



March 31, 2009
Commonwealth of Virginia
Statewide Contract
Emergency Generators

(usage must be approved by VA EOC – see below)

Term Contract PF-440-09

(updated 5/29/2009 with Change 01- see pages 2 and 3)

Contract Period: April 1, 2009 through March 31, 2010

Master Agreement MA - E194 – 364 - 3

NIGP Commodity Code: 28537 Generators, Portable, Engine Driven

Authorized Users: This contract for portable rental generators and other related supplies and services is to be used on an as-needed basis for state or other public body declared emergencies only. The intent of this contract is to support the Commonwealth of Virginia Emergency Operations Center (EOC), but will be available for use by all public bodies including the Commonwealth's agencies and political subdivisions as approved by the EOC. This contract may also be construed as an Emergency Management Assistance Compact (EMAC) asset for the Commonwealth of Virginia.

Contractor:

Carter Machinery Company, Inc.
Power Systems Division
10990 Air Park Road
Ashland, VA 23005

TIN# 371170559
eVA Vendor/Customer Number: E11838

Wannie V. Cook
PSD Rental Sales Representative
Tele: 804-752-6070, ext. 3519
Cell: 804-337-3686
Pager: 800-799-3629
After Hours: 804-257-7667
Fax: 804-752-2812
Email: wannie_cook@cartermachinery.com
ALTERNATE CONTACT: Jon Stewart
Office: 804-271-5952 or cell 804-640-2543

VIEW AND PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

A handwritten signature in black ink that reads "Matt Manion".

Matt Manion, C.P.M., VCO
Statewide Service Contract Officer
Telephone: 804-786-2397
Fax: 804-786-5413
Email: Matt.Manion@dgs.virginia.gov

INTRODUCTION

This statewide term contract is established as a result of Request for Proposals (RFP) number 51, Statewide Term Contract for Emergency Generators, issue date July 8, 2005. The RFP, including Amendment 1 issued July 22, 2005, the RFP terms and conditions, Carter Machinery Company, Inc.'s proposal received July 28, 2005, and negotiated modifications are incorporated into this contract. DPS reference: eVA e-procurement folder number 440.

This contract for portable rental generators and other related supplies and services is to be used on an as-needed basis for state or other public body declared emergencies only. The intent of this contract is to support the Commonwealth of Virginia Emergency Operations Center (EOC), but will be available for use by all public bodies including the Commonwealth's agencies and political subdivisions as approved by the EOC. This contract may also be construed as an Emergency Management Assistance Compact (EMAC) asset for the Commonwealth of Virginia.

For EOC approval, contact the state or VERT Logistics Chief, Virginia Department of Emergency Management, Virginia Emergency Operations Center, at 804-674-2400. (Change 01 dated 5/29/2009)

Any state agency or other public body placing orders under this contract will assume all liability for the payment of bills, invoices, etc. that result from such orders, and for lost or damaged equipment.

The state agency or other public body will provide the following to Carter Machinery Company, Inc. with their eVA purchase order:

- 1) A copy of the Commonwealth of Virginia "Certificate of Liability Coverage" (see the template attached to this contract), a statement that they are self-insured, or an insurance certificate showing a minimum of \$1 million in General Liability coverage and a minimum Physical Damage coverage on rented equipment of \$25,000 or the value of the equipment rented, whichever is greater.
- 2) A tax exempt form or number.

For the purposes of this contract, a using entity, whether a state agency or other public body, may be referred to as "agency" "agencies", or "the Commonwealth".

INSTRUCTIONS

1. **ORDERS:** Unless otherwise instructed by the Division of Purchases and Supply, all agencies and other public bodies of the Commonwealth of Virginia using this contract must place orders through eVA (www.eva.virginia.gov)
2. The applicable contract number, Contractor name and federal employer identification number (FEI), purchase order number, and complete description of services must be shown on each purchase order.
3. Approval of vendor's invoice is the responsibility of state agency or other public body placing the order.
4. Any complaint as to unsatisfactory Contractor performance, or violation of contract

provisions by Contractor, shall be reported to the Division of Purchases and Supply. The Complaint to State Vendor Form (DGS-41-024), by which to facilitate the notification of the Contractor and this office of complaints, is available from the Division of Purchases and Supply web site at www.eva.virginia.gov.

5. Renewals/Price Adjustments. This contract may be renewed by the Commonwealth upon written agreement of both parties for up to one (1) successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. Requests by the contractor for price adjustments may be negotiated at the time of contract renewal, and should be submitted 90 days prior to expiration of the contract. Any price increase requests will be reviewed for acceptability and reasonableness. The Consumer Price Index (CPI), the Producer Price Index (PPI) and other applicable indices will be used as guides in evaluating price increase requests. However, contractor is further advised that decreases which affect the cost of goods or services are required to be immediately conveyed to the Commonwealth.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

SPECIFICATIONS SUMMARY

This contract for portable rental generators and other related supplies and services is for use by Commonwealth of Virginia agencies and other public bodies on an as-needed basis for state or other public body declared emergencies only.

The intent of this contract is to support the Virginia Emergency Operations Center (EOC), but will be available for use by all public entities including the Commonwealth's agencies and political subdivisions as approved by the EOC. This contract may also be construed as an Emergency Management Assistance Compact (EMAC) asset for the Commonwealth of Virginia.

For EOC approval, contact the state or VERT Logistics Chief, Virginia Department of Emergency Management, Virginia Emergency Operations Center, at 804-674-2400. (Change 01 dated 5/29/2009)

Any state agency or other public body placing orders under this contract will assume all liability for the payment of bills, invoices, etc. that result from such orders, and for lost or damaged equipment. The state agency or other public body will provide the following to Carter Machinery Company, Inc. with their eVA purchase order:

- 1) A copy of the Commonwealth of Virginia "Certificate of Liability Coverage" (see the template attached to this contract), a statement that they are self-insured, or an insurance certificate showing a minimum of \$1 million in General Liability coverage and a minimum Physical Damage coverage on rented equipment of \$25,000 or the value of the equipment rented, whichever is greater.
- 2) A tax exempt form or number.

For the purposes of this contract, a using entity, whether a state agency or other public

body, may be referred to as “agency” “agencies”, or “the Commonwealth”.

- I. The contractor(s) shall provide all labor, supervision, equipment, supplies, and services to furnish portable rental generators and other related supplies and services to include loading, unloading, transportation to deliver, set-up if required, provide quality control, technical advice and reporting on all matters related to the contract. As requirements arise for specific quantities of items covered herein, the authorized state agency individuals will place orders. CONTRACTOR SHALL PROVIDE THE GENERATOR EQUIPMENT AND ANY ASSOCIATED SERVICES WITH DUE DILIGENCE AND RAPID RESPONSIVENESS FOR THE DURATION OF THE EVENT.
 - A. Generators shall be portable and should be skid mounted or trailer mounted for ease of transport.
 - B. Generators shall be suitable for all-weather use.
 - C. Each generator shall contain no more than 200 gallons of fuel unless directed otherwise by the Commonwealth and 100 feet of cable per phase needed unless otherwise specified (i.e. if the unit is for a 3 phase hook up, there should be 3 each 100 ft. cables ready for hookup). Each unit shall be a complete “set”, ready for use and should include items such as battery, charger, muffler, fuel tank, etc. as required for operation.

Rental Generators will arrive full of fuel or to the DOT allowable limit (no more than 200 gallons) and should be returned in the same manner. Fuel added upon return will be invoiced at \$4.95 per gallon. The customer is responsible for removal of fuel prior to return of unit for transport according to DOT regulations regarding transport. Customer is responsible for daily operation, monitoring of all fluids, and all make-up fluids and fuel. Documentation of fuel tank percentage will be made on equipment damage inspection sheet upon delivery to job site and pickup – copy to be provided to customer receiving / releasing person on each occurrence.

Each Rental Generator will be delivered with the amount of cable requested (subject to availability). Cables not returned or returned damaged will be invoiced at replacement cost plus a 15% administrative charge. Documentation of quantity of load cable delivered and picked up will be made on equipment damage inspection sheet upon delivery and pick up – copy to be provided to customer receiving / releasing person on each occurrence. Copy of replacement cost invoice for items not returned or returned damaged to be provided to customer.

- D. The generator units shall be clearly labeled. Complete documentation inclusive of operation instructions shall be provided with each unit.
- E. Diesel is much more available and safer during an emergency situation; therefore, for the purposes of this contract, only diesel-fueled rental generators shall be provided.
- F. Rentals shall be billed at the rates agreed upon contract award, which should be usual and customary.
 1. Typical billing is as follows:

- a) 3 days to 7 days should be a weekly rate (if the commodity is retained for a full 3 days, then the weekly rate should apply)
 - b) 3 weeks to 1 month should be equivalent to three weeks of the weekly rate.
 - c) One day to three days will be equal to the weekly rate divided by three multiplied by the number of days the unit is used.
2. As to operational time, it will be difficult to record each and every time clock on each and every generator in an event. The rate applied shall be no more than 1.5 times the normal 8-hour rate for unlimited usage whether unloaded or not. In most instances, agencies will run units 24 hours per day.
 3. The term of the agreement for each generator order shall commence on the date the equipment is ordered and shall expire on the date the equipment is returned to Carter via telephone or other means. If you keep the equipment after the end of the week minimum rental period, unless Carter contacts you and negotiates that you surrender and return the equipment, the agreement shall continue on the same terms and conditions on a week-to-week basis until terminated at any time by either party (you or Carter) and rent and other charges will be based on the number of days you kept the equipment past the end of the rental period. As a result of declared emergencies or disasters, rental billing is as follows and in accordance to pricing schedule Attachment 1-F:
 - a. One (1) week minimum rental term.
- G. The advice and/or assistance of a technician and/or mechanic may be required. Labor Rate (call out fees) must be documented on a service ticket and signed by an authorized representative of the state agency or other public body placing the order. Labor rates shall not include a technician or mechanic going to the depot to prepare a generator for shipment, unless it is after normal business hours. If an order from a state agency or other public body requires that a technician or mechanic stay overnight, the contractor shall pay for the required hotel and meals. The state agency or other public body placing the order will reimburse the contractor's actual hotel and meal costs, with no cost plus, according to the Commonwealth of Virginia travel regulations and per diem. All hotel and meal reimbursement requests are subject to audit and rejection. All other travel costs shall be included in the Labor Rate.

Pricing: See attached pricing schedule (Attachment 1-F) Weekly rates will apply. Documentation of generator service meter reading will be made on equipment damage inspection sheet upon delivery to job site and pick up – copy to be provided to customer receiving / releasing person on each occurrence.

Delivery, set up, and pickup charges are not included in the rental unit costs.

- a. Actual freight charges will vary and depend largely on the location of the equipment; every effort will be made to ship the unit as economically as possible. Transportation to and from the destination is normally provided via a Carter Machinery vehicle and invoiced on an hourly basis of \$75/hour during normal business hours beginning with the loading of equipment and ending

when the vehicle leaves the destination. Outside of normal business hours, transportation using a Carter Machinery vehicle is invoiced at \$112.50/hour. If it becomes necessary to use an outside source hauler to deliver the equipment, then the transportation charges invoiced will reflect the actual charges invoiced to Carter Machinery plus a 15% administrative charge. Equipment can be made available for customer pick up / delivery. A copy of the vendor's invoice can be provided upon request for verification of charge.

b. Set up of equipment will be invoiced to customer based on time and materials at service rates in pricing schedule - \$95/hour including travel time during normal business hours (Monday-Friday 7:00 AM to 5:00 PM), \$142.50/hour including travel time during non-business hours and Saturday, \$190/hour including travel time on Sundays and holidays.

The advice and/or assistance of a technician is available via phone at no additional cost. Site visits requested or made by a technician will be invoiced at the service rates in the pricing schedule - \$95/hour including travel time during normal business hours (Monday-Friday 7:30 a.m. to 4:00 p.m.), \$142.50/hour including travel time during non-business hours and Saturday, \$190/hour including travel time on Sundays and holidays.

Set-up includes connecting the provided load cables to the generator bus and towards the facility load source in addition to review of start-up and shutdown procedures. No electrical load connections will be made by the Contractor. Lockout/tagout procedures will be followed.

Delivery time from order will vary and depend largely on the availability and location of the equipment; every effort will be made to locate and deliver the requested equipment as quickly and as economically possible. Carter Machinery cannot commit to maintaining any level of generator availability or delivery time.

All rental fleet generators (not already on a Guaranteed Electric Power Contingency Plan) would be available for rental to the Commonwealth and any other contractor or business that has or establishes an account with Carter Machinery.

For each delivery, the Equipment Damage Inspection sheet is to be used as bill of lading or manifest – copy to be provided to customer receiving person on each occurrence. The Equipment Damage Inspection sheet shall be clearly legible and include all significant generator information, including serial number and size.

- H. The contractor should attempt to maintain or have available inventory sufficient to make shipment within eight hours after receipt of order(s); however, it is highly desired for delivery to be provided within four (4) hours if requested.
- I. The resulting contract shall take priority over non-emergency provision of generators. The contractor should commit to giving the filling of Virginia emergency orders against the resulting contract priority over other sales.
- J. The Contractor shall deliver the generators in the quantities specified and as mutually agreed upon to the delivery sites specified, and at the times specified in delivery orders and this contract.

- K. For each delivery, the Contractor shall provide a bill of lading or manifest, which must be signed by a state agency or other public body employee or designee.
- L. Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that maybe applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority.
- M. **CONTRACTOR QUALIFICATIONS:**
 - 1) The contractor shall have experience providing the equipment offered and have the ability to provide technical assistance in generator selection.
 - 2) The contractor shall have various communication methods for use in the performance of the work and should include facsimile machines, cellular telephones, pagers and electronic mail usable throughout the Contractor's performance area. The contractor shall provide an emergency contact list suitable to assure that orders may be filled during emergencies/disasters.
- N. Carter Machinery must notify the Commonwealth prior to shipping any non-Caterpillar generator under this contract.
- O. Carter Machinery will accept eVA purchase orders, check, electronic funds transfer, or with the Commonwealth's authorized procurement (charge) card. Carter will accept the Commonwealth's small purchase card for invoices under \$5,000 per transaction, and the Commonwealth's Gold Card for purchases up to \$50,000. Carter will accept payments utilized by the state agencies and other public bodies authorized to use this contract by the Virginia EOC.
- P Carter Machinery shall provide to the Commonwealth upon request a listing of each generator rented under this contract, including model number, serial number, the name of the agency or other public body that received the generator, the rental dates, and all cables, supplies and other services provided.

REPORTING AND DELIVERY INSTRUCTIONS

- A. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES (SWAM) REPORTING:** The Contractor agrees to report the use of SWAM businesses in performance of the contract by providing the Commonwealth of Virginia purchasing office quarterly or as mutually agreed upon, reporting at a minimum the following information: name and address of SWAM firm, SWAM status (small, women, and/or minority-owned), Department of Minority Business Enterprise (DMBE) certification number, SWAM firm contact person telephone number and email address, type of goods/services for expenditure, and total dollar amount of expenditure with SWAM firm.
- B. PURCHASE VOLUME REPORT:** The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: 1. A report shall be submitted within 14 calendar days after an emergency or disaster during which time the contractor receives orders. 2. In addition, the Contractor shall furnish annual reports approximately 90 calendar days prior to the expiration date of the contract. If no purchases are made, contractor must so state. 3. All reports shall be delivered to the Division of Purchases and Supply no later than 14

calendar days after the request has been made by the Division and 30 days prior to expiration. Reports shall be sent to the attention of the appropriate contract officer. Each report shall be in two segments: (1) One to report the total dollar volume of purchases and the total number of each item ordered by State agencies, institutions and departments; (2) One to report the total dollar volume of purchases and number of each item ordered by all other Commonwealth public bodies (e.g. cities, towns, counties, schools and authorities, etc.), if authorized users of this contract.

TERMS AND CONDITIONS SUMMARY

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SHIPPING TERMS: Products delivered shall be shipped FOB Destination.

QUANTITIES: Quantities are unknown. The pending contract is an indefinite delivery/indefinite quantity contract. The contractor shall supply at stated prices for actual quantities as ordered.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.

eVA Business To Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research

historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

eVA Business-To-Government Contracts and Orders: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified in below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award**. For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal**.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional**. Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

METHOD OF PAYMENT: Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the state agency or other public body.

The firm shall submit invoices listing the services performed and completed to the state agency or other public body that placed the order. The invoice should cite the Purchase Order Number, and dates of services.

The State will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

Carter Machinery Company, Inc. Attachment 1-F, revised 4/18/06, 7/19/06 & 8/21/06
 PRICING SCHEDULE (3/31/2009) MA-E194-364-3
 April 1, 2009 – March 31, 2010

Carter Machinery Company, Inc. Attachment 1-F, revised 04/18/2006, 07/19/2006 and 08/21/2006

PRICING SCHEDULE (3/31/2009)
Prices good April 1, 2009 through March 31, 2010

Rental Unit Cost Per Generator

| <i>KW</i> | | <i>Weekly (Unlimited Usage)</i> | <i>Number of 50 foot sections of Load Cables for 100ft.run each phase & ground.</i> |
|-----------|--|-------------------------------------|---|
| 5.6 | | \$214 | N/A |
| 20 | | \$500 | 8 |
| 25 | | \$630 | 8 |
| 30 | | \$700 | 8 |
| 40 | | \$910 | 8 |
| 50 | | \$1,000 | 8 |
| 60 | | \$1,070 | 8 |
| 75 | | \$1,200 | 8 |
| 100 | | \$1,400 | 8 |
| 125 | | \$1,680 | 8 |
| 150 | | \$1,830 | 8 |
| 175 | | \$2,070 | 8 |
| 200 | | \$2,200 | 8 |
| 225 | | \$2,424 | 8 |
| 250 | | \$2,730 | 8 |
| 300 | | \$3,060 | 16 |
| 350 | | \$3,480 | 16 |
| 400 | | \$3,780 | 16 |
| 500 | | \$4,590 | 16 |
| 600 | | \$5,520 | 24 |
| 750 | | \$6,480 | 24 |
| 800 | | \$6,720 | 32 |
| 900 | | \$7,470 | 32 |
| 1000 | | \$8,220 | 32 |
| 1250 | | \$9,480 | 40 |
| 1500 | | \$11,070 | 48 |
| 1750 | | \$12,600 | 56 |
| 2000 | | \$14,040 | 64 |
| | | | |

Rental Unit Cost for Generator Load Cable

Load Cable Rental Rate = \$.80 per foot weekly rate. Daily rate is \$.40 per foot.

Carter Machinery Company, Inc. Attachment 1-F, revised 4/18/06, 7/19/06 & 8/21/06
 PRICING SCHEDULE (3/31/2009) MA-E194-364-3
 April 1, 2009 – March 31, 2010

TRANSPORTATION (Mobilization/Demobilization Fee):

Transportation to and from the destination is normally provided via a Carter Machinery vehicle and invoiced on an hourly basis of \$75/hour during normal business hours beginning with the loading of equipment and ending when the vehicle leaves the destination. Outside of normal business hours, transportation using a Carter Machinery vehicle is invoiced at \$112.50/hour. If it becomes necessary to use an outside source hauler to deliver the equipment, then the transportation charges (Mobilization/Demobilization Fee) invoiced will reflect the actual charges invoiced to Carter Machinery plus a 15% administrative charge.

LABOR RATE:

| | |
|---|----------|
| Hourly rate for set-up technician <u>during</u> business hours | \$95 |
| Hourly rate for set-up technician <u>after</u> business hours and Saturday | \$142.50 |
| Hourly rate for set-up technician on Sunday and Holidays | \$190 |
| Hourly rate for generator mechanic <u>during</u> business hours | \$95 |
| Hourly rate for generator mechanic <u>after</u> business hours and Saturday | \$142.50 |
| Hourly rate for generator mechanic on Sunday and holidays | \$190 |

- **Labor rates are portal to portal documented.**
- **Carter's Normal hours of Operation: Monday through Friday, 7 AM to 5 PM.**
- **When an overnight stay is required, the state agency or other public body placing the order will reimburse the contractor's actual hotel and meal costs, with no cost plus, according to the Commonwealth of Virginia travel regulations and per diem. See Specifications Summary section of the contract for more details.**
- **The Commonwealth will not pay labor for mechanical breakdowns. The Commonwealth will pay labor for scheduled fluid maintenance changes.**

DAILY STANDBY RATE FOR TRAILERS:

The daily standby rate for trailers will be the demurge cost plus **15%** of demurge cost (Demurge cost x 1.15)

Carter Machinery Company, Inc. Attachment 1-F, revised 4/18/06, 7/19/06 & 8/21/06
 PRICING SCHEDULE (3/31/2009) MA-E194-364-3
 April 1, 2009 – March 31, 2010

Rental Unit Cost for Other Power System Equipment

| <i>Item</i> | <i>Weekly</i> | <i>Notes</i> |
|--|---------------|--|
| Spider Box | \$100 | 50 Amp w/(6) 20amp/120v Rec. |
| Other sizes & configurations can be sourced. Call with specifications for pricing. | | |
| Distribution Panel | \$225 | Single Phase w/(16) 20amp/120v Rec. |
| Other sizes & configurations can be sourced. Call with specifications for pricing. | | |
| Transformer 2500kVA | \$1,900 | LV: 480 Delta HV: 2400/4160Y/2400 x 7200/12470Y/7200 |
| Transformer 3000kVA | \$3,000 | LV: 480 Delta HV: 2400/4160Y/2400 x 7200/12470Y/7200 |
| Other sizes & configurations can be sourced. Call with specifications for pricing. | | |

Rental Unit Cost for Light Plant

| <i>Item</i> | <i>Daily (Unlimited Usage)</i> | <i>Weekly (Unlimited Usage)</i> |
|-------------|------------------------------------|-------------------------------------|
| 4000 Watt | 200 | 400 |

Rental Unit Cost for Temperature Control Equipment

Note: Generator or other power source is required to operate temperature control equipment.
 Mechanical contractor may be required to make final install connections.

Air Conditioning

| <i>Ton</i> | <i>Weekly</i> | <i>Notes</i> |
|------------|---------------|--------------|
| 1.1 | \$350 | |
| 2.3 | \$425 | |
| 5 | \$775 | |
| 8 | \$950 | |
| 10 | \$1,250 | |
| 30 | \$1,500 | |
| 60 | \$2,250 | |
| 80 | \$3,000 | |
| | | |

Air Cooled Chillers

| <i>Ton</i> | <i>Weekly</i> | <i>Notes</i> |
|------------|---------------|--------------|
| 40 | \$650 | |
| 50 | \$1,500 | |
| 60 | \$1,750 | |
| 80 | \$1,900 | |
| 100 | \$2,000 | |

Carter Machinery Company, Inc. Attachment 1-F, revised 4/18/06, 7/19/06 & 8/21/06
 PRICING SCHEDULE (3/31/2009) MA-E194-364-3
 April 1, 2009 – March 31, 2010

| | | |
|---------|---------|--|
| 120 | \$2,200 | |
| 150 | \$2,500 | |
| 200 | \$3,000 | |
| 250 | \$3,750 | |
| 300 | \$4,500 | |
| 400 | \$6,000 | |
| 450/500 | \$7,200 | |
| | | |

Water Cooled Chillers

| <i>Ton</i> | <i>Weekly</i> | <i>Notes</i> |
|------------|---------------|--------------|
| 525 | \$6,000 | |
| | | |

Air Handlers

| <i>Ton</i> | <i>Weekly</i> | <i>Notes</i> |
|------------|---------------|--------------|
| 100-150 | \$1,350 | |
| | | |

Accessories

| <i>Item</i> | <i>Weekly</i> | <i>Notes</i> |
|--------------------|-----------------|--------------|
| 4" Hose (chillers) | \$2 per foot | |
| 6" Hose (chillers) | \$3 per foot | |
| Duct (ac) | \$2.50 per foot | |
| Lay-flat Duct (ac) | \$2.50 per foot | |
| | | |

Heaters

| <i>Size</i> | <i>Weekly</i> | <i>Notes</i> |
|-----------------|---------------|--------------|
| 150,000 BTU | n/a | |
| 400,000 BTU | \$200 | |
| 700,000 BTU | \$250 | |
| 2,000,000 BTU | \$325 | |
| 3,500,000 BTU | \$500 | |
| 150 kw electric | \$1,200 | |
| | | |

Dehumidifiers

| <i>Size</i> | <i>Weekly</i> | <i>Notes</i> |
|-------------|---------------|--------------|
| 5000 cfm | \$1,685 | |
| | | |