



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:** 1270917  
**Solicitation Description:** ADDENDUM -2 EQUIPMENT LEASE/RENTAL WITH OPERATOR  
**Proc Type:** Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-09-05 14:30	SR 0803 ESR08312300000001142	1

**VENDOR**  
 000000219141  
 BTI CONTRACTING INC

**Solicitation Number:** ARFQ 0803 DOT2400000011  
**Total Bid:** 0  
**Response Date:** 2023-08-31  
**Response Time:** 14:03:24  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Jerry D Rush  
 304-414-6683  
 jerry.d.rush@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:**

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT, A FOR ACTUAL COST



**State of West Virginia  
Agency Request for Quote  
Highways**

<b>Proc Folder:</b> 1270917	<b>Reason for Modification:</b> Administrative revision to add Excel version of ATT A Pricing Page
<b>Doc Description:</b> ADDENDUM -2 EQUIPMENT LEASE/RENTAL WITH OPERATOR	
<b>Proc Type:</b> Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-30	2023-09-05 14:30	ARFQ 0803 DOT2400000011	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** *000000219141*

**Vendor Name :** BTI Contracting Inc  
 PO Box 314  
 Catlettsburg, KY 41129

**Address :**

**Street :**

**City :**

**State :** **Country :** *US* **Zip :**

**Principal Contact :** *Lisa M. Dem*

**Vendor Contact Phone:** *304-453-6196* **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X** *Lisa M. Dem* **FEIN#** *61-1367923* **DATE** *8-31-2023*

**ADDITIONAL INFORMATION**

Addendum 2 is issued for the following reasons:

- 1. To attach revised ATT A Pricing Page

No other changes

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY 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:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT, A FOR ACTUAL COST

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE 10:00A.M.	2023-08-30

	Document Phase	Document Description	Page
DOT2400000011	Final	ADDENDUM -2 EQUIPMENT LEASE/RENTAL WITH OPERATOR	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DOT240000014

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

*BTI Contracting Inc*

Company

*Tina M. Dem* President

Authorized Signature

*8-31-2023*

Date

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

REQUEST FOR QUOTATION  
Equipment Lease/Rental With Operator 6624C007

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**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response. If Vendor's equipment-stock changes during the contract period, equipment presented by the Vendor to the Agency must match the ADO and meet the parameters specified in the equipment description listed on the pricing pages and shall be subject to the terms and conditions of this contract. Final acceptance of changed equipment for project is at the discretion of the WVDOH.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for the purpose of inspecting or providing maintenance to the rental equipment.
- 8.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 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.

**Contract Manager:** Robert E. Scott  
**Telephone Number:** 304-453-6196  
**Fax Number:** 304-453-6430  
**Email Address:** robertscottbtie@wv.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.

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

ROBERT E. SCOTT - Estimator  
(Printed Name and Title) PO Box 314 Cynthiana, KY 40301  
(Address) 304-453-6196 304-453-6430  
(Phone Number) / (Fax Number) robertscott@bticorp.com  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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

BTI Contracting Inc.  
(Company) Lisa M. Deem  
(Signature of Authorized Representative) Lisa M. Deem, President  
(Printed Name and Title of Authorized Representative) 8-30-23  
(Date) 304-453-6196 304-453-6430  
(Phone Number) (Fax Number)



EQUIPMENT LEASE/RENTAL WITH OPERATOR  
6624C007

ATT B - Information Form

Vendor Name: BTI Contracting Inc

Vendor shall identify source locations (physical 911 address) where  
Contract Items will be provided from upon contract award.

**Bids submitted without ATT B will be disqualified.**

Please duplicate this page if listing additional source locations.

Vendor Source Location
2334 RT 52
KENOVA, WV 25530
Vendor Source Location
Vendor Source Location
Vendor Source Location
Vendor Source Location

Equipment Lease/Rental With Operator  
ATTACHMENT A PRICING PAGE (ATT A)

Vendor Name: BTI Contracting Inc

**Vendor Instructions:** Vendor shall mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. **Failure to include ATT A and ATT B will result in the disqualification of the affected bid.**

This is a multiple vendor award contract. All qualifying vendor meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 8 of the contract specifications. Estimated quantities are not available.

<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>	<i>District 6</i>	<i>District 7</i>	<i>District 8</i>	<i>District 9</i>	<i>District 10</i>
<input checked="" type="checkbox"/> Boone	<input checked="" type="checkbox"/> Cabell	<input checked="" type="checkbox"/> Calhoun	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Berkeley	<input checked="" type="checkbox"/> Brooke	<input checked="" type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Pendleton	<input checked="" type="checkbox"/> Fayette	<input checked="" type="checkbox"/> McDowell
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		<input checked="" type="checkbox"/> Wood		<input checked="" type="checkbox"/> Morgan					

Contract Item #	Contract Item Description	Lease/Rental With Operator			Mobilization	
		\$/Day up to 10 hours	\$/Week up to 50 Hours	\$/Month up to 176 Hours	First Mile	Additional Mile
<b>TRUCKS</b>						
126	Attenuator ("Shadow Truck") - 30,000 GVW					
127	Box Truck - 24' no CDL required					
128	Dump Truck - Single Axle					
129	Dump Truck - Double Axle					
130	Dump Truck - Triple Axle	\$1,100.00	\$5,500.00	\$22,000.00	\$350.00	\$10.00
131	Dump Truck - Quad Axle					
132	Flat Bed Truck - One ton 22' bed					
133	Forklift Truck Rough Terrain - 5,000 to 10,000 lbs lift capacity					
134	Tanker Truck Water - 1,500 gallon capacity					
135	Tanker Truck - with Recirculating Pump and/or Agitation System					
136	Truck - Heavy Industrial Steel Bed 4 Axle					
137	Truck - Heavy Industrial Steel Bed 5 Axle					
138	Truck - Heavy Industrial Aluminum "V" Bed 2 Axle					
139	Truck - Heavy Industrial Aluminum "V" Bed 3 Axle					
140	Truck - Heavy Industrial Aluminum "V" Bed 4 Axle					
141	Truck - Heavy Industrial Aluminum "V" Bed 5 Axle					

Equipment Lease/Rental With Operator  
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		\$/Day up to 10 hours	\$/Week up to 50 Hours	\$/Month up to 176 Hours	First Mile	Additional Mile
<b>TRAILERS</b>						
142	Trailer - Low Boy with two drop deck height, 35 tn min.	\$1,750.00	\$8,750.00	\$30,800.00	\$350.00	\$10.00
143	Trailer - Rock Wagon 10 to 15 tn single axle					
144	Trailer - Rock Wagon 16 to 23 tn single axle					
145	Trailer - Rock Wagon 24 to 30 tn single axle					
146	Trailer - Rock Wagon over 30 tn, tandem axle with walking beam					
147	Trailer - 6 tn, with ramps, 18 ft min length, 8 ft 6 in width					
148	Trailer - Equipment under 10,000 lbs, tilt deck, 16 to 18 ft, pintle hitch					
149	Trailer - Equipment under 12,000 to 14,000 lbs, tilt deck, pintle hitch					
150	Trailer - Equipment 14,000 lbs GVWR					
<b>TRACTORS</b>						
151	Tractor - with Boom Mower attachment					
152	Tractor - with Disc Mower attachment					
153	Tractor - with Flail Mower attachment					
154	Tractor - with Sickle Bar attachment					
<b>TRIMMER</b>						
155	All Terrain Tree Trimmer - Jarraff or equal, saw head boom with 180 degree rotation, 75 ft max cutting height, 360 degree turntable rotation, four wheel drive.					

Equipment Lease/Rental With Operator  
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		\$/Day up to 10 hours	\$/Week up to 50 Hours	\$/Month up to 176 Hours	First Mile	Additional Mile
<b>COMPACTORS</b>						
96	Compactor - Pneumatic Tired Roller					
97	Compactor - Smooth Drum Vibratory Roller					
98	Compactor - Vibratory Padfoot Roller					
<b>CEMENT/CONCRETE</b>						
99	Cement Spreader - Mechanical for Dry Cement Placement					
100	Concrete Line Pump - Truck Mounted over 30 meters					
101	Concrete Line Pump - Truck Mounted up to 30 meters no outrigger					
102	Concrete Line Pump - Truck Mounted with hydraulic outrigger					
103	Concrete Pump - Trailer Mounted					
104	Concrete Pump Truck-Alliance JXZR 20-4.10 or equal					
105	Concrete Pump Truck-Alliance JXZ 28-4.10 or equal					
106	Concrete Pump Truck-Alliance JXZZ 32-5.16 or equal					
107	Slurry Cement Spreader					
<b>PAVING</b>						
108	Patching Trailer					
109	Patching Truck					
110	Paver - Hot Mix Asphalt Rubber-Tired Paver	\$1,250.00	\$6,000.00	\$24,000.00	\$350.00	\$10.00
111	Paver - Hot Mix Asphalt Track Paver					
112	Planer/Cold Planer - BOMAG 500 or 600 or similar					
113	Reclaimer - 500 HP Self-propelled CAT RM500 B or similar					
114	Shoulder Paver/Road Widener Diesel Powered - 46 hp minimum, 1' to 6' width, 6" to 12" depth. 5 T, Dual Drum					
115	Shoulder Paver/Road Widener Gas Powered - 67 hp minimum, 1' to 6' width, 6" to 12" depth. 5 ton, Dual Drum					
116	Stabilizer - BOMAG 250 HP or similar					
117	Stabilizer/Recycler COLD MILLING MACHINE - BOMAG MPH 364 R-2 or similar.					

Equipment Lease/Rental With Operator  
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		\$/Day up to 10 hours	\$/Week up to 50 Hours	\$/Month up to 176 Hours	First Mile	Additional Mile
<b>ROLLERS</b>						
118	Trench Vibratory Roller - Tandem Axle, BOMAG BMP8500 or equal					
119	Trench Vibratory Roller - WACKER RTL82-SC3 or equal					
120	Vibratory Roller Single Drum - 10,000 to 15,000 lbs. GVW Diesel					
121	Vibratory Roller Single Drum - 16,000 to 20,000 lbs. GVW Diesel					
122	Vibratory Roller Single Drum with Water - 8 to 12 ton with tires.					
123	Vibratory Roller Smooth Drum - Up to 5 ton, Dual Drum					
124	Vibratory Roller Smooth Drum - 6 to 10 ton, Dual Drum	\$1,000.00	\$5,000.00	\$20,000.00	\$350.00	\$10.00
125	Vibratory Roller Smooth Drum - 11 to 16 ton, Dual Drum	\$1,500.00	\$7,500.00	\$30,000.00	\$350.00	\$10.00

RFQ No. 0803 DOT240000

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: BTI Contracting Inc  
Authorized Signature: [Signature] Date: 8-31-2023

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 31 day of August, 2023.

My Commission expires 2-12, 2026

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]  
*Purchasing Affidavit (Revised 07/01/2012)*



