



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1206201
Solicitation Description: Addendum 1:Trencher with Rock Saw and Operator 10-23-B317
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-05-02 14:30	SR 0803 ESR05022300000005503	1

VENDOR
 000000192690
 CARL BELT INC

Solicitation Number: ARFQ 0803 DOT2300000102
Total Bid: 13490
Response Date: 2023-05-02
Response Time: 10:11:55
Comments:

FOR INFORMATION CONTACT THE BUYER

Amber J Heath
 304-414-7105
 amber.j.heath@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Trencher with Road Saw with Operator - Daily	1.00000	DAY	2350.000000	2350.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Trencher with Road Saw with Operator - Daily

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Trencher with Road Saw with Operator - Weekly	1.00000	WK	10200.000000	10200.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Trencher with Road Saw with Operator - Weekly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Delivery Fee 1st Mile	1.00000	MILE	600.000000	600.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Delivery Fee 1st Mile

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Delivery Fee Each Additional Mile	1.00000	MILE	11.000000	11.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Delivery Fee Each Additional Mile

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Overtime Rate - Hourly	1.00000	HOUR	329.000000	329.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Overtime Rate - Hourly



**State of West Virginia
Agency Request for Quote
Equip. Rental**

Proc Folder: 1206201			Reason for Modification: Addendum 1
Doc Description: Addendum 1:Trencher with Rock Saw and Operator 10-23-B317			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-27	2023-05-02 14:30	ARFQ 0803 DOT2300000102	2

BID RECEIVING LOCATION
BUDGET & PROCUREMENT DIVISION OF HIGHWAYS BLDG 5, RM A-317 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code:		
Vendor Name : Carl Belt, Inc.		
Address : P.O. Box 1210		
Street : 11521 Milnor Avenue		
City : Cumberland		
State : Maryland	Country : USA	Zip : 21501-1210
Principal Contact : David J. Madden		
Vendor Contact Phone: 301-729-8900	Extension:	

FOR INFORMATION CONTACT THE BUYER
 Amber J Heath
 304-414-7105
 amber.j.heath@wv.gov

Vendor Signature X *David J. Madden* FEIN# 52-0747947 DATE 5/2/2023

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reasons:

- 1. To attach the vendor questions and responses

No other changes

INVOICE TO | **SHIP TO**

DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trencher with Road Saw with Operator - Daily	1.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Trencher with Road Saw with Operator - Daily

INVOICE TO | **SHIP TO**

DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Trencher with Road Saw with Operator - Weekly	1.00000	WK		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Trencher with Road Saw with Operator - Weekly

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Delivery Fee 1st Mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Delivery Fee 1st Mile

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery Fee Each Additional Mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Delivery Fee Each Additional Mile

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Overtime Rate - Hourly	1.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
 Overtime Rate - Hourly

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DUE BY 10AM ET	2023-04-26

SOLICITATION NUMBER: ARFQ DOT2300000102
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum 1 is issued for the following reasons:

1. To attach the vendor questions and responses

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

ARFQ DOT2300000102 – Open-End Contract of Trencher with Rock Saw and Operator Rental for D10

Question 1: Is this solicitation applicable statewide or only for District 10, 270 Hardwood Lane, Princeton, WV? In other words, where is the work? Is it specifically targeted for District 10 or is a trencher something that the DOT wishes to add to the regular contract (EQ w/ oper.) for statewide availability?

Response 1: This is for WVDOH District 10 only.

Question 2: Can you please define how many hours in a day? 8,10, or 12 hours? This effects our hourly calculations for the overtime rate and should be more clearly defined in this contract and all future contracts.

Response 2: 10-hour workdays.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2300000102

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 checked="" 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.

Carl Belt, Inc.

Company



Authorized Signature

5/2/2023

Date

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




**State of West Virginia
Agency Request for Quote
Equip. Rental**

Proc Folder: 1206201			Reason for Modification:
Doc Description: Trencher with Rock Saw and Operator 10-23-B317			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-19	2023-05-02 14:30	ARFQ 0803 DOT2300000102	1

BID RECEIVING LOCATION
BUDGET & PROCUREMENT DIVISION OF HIGHWAYS BLDG 5, RM A-317 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

VENDOR
Vendor Customer Code: Vendor Name : Carl Belt, Inc. Address : P.O. Box 1210 Street : 11521 Milnor Avenue City : Cumberland State : MD Country : USA Zip : 21501-1210 Principal Contact : David J. Madden Vendor Contact Phone: 301-729-8900 Extension:

FOR INFORMATION CONTACT THE BUYER Amber J Heath 304-414-7105 amber.j.heath@wv.gov

Vendor Signature X 	FEIN# 52-0747947	DATE 5/2/2023
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - BUDGET AND PROCUREMENT DIVISION - THIS IS AN OPEN-END CONTRACT FOR RENTAL OF A TRENCHER WITH ROCK SAW AND OPERATOR PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WWSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trencher with Road Saw with Operator - Daily	1.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:

Trencher with Road Saw with Operator - Daily

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Trencher with Road Saw with Operator - Weekly	1.00000	WK		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Trencher with Road Saw with Operator - Weekly

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Delivery Fee 1st Mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Delivery Fee 1st Mile

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery Fee Each Additional Mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Delivery Fee Each Additional Mile

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		VARIOUS AGENCY LOCATIONS	
DISTRICT TEN		AS INDICATED BY ORDER	
270 HARDWOOD LN			
PRINCETON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Overtime Rate - Hourly	1.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78142004			

Extended Description:
Overtime Rate - Hourly

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTION DUE BY 10AM ET	2023-04-26

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

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.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Trencher w/ Rock Saw and Operator Rental for D10

BUYER: Amber Heath

SOLICITATION NO.: ARFQ DOT2300000102

BID OPENING DATE: Tuesday, May 2, 2023

BID OPENING TIME: 2:30pm ET

FAX NUMBER: 304-558-0047

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

5. 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.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. 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.

8. 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.

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

10. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award 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.

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 award _____ and the initial contract term extends until one (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 _____ per
occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not
required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. 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.

17. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document 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.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

34. 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.

35. 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

38. 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.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

40. 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 hearth, 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:

c. 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

d. 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.

41. 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.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

David J. Madden, Executive Vice President

(Printed Name and Title)

11521 Milnor Avenue / P.O. Box 1210, Cumberland, MD 21501-1210

(Address)

301-729-8900 / 301-729-0163

(Phone Number) / (Fax Number)

davem@thebeltgroup.com

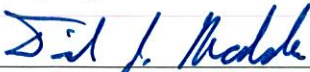
(E-mail address)

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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Carl Belt, Inc.

(Company)



(Signature of Authorized Representative)

David J. Madden, Executive Vice President

(Printed Name and Title of Authorized Representative)

5/2/2023

(Date)

301-729-8900 / 301-729-0163

(Phone Number) (Fax Number)

Revised 09/12/2022



REQUEST FOR QUOTATION
Trencher w/Rock Saw WITH Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide a lease/rental equipment agreement, with the operation of the equipment to be performed by Vendor, at 9390 River Road Itmann WV 24847. WV DOH is requesting a Trencher w/ Rock Saw, Vermeer RT 1250 or equal.
2. **DEFINITIONS:** The terms used throughout these specifications shall have the assigned meanings below for the purpose of this solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Items” or “Materials” or “Items”-** the list of goods and/or services identified in this contract’s Section 3.3 and attachments.
 - 2.2 **“Contractor” or “Vendor” -** interchangeably used throughout this Solicitation and in any cited Sections of the WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
 - 2.3 **“Default Remedy Costs” -** monetary compensation due from the Vendor to cover the actual and direct cost of any substituted goods and/or service required for project completion if the Vendor breaches the contract by failing to complete the project.
 - 2.4 **“Downtime” –** when equipment is not operational for any reason and as such, shall not be considered a day of equipment rental during the Agency’s rental period.
 - 2.5 **“Emergency Work”-** work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
 - 2.6 **“Failed Delivery” or Delivery Order Failures” –**the Vendor’s contract Item delivery or quality fails to comply with the Delivery Order and/or contract requirements.
 - 2.7 **“F.O.B. Destination” or “Free-on-Board Destination” -** awarded Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.
 - 2.8 **“Lease/Rental” or “Rental” -** an agreement wherein the Agency leases or rents equipment (per this solicitation), for periods of time not to exceed ninety days unless otherwise approved by the Agency District Engineer. To condense these Specifications, the word (and all forms of the word) “rental” shall be used to refer to lease and/or rental, as applicable.

REQUEST FOR QUOTATION
Trencher w/Rock Saw WITH Operator

2.9 “Liquidated Damages” – monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>.

2.10 “Pricing Pages” or “Exhibit A” - the MANDATORY FORM attached and available as an electronic spreadsheet, to be completed by the Vendor to supply its pricing and Item information and used to evaluate the solicitation responses.

2.11 “Solicitation” - official notice published by the WV Purchasing Division, of an opportunity to bid on goods and/or services for the State of WV.

2.12 “Standard Specs” - the WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.13 “Unit of Measure” or “UOM” - the physical unit of measurement for each contract Item.

2.14 “WVDOH” or “Agency” – refers to the WV Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 Standard Specifications Roads and Bridges: The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

The materials, equipment, and/or performance of this contract shall also conform to, but are not limited to, the requirements of Sections 401, as amended.

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<https://transportation.wv.gov/highways/technicalsupport/specifications/Pages/default.aspx>

3.2 Contract Items and Mandatory Requirements: Contract Items shall include the rental equipment Item(s), with pricing to include Vendor’s equipment rental rates by the periods defined herein, equipment mobilization fee, and operation of the equipment by the Vendor. Vendor’s bid Items shall comply with the terms of this contract and at a minimum, meet the requirements listed on the Exhibit A pricing page, see Section 3.5.1. Any equipment presented shall be subject to acceptance at the discretion of the Agency. Operation by the equipment operator is expected to commence upon the equipment acceptance day, see Section 3.3.2. The Vendor shall provide its pricing rates for daily and weekly

REQUEST FOR QUOTATION
Trencher w/Rock Saw WITH Operator

rental.

3.2.1 Rental equipment: Must be Trencher w/ Rock Saw, Vermeer RT 1250 or equal.

3.2.2 Rented Equipment Operation: Vendor shall provide a qualified operator to perform Operation of rental equipment ordered by the Agency. **Work by the equipment operator shall commence upon the first rental day and per the Agency's instruction, see Section 3.3.4.** All work by the Vendor shall be performed in the manner ordered by the Agency per its Delivery Order(s), and with the agreement that work by the Vendor's operator shall progress continually through completion, per Agency instruction. Vendor shall be responsible for acquisition and utilization of all reasonable and necessary equipment operation labor, licenses, permits, specialized equipment, etc.

3.2.3 Rental Periods for equipment with operator shall adhere to the following:

Day	A single day of Agency possession of equipment during which equipment is not down for four hours or more during the normal work period.
Week	Seven leased/rented days, including Saturdays, Sundays, and Holidays

The date of official receipt of rented and accepted equipment by the Agency shall be considered the first day of rental. The day immediately preceding the date on which the equipment is officially returned to the Vendor shall be considered the last day of rental.

NOTE: Days in which a piece of equipment is down for 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 rental. See Section 3.2.3 and all of its subsections.

3.2.4 Maintenance, Downtime, and Risk of Loss:

3.2.4.1 Maintenance: The Vendor shall be responsible for the performance of all regular/routine/preventive equipment maintenance as required per

REQUEST FOR QUOTATION
Trencher w/Rock Saw WITH Operator

manufacturer recommendations and shall provide and maintain the required parts, supplies, fuel, oil, and other lubricants as necessary during the rental period.

3.2.4.2 Downtime: Any equipment that is inoperable by reason of the operator, or by necessity of replacement of parts, damage repair, or normal maintenance for a period of time greater than four hours, shall be considered by the Agency as “down” and no payment will be made.

3.2.4.3 Risk of Loss, Damage, Destruction or Theft: The WVDOH shall have limited responsibility for rented equipment Items left on Agency property, not in use, or not required to be attended by a Vendor’s operator. The Vendor shall be responsible for repair, replacement, and maintenance of all equipment loss, damage, destruction, negligence, and misuse by the Vendor’s Operator. The Agency shall not be liable for equipment damage or loss caused by weather related events, acts of God, war, acts of Government, riots, strikes, vandalism, theft, or other causes beyond the Agency’s control.

NOTE: While under the direction of the Agency, Operators furnished by the Vendor per this contract shall not be considered as agents of the WVDOH nor Agency and shall remain employees of the Vendor, the Vendor’s responsibility, and under the control of the Vendor.

3.2.3.3.1 The Agency shall not pay for Items not ordered, unauthorized Vendor work, ancillary assembly, incidentals, loading/unloading, or other delivery-related charges from the Vendor/Vendor’s designee/Operator. As per Section 105.12 of the Standard Specs, if the Vendor/contractor fails to comply with any Agency Order, the Vendor shall be required to remedy, replace, or remove the unacceptable work. The cost of which shall be deducted from any monies due, (see Section 8.7 and its subsections).

3.3 Mobilization: Contractor’s current 911 address must be provided.

3.3.1 Item Condition Upon Delivery: The rental equipment shall be delivered with all of its manufacturer-required maintenance being up to date, fueled, assembled, in good working order, and ready for operation by the Vendor’s operator, work to commence as instructed by the Agency.

3.3.2 One-time, one-way mobilization shall be paid by the WVDOH for moving said equipment from the contractor’s base of operations to the work site. Return of the equipment to the contractor’s base of operations will not be paid by the WVDOH.

The most direct suitable route from the contractor’s base of operations

REQUEST FOR QUOTATION
Trencher w/Rock Saw WITH Operator

to the work site as agreed upon by the WVDOH and the contractor as mileage for calculation of mobilization.

3.4 DAY AND WEEK DEFINITIONS AND OVERTIME CALCULATION shall adhere to the following definitions and calculations:

DAY, WEEK, MONTH DEFINITIONS:

Rental Period	Shall be defined as
A work week	40 hours

3.4.1 OVERTIME RATES: Overtime shall be charged as a percentage above the normal workday or work week, as defined in the following tables:

WORKDAY OVERTIME CALCULATION - Table D

Shall be charged as
workday hourly rate plus 40%

Any workday overtime rate calculation methods or rates submitted by the Vendor other than those stated above will not be accepted by the Agency.

WORK WEEK OVERTIME CALCULATION - Table W

Hour	Shall be charged as
41 or more	work week hourly rate plus 40%

Any workweek overtime calculation methods or rates submitted by the Vendor other than those stated above will not be accepted by the Agency.

3.5 Bid Instructions: The attached Pricing Page (Exhibit A) is available in Excel spreadsheet form, downloadable from wvOASIS. Vendors are encouraged to complete the Excel spreadsheet and upload it to wvOASIS, along with its bid documents. Exhibit A and must be included with the bid at the time of bid submission.

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The Vendor should enter its name at the top of each attachment. Vendor shall not modify the format of the Pricing Page nor change the Units of Measure, to avoid bid disqualification. Vendors may also obtain the spreadsheets by emailing the Buyer: Amber.J.Heath@wv.gov. The Vendor shall not email the spreadsheet nor its bid to the Buyer nor to the WV Purchasing Division.

3.5.1 Exhibit A Pricing Page shall be completed by the Vendor with its equipment information and pricing with operator for each rental period, as well as the delivery fees per first and subsequent mile. Vendor must bid all Items on Exhibit A Pricing Page. Pricing shall include daily and weekly rates. Pricing submitted with any unit of measure or time period other than that provided by the Agency on Exhibit A, and as defined by these Specifications, shall be considered nonresponsive and disqualified.

4. ORDERING, INVOICING, AND PAYMENT:

4.1 Ordering: The vendor will receive the purchase order when awarded.
. The Agency and Vendor will arrange a delivery date for delivery of
. equipment and to determine a start date.

4.2 Invoicing shall comply with all applicable requirements of Sections 3 and 8 herein
. and shall be broken down by the equipment rental/lease periods as follows:

4.2.1 One Week shall be invoiced at the weekly rental rate or the number of rental days times the daily rental rate, whichever is less.

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

a) The beginning date and the last date of the rental.

b) The number of rental days in the invoicing period.

c) The total owed to the Vendor and the method of calculation, congruent with the terms of this agreement and as broken down in these Specifications.

4.2.3 The period of need for 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 rented/leased days.**

4.3 Payment: Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of WV. The State of WV currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of WV's Purchasing Card and

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Electronic Funds Transfer for payment of orders under this contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

5. ORDER ACCEPTANCE, DELIVERY, AND RETURN:

5.1 Work Delays Due to Adverse Conditions: Unsuitable or impending inclement weather conditions may dictate the work schedule. If the Agency deems work conditions as unsuitable, work shall be suspended at the direction of the Agency District Engineer or its designee. The revised start and end dates may be negotiated by the Vendor and the Agency. After Agency suspension of work, the Agency shall issue a revised written Delivery Order, reflecting the new date that work shall commence and its anticipated completion timeframe. The Vendor's written acceptance of the new Delivery Order shall be sent to the Agency.

5.2 Failed Delivery Orders: If needed rental equipment with operator is not able to be provided by the awardee at the Agency's specified time of need or if the Vendor is not able to work progressively through to completion, the Agency reserves the right to cancel and reissue the Delivery Order, or the remainder thereof, to the next low bid Vendor or alternate economical source.

If the Vendor fails to completely fulfill a Delivery Order, only begins work, delivers only part of the Agency's Delivery Order, misses the agreed upon timeline/due date of the Order, and/or for any reason is not able to work progressively through to completion of a Delivery Order, such action, but not limited to the latter, if the Agency, at its sole discretion, deems the Vendor's action to be a breach of this contract, the Agency reserves the right to hold the Vendor responsible for the damage-costs incurred by the Agency for remedying the contractual default.

5.2.1 Default Remedy Costs shall include costs incurred for acquiring replacement or substitute goods or services, minus payment for any compliantly completed work or delivered services or goods. When applied by the ordering Agency, the Vendor shall hereby understand and agree that such costs incurred by the Agency shall be applied in the form of an off-set reduction to the total amount of the Vendor's final invoice. Notwithstanding the application of remedy costs, the failed Delivery Order may also be subject to Liquidated Damages, see below.

5.2..2 Liquidated Damages: For Delivery Order Failures, the ordering Agency at its sole discretion, shall reserve the right to apply liquidated damages to the failed portion of any Delivery Order, to be calculated beginning on day one after the Agency's specified Delivery Order due date, per the terms of this contract, and the Standard Specs Section 108.7, as amended, and the rates in the table made available on the

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WVDOH Contract Administration's Specifications and Documents website, see Section 2.9.

When liquidated damages are applied, the Vendor shall hereby understand and agree that Liquidated Damages shall be applied by the Agency in the form of an off-set reduction to the total amount of the Vendor's final invoice.

6. VENDOR DEFAULT:

6.1 The following shall be considered a vendor default under this contract.

6.1.1 Failure to provide contract Items in accordance with the requirements contained herein.

6.1.2 Failure to comply with other specifications and requirements contained herein.

6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.

6.1.4 Failure to remedy deficient performance upon request.

6.2 The following remedies shall be available to Agency upon default:

6.2.1 Immediate cancellation of the contract.

6.2.2 Immediate cancellation of one or more Delivery Orders issued under this contract.

6.2.3 Any other remedies available in law or equity.

7. MISCELLANEOUS:

7.1 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.

7.2 Vendor Supply: Vendor must carry enough 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 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 providing maintenance to the rental equipment.

7.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency

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showing the Agency's purchases, quantities, and total dollar value of the Items rented. Vendor shall also provide reports, upon request, showing the Items rented during the term of this contract, the quantity, and the total value of each rental Item(s). Failure to supply such reports may be grounds for cancellation of this contract.

7.5 Contract Manager: During its performance of this contract, 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 other issues related to this contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: David J. Madden
Telephone Number: 301-729-8900
Fax Number: 301-729-0163
Email Address: davem@thebeltgroup.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

CARL BELT, INC.

Exhibit A - Pricing Page

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Item Number	Quantity Estimated	Unit of Measure	Description	Unit Cost	Total
1	1	Daily	Daily rental of a roadsaw Vermeer RT 1250 or equivalent w/operator	\$235.00/Hr	\$ 2,350.00
2	1	WK	Weekly rental of a roadsaw Vermeer RT 1250 or equivalent w/operator (Up to 40 hrs)	\$255.00/Hr	\$ 10,200.00
3	1	MI	Delivery Fee 1st Mile	\$	600.00
4	100	MI	Delivery Fee Each Additional Mile	\$	11.00
5	1	HR	Overtime rate per 3.4.1	\$	329.00
Grand Total					\$ 13,490.00



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV000355

CLASSIFICATION:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

CARL BELT INC
DBA BELT CONSTRUCTION
PO BOX 1210
CUMBERLAND, MD 21501-1210

DATE ISSUED

EXPIRATION DATE

AUGUST 02, 2022

AUGUST 02, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.