder held by another entity that meets the app	licable four year residency requirement; or,				
	Bidder is a nonresident vendor which has an affiliate o and which has maintained its headquarters or princip years immediately preceding the date of this certifica	r subsidiary which employs a minimum of one hundred state residents all place of business within West Virginia continuously for the four (4) attion; or,				
2.	Application is made for 2.5% vendor preference Bidder is a resident vendor who certifies that, during working on the project being bid are residents of Wes immediately preceding submission of this bid; or,	for the reason checked: g the life of the contract, on average at least 75% of the employees t Virginia who have resided in the state continuously for the two years				
3.	has an affiliate or subsidiary which maintains its he employs a minimum of one hundred state residents completing the project which is the subject of the baserage at least seventy-five percent of the bidder's	for the reason checked: num of one hundred state residents, or a nonresident vendor which adquarters or principal place of business within West Virginia and a, and for purposes of producing or distributing the commodities or idder's bid and continuously over the entire term of the project, on employees or the bidder's affiliate's or subsidiary's employees are tate continuously for the two immediately preceding years and the				
4.	Application is made for 5% vendor preference for Bidder meets either the requirement of both subdivisi	r the reason checked: ons (1) and (2) or subdivision (1) and (3) as stated above; or,				
<u>5.</u>		who is a veteran for the reason checked: of the United States armed forces, the reserves or the National Guard ne four years immediately preceding the date on which the bid is				
6.	purposes of producing or distributing the commodities continuously over the entire term of the project, on a	who is a veteran for the reason checked: nited States armed forces, the reserves or the National Guard, if, for or completing the project which is the subject of the vendor's bid and verage at least seventy-five percent of the vendor's employees are ate continuously for the two immediately preceding years.				
7. 	dance with West Virginia Code §5A-3-59 and We	ident small, women- and minority-owned business, in accor- st Virginia Code of State Rules. ntract award by the Purchasing Division as a certified small, women-				
requiren	ments for such preference, the Secretary may order the	hat a Bidder receiving preference has failed to continue to meet the Director of Purchasing to: (a) rescind the contract or purchase order; to exceed 5% of the bid amount and that such penalty will be paid to on the contract or purchase order.				
authorize the requ	zes the Department of Revenue to disclose to the Directo	y reasonably requested information to the Purchasing Division and or of Purchasing appropriate information verifying that Bidder has paid oes not contain the amounts of taxes paid nor any other information				
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. BRIDGEPORT EQUIPMENT AND TOOL Bidder: Signed:						
Date:	6/27/2016 T	itle: SALES				

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

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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that 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.

BRIDGEPORT EQUIPMENT AND T	OOL	
Vendor's Name:		
Authorized Signature: Ronald A. Son	<u>Date</u>	6/27/2016
State of		
County of Kit Unie to-wit:	7	41.
Taken, subscribed, and sworn to before me this 2 day	y of Jule	20 14
My Commission expires Mynth 10	, 2019.	
ACCIV CEAL UEDE	NOTARY PUBLIC X	no SiDavis
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC NOTARY PUBLIC OFFICIAL SEAL OFFI		Purchasing Affidavit (Revised 08/01/2015

KENNA S. DAVIS
106 Ray Ave.
Pennsboro, WV 26415
My Commission Expires March 10, 2019