STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION OF HIGHWAYS

D.O.T. OPERATED EQUIPMENT RENTAL PROPOSAL (Form RE-1A)

- 1. The undersigned contractor, hereinafter designated as the Contractor, shall furnish to the Department of Transportation the equipment described in paragraph 7 herein, in quantities as may be needed from time to time by the Department of Transportation and for such periods as may be necessary. The use of the equipment and the amount of use shall be determined by the Department of Transportation based upon current needs.
- 2. The Contractor shall furnish equipment in good operating condition. Department of Transportation personnel shall operate the subject equipment and shall be responsible for its safe operation. Normal wear and tear of the equipment shall be included in the established rental rate. Damage to the equipment by operator abuse shall be the responsibility of the Department of Transportation. The Department of Transportation may refuse delivery or may return any equipment found to be defective or unsafe to perform job functions.
- 3. Department of Transportation equipment and personnel shall be used to transport equipment between job sites.
- 4. This Rental Equipment Agreement shall commence on the date the Department of Transportation issues a purchase order and shall be effective for a period of one (1) year. At the option of the Department of Transportation, this agreement may be extended additional periods of one (1) year each up to a maximum total contract time of three (3) years, at the same prices, terms and conditions.
- 5. Rental shall be on a daily, weekly or monthly basis in accordance with the rates set out in paragraph 7 herein. The contractor will not be paid for equipment downtime for servicing, and/or breakdown due to unforeseen equipment failures that were no fault of the Department of Transportation. Maintenance, servicing, and repairs to the equipment shall be the responsibility of the contractor. Payment for equipment use shall begin upon acceptance by the Department and shall end upon return of said equipment to the contractor.

FORM RE-1A (8/93; REV. 5/2000; REV. 11/2013; REV. 6/2016)

- 6. Contractor shall be responsible for all costs or charges incurred in the operation and maintenance to the equipment during the rental period except costs for fuel and operator.
- 7. Rental of equipment shall be for the following counties and at the following rates:

LIST OF COUNTIES:

LIST OF EQUIPMENT AND PRICES:

LINE	QTY	DESCRIPTION	CAP.	YR.	RATES		
ITEM				MODEL	DAY	WK.	MO.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY.

8. All rates are considered firm and may not be increased for the term of this agreement. However, the contractor has an option to lower any rate upon notification in writing to the Department of Transportation, Division of Highways field office. The field office shall forward the notification of lowered prices to the Department of Transportation Purchasing Office; where the old rate shall be deleted and the new price added in its place. Unless additional requests to lower prices are received, the new rate shall remain in effect until the termination of this agreement.

- 9. Contractor agrees to furnish any or all of the equipment described in paragraph 7 subject to availability and the terms of this proposal.
- 10. This proposal and the Department of Transportation purchase order indicating its acceptance shall constitute the rental agreement. This contract is subject to closure by either party upon a sixty (60) day written notice.
- 11. It is the intent of the North Carolina Department of Transportation to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Department's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above please check the appropriate space:

MINORITY BUSINESS () WOMEN'S BUSINESS ()

DISABLED BUSINESS ()

12. The contractor shall provide proof of insurance in an amount sufficient to protect the North Carolina Department of Transportation against any claim, demand, suit, liability, judgment and expense involving fire, theft, vandalism, and Acts of God arising out of the rental of the subject equipment. The cost of said insurance shall be included in the hourly, weekly, and monthly rental rates charged by the contractor. The obligations assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees.

Contractor shall provide and maintain, during the term of this contract, comprehensive general liability insurance which shall protect the contractor and the Department of Transportation from claims for accidental death, bodily injury or property damage which may arise from any defect or malfunction of the equipment provided. The insurance coverage provided for equipment shall be in the amount of \$750,000.00 (minimum) per occurrence. Proof of coverage shall be submitted to the Department upon request.

13. IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute G.S. 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at http://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx.

By submitting the Offer, the Contractor certifies that, as of the date of this rental agreement, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with G.S. 147-86.59,

the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

COMPANY NAME:			
	(Type or H	Print)	
SIGNATURE:			
	(Authorized Company	y Representative)	
TITLE OF PERSON SI	GNING:		
ADDRESS OF COMPA	NY:		
		(Street)	
(City)	(State)		(Zip Code)
Telephone Number	Federal Tax I.D. No.	Social Security Number	
WITNESSED BY:		DATE:	
DISTRIBUTION:			
ORIGINAL – with Purchase Requise SECOND COPY – Contractor	ltion		
THIRD COPY – Division Engineer			
FOURTH COPY – Field Engineer			

SUBSTITUTE FORM W-9 VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME:			
MAILING ADDRESS: STREET/PO BOX:			
CITY, STATE, ZIP:			
DBA / TRADE NAME (IF APPLICABLE):			
	INDIVIDUAL (use Social Security No.) CORPORATION (use Federal ID No.) ESTATE/TRUST (use Federal ID no.) OTHER / SPECIFY		ral ID No.)
SOCIAL SECURITY NO.			Social Security #)
OR FED.EMPLOYER IDENTIFICATION NO.		(E	Smployer Identification #)
COMPLETE THIS SECTION IF PAYMENTS	ARE MADE TO AN ADDRESS OTHER TH	AN THE ONE LISTED ABOVE:	
REMIT TO ADDRESS: STREET / PO BOX	is		
CITY, STATE, ZIF			
Participation in this section is voluntary. You are not req registration process and its sole purpose is to collect statis firm's group definition. What is your firm's ethnicity? (Prefer Not T Hispanic American, Asian-Indian What is your firm's gender? (Prefer Not to	tical data on those vendors doing business with NCDOT To Answer, African American, Native /	If you choose to participate, circle the and American, Caucasian American)	wer that best fits your n, ∏Asian American,
 I am a U.S. person (including a U.S. resident alie The IRS does not require your consent to any 	(a) I am exempt from backup withholding, or (b) I h interest or dividends, or (c) the IRS has notified me th	at I am no longer subject to backup with ations required to avoid backup with	holding, and
NAME (Print or Type)	TITLE (I	rint or Type)	
SIGNATURE	DATE	PHONE NUMBE	R

EMAIL ADDRESS