



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: 970940
Solicitation Description: EQUIPMENT LEASE/RENTAL WITH OPERATOR-6622C020
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-01-24 14:30	SR 0803 ESR01242200000004432	1

VENDOR
 000000192690
 CARL BELT INC

Solicitation Number: ARFQ 0803 DOT2200000017
Total Bid: 0
Response Date: 2022-01-24
Response Time: 09:18:15
Comments:

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@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	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72141702			

Commodity Line Comments: See attached pricing sheets for additional information (ATTACHMENT A).

Extended Description:

EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B



State of West Virginia
Agency Request for Quote

Proc Folder: 970940	Reason for Modification: Issue Addendum #1
Doc Description: EQUIPMENT LEASE/RENTAL WITH OPERATOR-6622C020	
Proc Type: Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-19	2022-01-24 14:30	ARFQ 0803 DOT2200000017	2

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code:

Vendor Name : Carl Belt, Inc.

Address : 11521

Street : Milnor Avenue

City : Cumberland

State : Maryland

Country : USA

Zip : 21502

Principal Contact : David J. Madden

Vendor Contact Phone: 301-729-8900

Extension:

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor Signature X

FEIN# 52-0747947

DATE 1/24/2022

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

ADDITIONAL INFORMATION

*****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

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-
SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE
PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S
COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description:
EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline	2022-01-14

	Document Phase	Document Description	Page
DOT2200000017	Final	EQUIPMENT LEASE/RENTAL WITH OPERATOR-6622C020	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Agency Request for Quote

Proc Folder: 970940
Doc Description: EQUIPMENT LEASE/RENTAL WITH OPERATOR-6622C020
Reason for Modification:
Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-07	2022-01-21 14:30	ARFQ 0803 DOT2200000017	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
DIVISION OF HIGHWAYS
BLDG 5, RM A-260
1900 KANAWHA BLVD E
CHARLESTON WV 25302
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Kristine E James
304-414-7104
kristy.e.james@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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INVOICE TO		SHIP TO	
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Operations Division

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency at the address listed below 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. The Agency will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

WV Department of Transportation, Budget Procurement
1900 Kanawha Boulevard East, Room 260
Charleston, WV 25305

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

SEALED BID: 6622C020 Equipment Rental/Lease WITH Operator

BUYER: Mark A. Waid Mark.A.Waid@wv.gov 304.414.7105

SOLICITATION NUMBER: ARFQ DOT2200000017

BID OPENING DATE: 01/21/2022

BID OPENING TIME: 2:30pm

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: 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 Agency 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.

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

9. 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, or the fee then assessed by said Division, if applicable.

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

11. 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>.

11A. 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, 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>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3- 37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to 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.

13. WAIVER OF MINOR IRREGULARITIES: The Division of Highways Procurement Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

14. 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 accessed 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 deemed 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 remove 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.

15. NON-RESPONSIBLE: The Agency 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 Division of Highways Procurement 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.

16. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State and/or in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.

17. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one Vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary, using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

18. INTERESTED PARTY DISCLOSURE: In accordance with the West Virginia Code § 6D-1-2 requires that the vendor submit to the Agency a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

19. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Agency buyer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W.Va. CSR § 148-1-4.d. This authority does not apply to instances where state law mandates receipt with the bid.

20. E-MAIL NOTIFICATION OF AWARD: The Agency will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Agency with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Agency's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

2.4. "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

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

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

2.7. "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 extends for a period of one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. 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 thirty six (36) months in total. Automatic renewal of this Contract is prohibited.

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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

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

Other: See attached.

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

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

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

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

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

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

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

7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Agency prior to Contract award.

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

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

****State of WV must be listed as additional insured on insurance certificate**

****Certificated hold should read as follows: State of WV 1900 Kanawha Blvd. E, Bldg 5,**

Charleston WV 25305

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

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

WEST VIRGINIA CONTRACTOR'S LICENSE

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

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount determined per the method detailed in the attached contract Specifications. 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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

14. 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.

15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.

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

17. 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.

18. COMPLIANCE: 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.

19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

20. 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.

21. 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.

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:
<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

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

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

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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 with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

Carl Belt, Inc.

(Full Company Name)

David J. Madden

(Authorized Signature)

David J. Madden, Executive Vice President

(Print or Type Name and Title of Signatory)

301-729-8900

(Phone Number)

301-729-0163

(Fax Number)

davem@thebeltgroup.com

(Email address)

1/24/2022

(Date)



**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0803 DOT2200000017

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.

Full Company Name

	David J. Madden
_____ Authorized Signature	_____ Executive Vice President

1/24/2022

Date

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

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

AUGUST 02, 2021

Expiration Date

AUGUST 02, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**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-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

REQUEST FOR QUOTATION
Equipment Lease/Rental WITH Operator 6622C020

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 locations throughout WV. At the time of need, the Agency will review all bids and issue a detailed Delivery Order to the low bid Vendor meeting all requirements of this contract.
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

REQUEST FOR QUOTATION
Equipment Lease/Rental WITH Operator 6622C020

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.

- 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 “Attachment A” or “ATT 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 hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the latest publication plus \$5.00 for the latest Supplemental) by completing the attached “Standard Specifications Order Form” and emailing it to DOHSpecifications@wv.gov or mailing it to the following address:

REQUEST FOR QUOTATION
Equipment Lease/Rental WITH Operator 6622C020

WVDOH Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, WV 25305

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 Documentation to be Included With The Bid: The Vendor should carefully read this entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid WV Contractor's License, if applicable
- Contract Manager page
- Attachments included in the solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance, and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem the bid non-responsive and possibly result in the disqualification of the Vendor's bid response.

3.3 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 from its storage locations listed on ATT B, 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 ATT A pricing pages, 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 day, week, and rentals. The Vendor shall select all counties it agrees to service on the ATT B, see Section 3.5.2.

3.3.1 Agency Inspection & Acceptance of Equipment (SM-93 Form completion): Upon arrival of the equipment, the Agency shall follow the WVDOH procedure and complete the Agency's SM-93 "Statement of Acceptance" form, (Exhibit 1), identifying the equipment's make, model, serial number, and findings of the inspection, documenting the equipment's condition, fuels, liquid levels, and cleanliness. The completed SM-93 form shall serve at a minimum, as the Agency's official inspection/acceptance document for all rented equipment

REQUEST FOR QUOTATION
Equipment Lease/Rental WITH Operator 6622C020

Items, see also Section 8.1.1. Any discrepancies noted on the SM-93 should be discussed with the Vendor and resolution documented.

3.3.2 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.

3.3.3 Mobilization: Mobilization shall be defined as transport from Vendor's base location to the Agency's specified project site/location. Mobilization delivery fees shall be bid by pricing the first mile and each additional mile thereafter. The Agency will provide delivery locations for contract Items on the Delivery Order, issued at the time of need.

3.3.3.1 Each Additional Mile: Rented/leased equipment may be used for multiple projects (i.e., the leased/rented equipment is traveling from one Agency location or project site to another). Additional mobilization defined as "each additional mile" on the ATT A pricing pages, may be charged to the Agency for movement from project site to project site and to and from Vendor's overnight storage area when rentals exceed one day if equipment cannot be stored at the Agency project site.

3.3.3.2 In-State Delivery: The Agency will calculate the in-state delivery route mileage from the equipment owner's location of the leased/rented equipment to the Agency job site(s) using 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 renting Agency will determine the route to be taken due to bridge and/or road restrictions.

3.3.3.3 Out-of-State Delivery route mileage will be calculated by the renting Agency using "Google Maps" or a similar source for routing from the equipment owner's location of the leased/rented equipment to the WV State line at which time, the Straight-Line Diagrams will be sourced to the Agency job site.

3.3.3.4 Delivery Times: Per the Agency's notification and Delivery Order, Vendor shall deliver ordered equipment to the Agency's declared location and at the time specified. Unless otherwise specified by the

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Agency on its Delivery Order, Item delivery shall take place between the hours of 8:00 a.m. and 3:30 p.m., within five (5) working days after receipt of an Agency Delivery Order.

3.3.3.5 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, with work to commence as instructed by the Agency.

3.3.4 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
Month	Thirty 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 3.3.6 and all of its subsections.

3.3.5 Return of Equipment: Upon the completion of the project, the Agency will arrange for return of the equipment, in the same condition (refueled, liquids topped off, and clean) as when the Agency received it, to the Vendor's location from where the equipment was shipped. The Vendor may invoice the Agency for the cost to top-off the liquids, in the event the Agency failed to do so.

3.3.5.1 Vendor Pick Up: The Agency reserves the right to have the equipment picked up by the Vendor. In the event that the Agency needs the Vendor to retrieve its Equipment, the Agency shall pay the Vendor its same mobilization fees as for delivery. In such an instance, the Agency shall send the Vendor a Delivery Order indicating Item pick up by the Vendor is required and include the delivery mileage pricing on the Delivery Order.

3.3.6 Maintenance, Downtime, and Risk of Loss:

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3.3.6.1 Maintenance: The Vendor shall be responsible for the performance of all regular/routine/preventive equipment maintenance as required per manufacturer recommendations and shall provide and maintain the required parts, supplies, fuel, oil, and other lubricants as necessary during the rental period.

3.3.6.2 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.

The Agency will supply the Vendor with the number of downtime days in any calendar month within ten (10) working days following the end of that month, within two days after termination of a rental, or sooner if requested by calling the Agency District office.

3.3.6.3 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.

3.3.6.3.1 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).

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

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DAY, WEEK, MONTH DEFINITIONS:

Rental Period	Shall be defined as
A work day	10 hours
A work week	50 hours
A work month	176 hours

Any hours exceeding the work month total of 176 hours shall be charged by the work day or work week rates, accordingly.

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

WORK DAY OVERTIME CALCULATION - Table D

Work Day Hours	Shall be charged as
11 through 18	work day hourly rate plus 40%
19 to 24	work day hourly rate plus 60%

Once hour 24 is reached, a new lease/rental day begins at the normal work day rate. Any work day 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
51 through 74	work week hourly rate plus 30%
75 to 99	work week hourly rate plus 50%
100 or more	a new rental work week begins at the normal weekly rate.

Any work week 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 (ATT A) and Information Form (ATT B) are available in Excel spreadsheet form, downloadable from wvOASIS. Vendors are encouraged to complete the Excel spreadsheets and upload them to wvOASIS, along with its bid documents. Both ATT A and ATT B must be included with the bid at the time of bid submission. Both forms are required for the Agency to determine low bid Total Cost of the rental by summing the Vendor's rental period rates from the ATT A, plus delivery mileage from the ATT B's base location(s).

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:

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Kristy.E.James@wv.gov. The Vendor shall not email the spreadsheet nor its bid to the Buyer nor to the WV Purchasing Division.

There are no estimated quantities for this solicitation. At the time of need, the Agency will issue a Delivery Order to the low bid awardee.

3.5.1 Attachment A (ATT 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 may bid any or all Items on the ATT A. Pricing shall include rates for daily, weekly, and/or monthly periods as per Sections 3.3.4 and 3.4 of these Specifications. Pricing submitted with any unit of measure or time period other than that provided by the Agency on the ATT A, and as defined by these Specifications, shall be considered nonresponsive and disqualified.

3.5.2 Attachment B (ATT B) Information Form shall be completed by Vendor with

- 1) any and all WV counties that the Vendor agrees to service, **AND**
- 2) any and all of Vendor's base locations/equipment delivery departure-points, with the most recent physical address, for each location.

NOTE: Vendor should ensure that the ATT B information is complete and accurate so when rental with operator work is needed in a Vendor's desired service area, the Agency, for low bid determination, will be able to accurately calculate the mobilization cost, a vital portion of the "Total Rental" cost. If the Vendor does not specify individual counties on the ATT B, it shall be expected that the Vendor agrees to service all counties in WV.

4. SAFETY: Pandemic-Response Safety Protocols - In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor, the Vendor's employees, and/or designee shall adhere to all WVDOH's pandemic-response protocols while present at the Agency jobsite. Vendor may obtain the WVDOH's pandemic-response protocols by contacting the Agency District Engineer, or their designee.

5. CONTRACT AWARD:

5.1 This contract is intended to provide Agencies with a rental price with Operator, on all contract Items that meet or exceed the Agency's descriptions on the Pricing Pages. A contract shall be awarded to all responsible Vendors who bid; however, no future use of the contract or any individual item is guaranteed or implied. At the time of need, the Agency, at its own discretion, will determine the equipment necessary for use in planned work to be done by the equipment operator. The Agency will calculate the low bid Vendor and send the awardee a Delivery Order, detailing the Agency's desired contract

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Items, job site/delivery location, the general timeframe, and estimated period of need, etc., see Sections 6 and 7 in entirety.

- 5.2 Contract Award Transition:** Upon the award of this contract, regardless of the effective date, the completed and encumbered date, or an established date by the Agency, the WVDOT Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use, any Delivery Order issued toward the previously effective/prior contracts with work/delivery started, shall remain in effect, and shall not be cancelled until that Delivery Order is filled. Any Delivery Order issued with work/delivery not started shall be cancelled and reissued off the new contract. No Delivery Order from the prior effective contracts should be held open by the District nor Vendor longer than ten (10) working days after notice of 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.

- 5.3 Price Adjustments:** In the event of a significant price increase of component material or rental equipment utilized to perform or under this contract, which is not the fault of the Vendor, the contract pricing may be equitably adjusted by change order as more fully described below.

- 5.3.1** A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.
- 5.3.2** Any request for a price increase under this clause must be supported by price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 5.3.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
- 5.3.4** Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

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5.3.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

5.3.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

5.3.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

5.3.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General’s Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5.4 Cooperative Contracting: Purchase prices on all contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the WV Purchasing Division must receive prior approval by the Purchasing Director.

6. DETERMINING LOW BID PER PROJECT: At the time of need, the Agency shall review each bid and determine the total cost for equipment rental with operator and delivery by first, calculating the cost of rental for the period needed, and second, calculating the delivery cost per mile from the Vendor’s base location to the Agency’s project destination. The Agency shall detail the needed rental equipment, time period, and delivery destination/intended work location on the Delivery Order. Whereas:

RR = Rental Rate is the sum of the rental period(s), with rates by day, week, and/or month

MT = Mileage Total is the sum of the **First Mile Fee** plus each **Additional Mile Fee multiplied by number of miles to delivery destination**: $FMF + (AMF \times \# \text{ miles}) = MT$

The period’s Rental Rate plus delivery Mileage Total = Total Cost

$$RR + MT = \text{Total Cost}$$

Example: WVDOH needs to rent a CAT RM500 Reclaimer with operator, for six days (60 hours) with delivery to a destination that is 10 miles from the Vendor’s equipment location. The responsible Vendor bids are as follows:

Equipment Description	Bidder/Vendor Name	Rate/Day up to 10 hrs	Rate/Week up to 50 hrs	Rate/Month up to 176 hrs	Delivery Fee 1 st mile	Delivery Fee each additional mile
CAT-RM500 Reclaimer with Operator	ABC Co.	\$ 2,500	\$ 10,000	\$ 36,080	\$ 300	\$ 10
	ZZZ Co.	\$ 2,750	\$ 9,900	\$ 36,000	\$ 450	\$ 15
	ACME Co.	\$ 3,250	\$ 13,000	\$ 41,700	-	-

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The following steps would be performed to determine the Total Cost:

Step 1 Equipment rental rate for the time period must be calculated per Vendor: The period is six days (60 hours), which breaks down into one work week and one work day, equal to \$12,500 for ABC, \$12,650 for ZZZ, and \$16,250 for ACME.

Step 2 Delivery mobilization fees must be calculated per Vendor for the total miles: ABC is \$300/1st mile +\$10 each additional mile x 9 miles = \$390; Vendor ZZZ is \$450/1st mile +\$15 each additional mile, x 9 miles = \$135; and ACME has zero mobilization charges.

Step 3 Total cost is figured for each Vendor by summing the rental rates plus delivery: ABC is \$12,890; ZZZ is \$13,235; and ACME is \$16,250. The low bid awardee for rental with delivery of the RM500 Reclaimer with Operator for six days, is ABC: **\$10,000 + \$2,500 + \$300 + \$90 = \$12,890 Total Cost**

NOTE: Since mobilization fees are part of the Total Rental cost calculation, the proximity of equipment's location to the Agency's delivery/job site shall be a significant factor in low bid determination. Vendor should ensure that its available base locations are listed on the ATT B, per the Bid Instructions in these Specifications, see Section 3.5 and all of its subsections.

7. ORDERING, INVOICING, AND PAYMENT:

7.1 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.

7.1.1 Delivery Order: The Agency shall initiate the Delivery Order after identifying the low bid awardee. The Delivery Order will be generated by the Agency Engineer or their designee. The Order should be completed by the Agency on a WV-39 Blanket Release Order. The Delivery Order should detail the Agency's the work delivery destination, desired equipment needed, the work to be completed by the Vendor's equipment operator, Agency's estimated rental duration, timeframe of need, tentative and official start, and end dates, as agreed. Emergencies shall be prominently noted on the Delivery Order, (see Sections 2.5 and 7.13). The Agency's detailed Delivery Orders shall be sent to Vendor via email, fax, or postal mail. **Any verbal communications to initiate a purchase or make modifications to any Delivery Order from this contract are NOT acceptable as a Delivery Order.**

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7.1.2 Commencement of Delivery and Standard Work: For non-emergency work, the Agency should plan accordingly to allow the Vendor time to mobilize and begin work agreed upon work start date on the Delivery Order. Unless otherwise written by the Agency on its Delivery Order, the Agency shall expect the Vendor to be mobilized and able to begin work within five (5) working days from when the Delivery Order is received by the Vendor.

7.1.3 Emergency Work ordered by the Agency under this contract shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the Vendor, or at a time agreed upon by the Agency and the Vendor. The determination of emergency work shall comply with Section 2.5 and the word "Emergency" shall be prominently noted by the Agency on the Delivery Order. **Completed and approved designated emergency work rentals will be paid at 1.50 times the Vendors bid price.**

7.2 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:

7.2.1 One Day shall equal four or more hours, per this contract. Invoicing shall be for a minimum of one whole day, and no less.

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

7.2.3 More than one Week, but less than one Month shall be invoiced for each rental week, plus any days beyond seven at the per-day rate.

7.2.4 One Month shall be invoiced at a thirty day rental rate

7.2.5 Days exceeding one Month shall be invoiced by adding the days exceeding the thirty-day/monthly rate, broken down by the respective day/week periods and added to the month's rate.

For example: For a 95 day rental from Acme Inc. in the example in Section 6, the rate would be broken down as three months plus five days. If the monthly rental rate is \$47,000 per month and the work day rate is \$3,250 per day for 5 days, the cost would be \$157,250, broken down as follows:

$$(3 \text{ months} \times \$47,000) + (5 \text{ days} \times \$3,250) = \$157,250$$

i.e., \$141,000 (months sum) + \$16,250 (days sum) = \$157,250

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

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

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- b) The number of 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 with pricing per the Vendor's contract.
- e) 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.

7.2.7 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.**

7.3 **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 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 WVDOT's discretion.

8. ORDER ACCEPTANCE, DELIVERY, AND RETURN:

8.1 **Delivery Time:** Vendor shall deliver standard orders as directed by the Agency on its Delivery Order, per Section 7 of these Specifications. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Refer to Section 7.1.3 for Emergency Delivery Orders.

8.1.1 **Delivery Acceptance and Beginning of Lease/Rental Period:** Upon delivery of any equipment, the Agency shall inspect the equipment and acknowledge the equipment's condition and either accept or reject the delivery **and** document such on the Agency-provided SM-93 Statement of Acceptance form. At its own discretion, if the Agency finds the equipment to be acceptable at the time of delivery, the Agency shall accept such equipment and the Delivery Order "Rental Term" shall commence on such date. The original version of the SM-93 shall be retained by the Agency.

If the equipment is rejected by the Agency for any reason, the Agency reserves the right to refuse delivery, thus the Delivery Order Failure provision of this contract shall apply, see Section 8.7.

By signing this agreement, Vendor hereby agrees that any signatures/initials provided by Agency personnel on any Vendor forms shall not conflict with nor

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supersede the terms of this agreement.

- 8.1.2 Newly Acquired Equipment:** The WVDOH understands that for the duration of this contract, Vendor's equipment-stock may change. Any equipment presented by the Vendor to the Agency must match the Agency's Delivery Order, shall be subject to the terms and conditions of this contract, meet the satisfaction of the Agency, and meet the parameters specified in the equipment description listed on the pricing pages.
- 8.2 Late Delivery:** The Agency placing the order under this contract must be notified in writing by the Vendor of any delivery anticipated to be late or fail no later than 72 hours (working days) from the Delivery Order date. Any delay in Vendor's Delivery Order fulfillment shall be considered a Failed Deliver Order. If such Failure is deemed harmful by the Agency, the Agency at its own discretion reserves the right to cancel the Delivery Order, and/or obtain the contract Items(s) from a third party, see Section 8.7.
- 8.3 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.
- 8.5 Return of Unacceptable Items:** The Agency at its own discretion, reserves the right to accept or refuse any Items at the point of delivery, the Agency deems to be in poor or unsatisfactory working condition, or provides services that do not comply with Delivery Order, the Pricing Page description, capacity/rating, these Specifications. The rejected contract Item shall be immediately returned to Vendor and in the manner requested by the Agency, at Vendor's entire expense and with no charge whatsoever to the Agency. At the Agency's discretion, the Vendor shall remove the unaccepted Item or permit the Agency to arrange for the return and reimburse the Agency for any associated haul or delivery related expenses.
- 8.6 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 as arranged by and at the expense of the Agency.
- 8.7 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 re-issue the Delivery Order, or the remainder thereof, to the next low bid Vendor or alternate economical source.

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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.

8.7.1 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.

8.7.2 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 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.

8.8 Deliveries made by the vendor shall be comprised only of contract Items intended for delivery at that ordering location and specified in the pricing pages, contract specifications, or WV-39 Blanket Release Order. At no time shall property belonging to the WV Department of Transportation be utilized as a lay-down or storage facility by the vendor, or any Items left with the intention of being distributed to an alternate location.

9. VENDOR DEFAULT:

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

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

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- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.
- 9.1.4 Failure to remedy deficient performance upon request.

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

- 9.2.1 Immediate cancellation of the contract.
- 9.2.2 Immediate cancellation of one or more Delivery Orders issued under this contract.
- 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 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.
- 10.2 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.
- 10.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOT'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.
- 10.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency 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.
- 10.5 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 service or other issues related to this contract. Vendor should list its Contract Manager and his or her contact information below.

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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.

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Please enter your name in the block→

Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Counties serviced - Enter each County name (write "ALL" for statewide availability)	Carl Belt, Inc.				
		Equipment Rental Without Delivery/WITH Operator			Equipment Delivery Fee	
		\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight	ALL	\$1,055.00	\$5,075.00	\$19,900.00	\$500.00	\$8.50
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight	ALL	\$1,205.00	\$5,275.00	\$20,100.00	\$500.00	\$8.50
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight	ALL	\$1,205.00	\$5,275.00	\$20,100.00	\$500.00	\$8.50
BACKHOE Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight	ALL	\$1,235.00	\$5,675.00	\$20,375.00	\$500.00	\$8.50
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size	ALL	\$1,205.00	\$5,875.00	\$20,815.00	\$500.00	\$8.50
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size	ALL	\$1,355.00	\$6,025.00	\$20,915.00	\$500.00	\$8.50
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size	ALL	\$1,540.00	\$6,590.00	\$21,800.00	\$500.00	\$8.50
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size	ALL	\$3,900.00	\$12,800.00	\$41,500.00	\$700.00	\$29.00
BACKHOE Crawler 1.25 Cyd. 128-141 HP 42,700 lbs - 75,900 lbs.	ALL	\$1,640.00	\$6,720.00	\$24,180.00	\$700.00	\$10.50
BACKHOE Crawler with a thumb	ALL	\$1,540.00	\$6,590.00	\$23,100.00	\$500.00	\$8.50
BACKHOE LOADER Rubber Tired 55-85 DHP	ALL	\$1,055.00	\$5,075.00	\$19,900.00	\$500.00	\$8.50
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D						
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.						
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"						
BULLDOZER Crawler GD 65 -75 DHP D	ALL	\$1,170.00	\$4,930.00	\$20,775.00	\$500.00	\$8.50
BULLDOZER Crawler GD 80 -90 DHP D	ALL	\$1,200.00	\$5,190.00	\$21,775.00	\$500.00	\$8.50
BULLDOZER Crawler GD 100 -120 DHP D	ALL	\$1,200.00	\$5,190.00	\$21,775.00	\$500.00	\$8.50
BULLDOZER Crawler GD 130 -140 DHP D	ALL	\$1,430.00	\$5,730.00	\$22,175.00	\$500.00	\$8.50
BULLDOZER Crawler TC 150 - 250 EHP D	ALL	\$1,550.00	\$6,630.00	\$24,175.00	\$500.00	\$8.50
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D	ALL	\$1,550.00	\$6,630.00	\$24,175.00	\$500.00	\$8.50
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D						
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D						
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D	ALL	\$1,540.00	\$6,590.00	\$23,100.00	\$675.00	\$8.50
EXCAVATOR with Auger Drive, 48"long, 6" to 36" Standard Bits, Track Mounted for Light - Moderate Ground Conditions						
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.						
EXCAVATOR 1/8 Cyd. 30 HP D Track Width 5' out-to-out						
EXCAVATOR - 1/5 Cyd. 44 HP 11,000 lbs. Track Width 6' out-to-out	ALL	\$1,035.00	\$4,500.00	\$18,800.00	\$500.00	\$8.50
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket, Track Width 6' out-to-out	ALL	\$1,045.00	\$4,800.00	\$19,100.00	\$500.00	\$8.50
EXCAVATOR WITH AUGER DRIVE, 48"long, 6" to 18" Rock Track Mounted for solid and fracturable rock, asphalt,						
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator						
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator	ALL	\$850.00	\$2,350.00	\$7,250.00	\$375.00	\$7.00

DOT6622C020 Equipment Lease/Rental WITH Operator ATTACHMENT A - PRICING PAGE

Attention Bidders - Enter your name in the block→

Item #	Requested Contract Items. Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Counties serviced - Enter each County name (write "ALL" for statewide)	Equipment Lease/Rental Rate			Equipment Delivery Fee	
			Price / Day up to 10 hrs	Price / Week up to 50 hrs	Price / Month up to 176 hrs	1st Mile	Add. Mi.
1	Catepillar RM 500 Reclaimer or Equal min. 500 hp, Self-propelled capable of cutting thru & pulverizing existing roadway pavement, base, subbase, to depths of 16" min., variable speed 8 ft. cutting drum						
1-A	Overtime Rate Cat. RM 500 Reclaimer or Equal - Hour 11 through Hour 18 (1.40)						
1-B	Overtime Rate Cat. RM 500 Reclaimer or Equal - Hour 19 to Hour 24 (1.60)						
1-C	Overtime Rate Cat. RM 500 Reclaimer or Equal - Hour 51 through 74 (1.30)						
1-D	Overtime Rate Cat. RM 500 Reclaimer or Equal - Hour 75 to Hour 99 (1.50)						
2	Cement Spreader - Mechanical Style for Dry Cement Placement Capable of a maximum application rate of 90 pounds per square yard (90 lbs/SY). Shall be equipped with a self-contained vacuum system to minimize creation of dust						
2-A	Overtime Rate Mech. Cement Spreader - Hour 11 through Hour 18 (1.40)						
2-B	Overtime Rate Mech. Cement Spreader - Hour 19 to Hour 24 (1.60)						
2-C	Overtime Rate Mech. Cement Spreader - Hour 51 through 74 (1.30)						
2-D	Overtime Rate Mech. Cement Spreader - Hour 75 to Hour 99 (1.50)						
2-E	Dry Portland Cement Type 1 - for use in the Cement Spreader - Per Ton Shall have min. cement content of 150 +/- 5 pours per cy & conform to ASTM C150						
3	Slurry Cement Spreader Shall apply slurry within 15 minutes of tanker truck arrival & disperse portland cement slurry uniformly over entire placement area and not allow the slurry to pool or run off.						
3-A	Overtime Rate Slurry Cement Spreader - Hour 11 through Hour 18 (1.40)						
3-B	Overtime Rate Slurry Cement Spreader - Hour 19 to Hour 24 (1.60)						
3-C	Overtime Rate Slurry Cement Spreader - Hour 51 through 74 (1.30)						
3-D	Overtime Rate Slurry Cement Spreader - Hour 75 to Hour 99 (1.50)						
4	Compactor - Vibratory Padfoot Roller Shall be able to obtain 98% of the required density based on the mix design. Shall provide at least 52,000 lbs of centrifugal force for breakdown compaction.						
4-A	Overtime Rate V. Padfoot Roller Compactor - Hour 11 through Hour 18 (1.40)						
4-B	Overtime Rate V. Padfoot Roller Compactor - Hour 19 to Hour 24 (1.60)						
4-C	Overtime Rate V. Padfoot Roller Compactor - Hour 51 through 74 (1.30)						
4-D	Overtime Rate V. Padfoot Roller Compactor - Hour 75 to Hour 99 (1.50)						
5	Compactor - Smooth Drum Vibratory Roller (Single or Tandem) Shall be able to obtain 98% of the required density based on the mix design & provide at minimum effective weight of 12 ton for finish rolling.						
5-A	Overtime Rate Smooth Drum VR Compactor - Hour 11 through Hour 18 (1.40)						
5-B	Overtime Rate Smooth Drum VR Compactor - Hour 19 to Hour 24 (1.60)						
5-C	Overtime Rate Smooth Drum VR Compactor - Hour 51 through 74 (1.30)						
5-D	Overtime Rate Smooth Drum VR Compactor - Hour 75 to Hour 99 (1.50)						
6	Compactor - Pneumatic Tired Roller Compactor shall be able to obtain 98% of required density based on mix design, 50 tons effective weight operate on two axles- rear tire group will NOT follow in tracks of front tire group; 60" rolling width min. and compression 325 lbs per inch width tire tread						
6-A	Overtime Rate PT Roller Compactor - Hour 11 through Hour 18 (1.40)						
6-B	Overtime Rate PT Roller Compactor - Hour 19 to Hour 24 (1.60)						
6-C	Overtime Rate P. Tired Roller Compactor - Hour 51 through 74 (1.30)						
6-D	Overtime Rate P. Tired Roller Compactor - Hour 75 to Hour 99 (1.50)						
7	Tanker Truck with Recirculating Pump and/or Agitation System Shall haul & disperse portland cement slurry into slurry cement spreader within 45 minutes of first contact of cement with water.						
7-A	Overtime Rate Tanker Truck - Hour 11 through Hour 18 (1.40)						
7-B	Overtime Rate Tanker Truck - Hour 19 to Hour 24 (1.60)						
7-C	Overtime Rate Tanker Truck - Hour 51 through 74 (1.30)						
7-D	Overtime Rate Tanker Truck - Hour 75 to Hour 99 (1.50)						
7-E	Portland Cement Type 1 Slurry for use in the Cement Spreader -Per Tanker Shall have a min. content of 150 +/- 5 pours per cy & conform to ASTM C150						

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Please enter your name in the block→

		Carl Belt, Inc.				
		Equipment Rental Without Delivery/WITH Operator			Equipment Delivery Fee	
Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary	Counties serviced - Enter each County name (write "ALL" for statewide)	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
		AERIAL BUCKET TRUCK Highway Rated TRK. MTD Versalift SST-40-EIH or similar. 45ft working ht. 1-1/2 man bucket min. Insulated articulating boom Rotation @ level position. No CDL required				
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position						
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position						
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position						
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position						
AERIAL PLATFORM TRUCK Elliot Model L55-R or similar 55ft boom length min. Rear mounted turret						
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position						
AERIAL PLATFORM TRUCK Elliott Model G50 or similar						
AERIAL PLATFORM TRUCK Elliott Model L55 or similar						
CRAWLER CRANE - 40 T						
CRAWLER CRANE 70 T						
CRAWLER CRANE 90 - 109 T						
CRAWLER CRANE 20 - 34 T						
CRAWLER CRANE 35 - 75 T						
TRUCK MOUNTED CRANE 10-14 T 18' Bed minimum						
Truck Mounted with 18' Bed minimum						
TRUCK MOUNTED CRANE 15-29 T 18' Bed minimum						
TRUCK MOUNTED CRANE 30 - 49 T	ALL	\$1,375.00	\$5,500.00	\$19,250.00	\$200.00	\$9.00
TRUCK MOUNTED CRANE 50 - 89 T	ALL	\$2,450.00	\$9,800.00	\$34,300.00	\$400.00	\$11.00
TRUCK MOUNTED CRANE 50 - 89 T	ALL	\$2,490.00	\$9,960.00	\$34,860.00	\$400.00	\$18.00
All Terrain CRANE 35 - 75 T	ALL	\$2,000.00	\$8,000.00	\$28,000.00	\$450.00	\$10.50
All Terrain CRANE 90- 119 T	ALL	\$3,030.00	\$12,120.00	\$42,420.00	\$625.00	\$30.00
All Terrain CRANE 120- 149 T	ALL	\$3,230.00	\$12,920.00	\$45,220.00	\$725.00	\$35.00
All Terrain CRANE 150- 169 T	ALL	\$3,350.00	\$13,400.00	\$46,900.00	\$800.00	\$35.00
Rough Terrain CRANE 15 - 25 T Hyd.						

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Please enter your name in the block→

Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Counties serviced - Enter each County name (write "ALL" for statewide availability)	Equipment Rental Without Delivery/ WITH Operator			Equipment Delivery Fee	
		\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
MOTORIZED BOSUNS CHAIRS with Support Crew of Mobile Vertical Inspection Platform MoVIP or equal max vertical drop 250 ft Approx wt 16 tons						
HP35 Hydra Platform or equal Sidewalk Tracker less than 10 tons. 180° platform						
Safety Boat with operator, Total Wt capacity of approx. 1500 lbs (passenger wt)						
Boat WITH Bucket/Manlift, Harcon or equal intended for bridge inspection/maintenance. Working Bucket/manlift arm with vertical reach of 50' and lateral						
Aquatic Bucket/Manlift Vehicle Bridge Tracker						
T40 or equal with working ht 40'						
T44 or equal with working ht 44'						
Aquatic Bucket/Manlift Vehicle. for example, Bridge reach 60' above the water and 30' lateral reach						
T63 or equal						
HRT40 HIGH RAIL TRACKER 40 or equal 40' working height						
Sidetracker or Harcon equal Weight less than 3000 lbs. Basket rating 220 lb Max reach 12'. Track width Min. 27.8" Track Width						
MANLIFT SP 40 FT						
MANLIFT SP 30 FT						
MANLIFT SP 80FT						
MANLIFT SP 125 FT.. minimum to 135 FT. max						
UNDERBRIDGE INSPECTION UNIT Small Bucket Type 30 FT. min. to 32 FT. max. Horiz. (including operator AND driver)						
UNDERBRIDGE INSPECTION UNIT Small Bucket Type. 33 FT. min. to 40 FT. max. Horiz. (including operator AND driver)						
UNDERBRIDGE INSPECTION UNIT Medium Bucket Type. 41 FT. min. to 52 FT. max. Horiz. (including operator AND driver)						
UNDERBRIDGE INSPECTION UNIT Medium Bucket Type. 53 FT. min. to 62 FT. max. Horiz. (including operator AND driver)						
UNDERBRIDGE INSPECTION UNIT Large Bucket Type 63 FT. min. to 75 FT. max. Horiz. (including Operator AND Driver)						
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 20 FT. Horiz. reach						
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 30 FT. Horiz. reach						
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 40 FT. Horiz. reach						
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 50 FT. Horiz. reach						
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 60 FT. Horiz. reach						
UNDERBRIDGE PLATFORM, with driver Truck Mtd., Hyd. Min. 23 FT. Horiz. reach						

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Enter your name in the block→

Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Counties serviced - Enter each County name (write "ALL" for statewide availability)	Equipment Rental Without Delivery/WITH Operator			Equipment Delivery Fee	
		\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank , 1,400 PSI min.						
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM 2,000 PSI min.						
CULVERT CLEANER Jetter and Vacuum Truck						
STREET SWEEPER SP 3.0 Cyd. (min.) - Operator to dispose of collected waste at location determined by Agency.						
STREET SWEEPER SP 8.0 Cyd. (min.) Operator to dispose of collected waste at location determined by Agency.						
STREET SWEEPER Trailer Type - Operator to dispose of collected waste at location determined by Agency.						
STREET SWEEPER - HYDROSTATIC Eigin Pelican III or similar - Operator to dispose of collected waste at location determined by Agency.						
STREET SWEEPER - Towable Self-Propelled - Operator to dispose of collected waste at location determined by Agency.						
STREET SWEEPER - Truck-Mounted 4.0 C.Y. Min. hopper cap water-spray system for dust control -Operator to dispose of collected waste at location determined by Agency. Side/curb & rear/center broom, 11,000 - 33,000 lbs						
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path - Operator to dispose of collected waste at location determined by Agency.						
VACUUM TRUCK/JETT-RODDER 1" hose - 65-85 GPM @3,000 PSI - Operator to dispose of collected waste at location determined by Agency.						
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. telescopic w/swivel/rotating hose reel - Operator to dispose of collected waste at location determined by Agency.						

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Enter your name in the block→

Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Counties serviced - Enter each County name (write "ALL" for statewide availability)	Equipment Rental Without Delivery/with Operation Rates			Equipment Delivery Fee	
		\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
RECLAIMER STABILIZER CAT RM500B or similar						
PLANER/COLD PLANER BOMAG 500 or 600 or similar						
STABILIZER BOMAG, 250 HP or similar						
STABILIZER/Recycler, COLD MILLING MACHINE						
BOMAG MPH 364 R-2 or similar.						
PAVER - HOT MIX ASPHALT Rubber-tired Paver						
PAVER - HOT MIX ASPHALT Track Paver						
SHOULDER PAVER ROAD WIDENER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth 5 Ton with 2 steel drums						
ROLLER, VIBRATORY SMOOTH DRUM 5 T, with Double Drums						
ROLLER, VIBRATORY SMOOTH DRUM Up to 10 T, Dual Drums						
ROLLER, VIBRATORY SMOOTH DRUM 11 T to 16 T DUAL DRUMS						
ROLLER, PNEUMATIC TIRED 5T to 30T, Articulated, Steered						
ROLLER - TRENCH VIBRATORY Tandem Axle, BOMAG BMP8500 or equal						
ROLLER - TRENCH VIBRATORY						
WACKER RTL82-SC3 or Equal						
ROLLER, VIBRATORY SINGLE DRUM SP 1 Drum 2XL 10 - 15 K GVW D						
ROLLER, VIBRATORY SINGLE DRUM SP 2XL 16 - 20 K GVW D						
ROLLER, VIBRATORY with Water 8-12 Ton SP with Tires, SINGLE DRUM						
ROLLER, VIBRATORY with Water DUAL DRUM						

DOT6622C020 - Attachment A - Equipment Rental Lease WITH Operator

Attention Bidders - Please enter your name in the block→

		Carl Belt, Inc.				
		Equipment Rental Without Delivery/WITH Operator			Equipment Delivery Fee	
Requested Contract Items Vendor's Pricing shall include All Support Vehicles needed for Equipment Operation such as water, transport, other ancillary vehicles, etc.	Enter each County name (write "ALL" for statewide availability)	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
		ATTENUATOR / "Shadow Truck" min. 30,000 GVW				
BOX DELIVERY TRUCK No CDL required, 24ft box min.						
CONCRETE -LINE PUMP, TRUCK MOUNTED Hydraulic Outrigger	ALL	\$1,425.00	\$5,700.00	\$19,950.00	\$300.00	\$8.00
CONCRETE -LINE PUMP, TRUCK MOUNTED up to 30 meters, no outrigger	ALL	\$1,425.00	\$5,700.00	\$19,950.00	\$300.00	\$8.00
CONCRETE -LINE PUMP, Truck mounted over 30 meters	ALL	\$1,425.00	\$5,700.00	\$19,950.00	\$300.00	\$8.00
DUMP TRUCK 1 axle						
DUMP TRUCK 2 axle						
DUMP TRUCK 3 axle						
DUMP TRUCK 4 axle						
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length min.						
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.						
FORKLIFT TRUCK Rough Terrain, 5 - 10 K lb. lift cap.						
TANKER WATER TRUCK Tanker - min 1500 gallons						
TRUCK - Heavy Industrial 4 Axle Steel Bed						
TRUCK - Heavy Industrial 5 Axle Steel Bed						
TRUCK - Heavy Industrial 2 Axle Aluminum "V" Bed						
TRUCK - Heavy Industrial 3 Axle Aluminum "V" Bed						
TRUCK - Heavy Industrial 4 Axle Aluminum "V" Bed						
TRUCK - Heavy Industrial 5 Axle Aluminum "V" Bed						
LOW BOY TRAILER with two drops in deck height - min 35 T						
PATCHING TRUCK DuraMAXX or similar						
PATCHING TRAILER DuraPatcher or similar						
ROCK WAGON / TRAILER						
10 ton to 15 ton single axle						
16 ton to 23 ton single axle						
24 ton to 30 ton single axle						
greater than 30 ton with walking beam tandem						
TRAILER 6 tons with ramps, min 18' length, 8.5' width						
TRAILER, for equipment 10,000 lbs or less, tilt style deck 16ft - 18 ft length to attach to a pintle hitch						
TRAILER, FOR EQUIPMENT 12,000 lbs - 14,000 lbs, tilt style deck to attach a pintle hitch						
TRAILER, FOR EQUIPMENT 14,000 GVWR						
BLOWER TRUCK, Mulch Blower, truck mounted						
BLOWER TRUCK, Straw Blower, truck mounted						
TRACTOR with MOWING Attachments						
John Deere 6200 or similar						
with Boom Mower Attachment						
with Flail Mower Attachment						
with Disc mower						
with Sicklebar Mower Attachment						
JARRAFF or equal All Terrain Tree Trimmer saw head on boom with 180 degree rotation Max cutting height 75 feet, 360 degree rotation on turntable 4wheel drive						

Equipment Rental/Lease WITH Operator 6622C020

Attachment B (ATT B) Mandatory Information Form

This form allows the Agency to calculate mileage cost and must be included with the bid.

Vendor shall complete this form to identify locations from where Vendor will deliver equipment with operator as ordered. The Vendor shall provide the 911 address or the most recent physical street address of its base locations.

Vendor Base Location(s) - Vendor shall list the Physical or 911 Address for each location:

Carl Belt, Inc.	
11521 Milnor Avenue	
Cumberland, MD 21502	

Service Counties as Bid: Vendor shall place an "X" beside the County(s) that Vendor agrees to service as ordered.

If no county(s) are marked, it will be expected that the Vendor can service ALL COUNTIES in the State of WV.

X	ALL WV Counties
---	-----------------

	Barbour
	Berkeley
	Boone
	Braxton
	Brooke
	Cabell
	Calhoun
	Clay
	Doddridge
	Fayette
	Gilmer
	Grant
	Greenbrier
	Hampshire
	Hancock
	Hardy
	Harrison
	Jackson
	Jefferson

	Kanawha
	Lewis
	Lincoln
	Logan
	McDowell
	Marion
	Marshall
	Mason
	Mercer
	Mineral
	Mingo
	Monongalia
	Monroe
	Morgan
	Nicholas
	Ohio
	Pendleton
	Pleasants

	Pocahontas
	Preston
	Putnam
	Raleigh
	Randolph
	Ritchie
	Roane
	Summers
	Taylor
	Tucker
	Tyler
	Upshur
	Wayne
	Webster
	Wetzel
	Wirt
	Wood
	Wyoming

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: Carl Belt, Inc. Address: 11521 Milnor Avenue

P.O. Box 1210

Name of Authorized Agent: David J. Madden Address: Cumberland, MD 21501-1210

Contract Number: ARFQ 0803 DOT2200000017 Contract Description: Equipment Rental/Lease with Operator

Governmental agency awarding contract: WV Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  David J. Madden Date Signed: 1/24/2022

Notary Verification

State of Maryland, County of Allegany:

I, David J. Madden, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 24th day of January

 Tiffany Pirolozzi
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (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 above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Carl Belt, Inc.

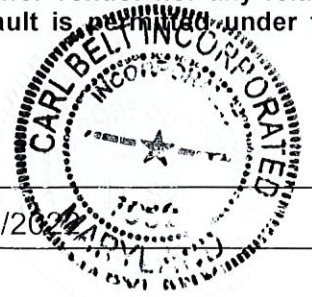
Authorized Signature: *David J. Madden* David J. Madden Date: 1/24/2022

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 24th day of January, 2022.

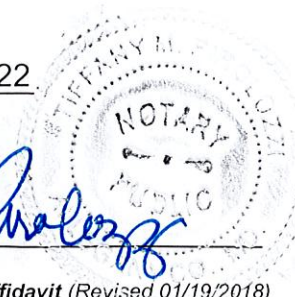
My Commission expires December 16, 2024.



AFFIX SEAL HERE

NOTARY PUBLIC

Tiffany Pirlozzi
Tiffany Pirlozzi
Purchasing Affidavit (Revised 01/19/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Svcs., Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500		CONTACT NAME: Kayla D. McCullough PHONE (A/C, No, Ext): 301 777-1500 E-MAIL ADDRESS: kmccullough@cbiz.com FAX (A/C, No):															
INSURED Carl Belt, Inc. PO Box 1210; 11521 Milnor Avenue Cumberland, MD 21502		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Am.</td> <td>25674</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Co</td> <td>23841</td> </tr> <tr> <td>INSURER D : Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E : Sirius International Insurance Corp</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co.	19445	INSURER B : Travelers Property Casualty Co of Am.	25674	INSURER C : New Hampshire Insurance Co	23841	INSURER D : Charter Oak Fire Insurance Co.	25615	INSURER E : Sirius International Insurance Corp		INSURER F :	
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INSURER D : Charter Oak Fire Insurance Co.	25615																
INSURER E : Sirius International Insurance Corp																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5268141	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489630	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP16N1563320NF	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			15893631	04/01/2021	04/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractors Equip			6604041B93A	04/01/2021	04/01/2022	Leased/Rented \$750,000
E	Pollution & Prof			CPPLS00019050	04/01/2021	04/01/2022	\$2,000,00/ \$4,000,000
B	Commercial Crime			107248652	04/15/2020	04/15/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of WV is included as an Additional Insured where applicable and required by contract.

CERTIFICATE HOLDER State of WV 1900 Kanawha Blvd. E, Bldg 5 Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Edward R. Seward</i>