



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

State of West Virginia
Master Agreement

Order Date: 08-16-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0070 DOT2300000008 1	Procurement Folder:	1033516
Document Name:	Double Drum Roller 7022EC11	Reason for Modification:	
Document Description:	Double Drum Roller 7022EC11		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000201669 LESLIE EQUIPMENT CO 19 GOFF CROSSING DR CROSS LANES WV 25313 US Vendor Contact Phone: 3042041818 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Denise L Brown Requestor Phone: (304) 473-5328 Requestor Email: dee.l.brown@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV 26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tina Fisher 8/17/2022*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray 8/19/2022*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *8/19/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Leslie Equipment Co., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOT), into an open-end contract to provide Double Drum Roller per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 05/23/2022, Addendum_2 dated 05/26/2022, Addendum_3 dated 05/31/2022 and the Vendor's bid dated 06/22/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101505			EA	63750.000000
	Service From	Service To			

Commodity Line Description: Double Drum Roller

Extended Description:

Double Drum Roller

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

General's Office (Attorney General approval is as to form only).

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division 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 Purchasing Division 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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 Purchasing Division prior to Contract award.

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

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

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. 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.

35. 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. 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.

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term 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.

(Name, Title) Free W, sales rep
(Printed Name and Title) Trent May, sales rep
(Address) 19 Goff Crossing Drive, Cross Lanes WV 25313
(Phone Number) / (Fax Number) 304-204-1818 / 304-204-1811
(email address) may.trent@lec1.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Leslie Equipment Company
(Company)
Free W, sales rep
(Authorized Signature) (Representative Name, Title)
Trent May, sales rep
(Printed Name and Title of Authorized Representative) (Date)
304-204-1818 / 304-204-1811
(Phone Number) (Fax Number)
may.trent@lec1.com
(Email Address)

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** means West Virginia Division of Highways.
 - 2.5 **“MPH”** means miles per hour.
 - 2.6 **“FMVSS”** means Federal Motor Vehicle Safety Standards.
 - 2.7 **“GVWR”** means Gross Vehicle Weight Rating.
 - 2.8 **“ABS”** means antilock brake system.
 - 2.9 **“PSI”** means pounds per square inch.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

3.1.1 General.

3.1.1.1 The unit specified herein and offered shall be manufactured after January 1, 2022.

3.1.1.2 Unit bid shall be a minimum of 8300 pounds operating weight and a maximum 9950 pounds.

3.1.1.3 Control panel shall be LCD display and include a vandal protection package. Display shall show engine speed, fuel level, hydraulic temp, low water level for spray system, drum selections, water spray settings, park brake and any other standard warning indicators.

3.1.1.4 Unit bid shall have two front LED work lights, one rear LED work light, front and rear turn signals and a warning beacon installed from the manufacturer.

3.1.1.5 Drum scrapers shall be spring loaded.

3.1.1.6 Unit bid shall have a battery disconnect switch.

3.1.1.7 Unit bid shall have a fixed ROPS with sun canopy

3.1.1.8 Unit bid shall have an operator presence sensor in the seat.

3.1.1.9 Unit bid shall have an adjustable sliding seat.

3.1.1.10 Unit bid shall have traction control.

3.1.1.11 Unit bid shall be capable of 6.2 miles per hour travel speed.

3.1.1.12 Unit bid shall have a minimum 45 gross horsepower diesel engine.

3.1.1.13 Unit bid shall have a hydrostatic transmission.

3.1.1.14 Maximum weight at front drum 4800 pounds.

3.1.1.15 Maximum weight at rear drum 5100 pounds

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

3.1.2 Dimensions:

3.1.2.1 Compaction width shall be a minimum 54 inches.

3.1.2.2 Curb clearance shall be a minimum of 11 inches.

3.1.2.3 Inside drum edge turning radius shall be a maximum of 10 feet.

3.1.2.4 Ground clearance shall be a minimum of 10 inches.

3.1.2.5 Overall length of unit bid shall be 110 inches minimum and 113 inches maximum.

3.1.2.6 Wheelbase of unit bid shall be 75 inches minimum

3.1.2.7 Maximum height of unit bid shall be 110 inches.

3.1.2.8 Drum diameter on unit bid shall be 30 inches minimum.

3.1.2.9 Drum width of unit bid shall be 54 inches minimum.

3.1.3 Vibratory System:

3.1.3.1 Centrifugal force per drum shall be a minimum of 5700 pounds

3.1.3.2 Centrifugal force per drum shall be a minimum of 7500 pounds.

3.1.3.3 Unit bid shall be capable of variable Hertz minimum allowable range of 30 Hertz and a maximum of 61 Hertz.

3.1.3.4 Vibratory system shall have an automatic de-activation when the propel lever is in the neutral position.

3.1.3.5 Vibration shall be front, rear or both.

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

3.1.4 Capacities:

3.1.4.1 Fuel capacity shall be a minimum of 14 gallons.

3.1.4.2 Water spray tank capacity shall be a minimum of 75 gallons.

3.1.5 Paint and Primer:

3.1.5.1 Must have manufacturer standard paint process.

3.1.5.2 Shall be manufacture standard color.

3.1.6 Warranty:

3.1.6.1 The unit must be accompanied by manufacturer's standard 100 percent parts and labor.

3.1.7 Operating and Service Manuals and Parts Lists:

3.1.7.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. There must be 12 service/shop/maintenance manuals and 12 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.1.8 Training:

3.1.8.1 Manufacturers and/or dealers will be required to stage two thorough seminar about Preventative Maintenance, Operator, and Mechanic

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

training. Vendor will coordinate training dates with the WVDOH training academy. To keep operators and mechanics updated, the successful vendor shall conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.9 Preventative Maintenance & Operator Procedures:

3.1.9.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Page through WV OASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
John.w.Estep@wv.gov.

**REQUEST FOR QUOTATION
591 Class Double Drum Roller.**

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days after orders are received. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

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 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.3 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.

REQUEST FOR QUOTATION
591 Class Double Drum Roller.

Contract Manager: Trent May
Telephone Number: 304-204-1818
Fax Number: 304-204-1811
Email Address: maytrent@lec1.com



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1033516

Doc Description: ADDENDUM NO_1 Double Drum Roller

Reason for Modification:

Addendum NO_1
Attach Pre-Bid Sign-in Sheets

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-23	2022-06-01 13:30	CRFQ 0803 DOT2200000165	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double Drum Roller	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description:

Double Drum Roller

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid 9:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26

SOLICITATION NUMBER: CRFQ DOT2200000165

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000165 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Attach Pre-Bid Sign-in Sheets

Bid Opening remains 06/01/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000165

Date of Pre-Bid Meeting: May 19, 2022 9:00 A.M.

Location of Prebid Meeting: Buckhamon, WV Equipment Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WVDOH Equipment Div.	Pam Hall	83 Brushy Fork Rd Buckhamon, WV	304-471-0139		Pamela.j.hall@wv.gov
WVDOH Equipment Div.	Justin Godwin	83 Brushy Fork Rd. Buckhamon WV	304-471-0139		justin.godwin@wv.gov
WVDOH Procurement	Kristy James	Bldg 5, Rm 240 Charlenton, WV 25835	304-414-7104		Kristy.e.james@wv.gov
Road Equipment	Paul Jacobs	500 Beaver Run N570, WV	304-755-7788	755-7990	RSnobs@RoadEquipment.com
WVDOH Equipment	JD Haller		304-471-0141		JD.S.Haller@wv.gov
WVDOH Eq. Div.	Todd Campbell		304- 471 -5716		A.ToddCampbell@wv.gov

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT200000165

Date of Pre-Bid Meeting: May 19, 2022 9:00 A.M.

Location of Prebid Meeting: Buckhannon, WV Equipment Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

Firm Represented:	Rep. Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WEST VIRGINIA TRUCK COMPANY	CARY BRADY	P.O. BOX 473 CHARLESTON WV 25322	346-5301	346-5305	untra@untra.com
Suttonstead Equipment Co.	Brandon Kunkler Greg Mercer	26500 ST. RT. 7 MARIETTA OH 45750	740-374-7479	740-374-7457	blankler@SuttonsteadEquip.com Gmercer@SuttonsteadEquip.com
Leslie Equipment Company	Trent May Bo Kessler	19 Goff Crossing Drive Cross Lanes, WV 25313	304-542-4133	304-204-1811	May.trent@lec1.com Kessler-Bo@lec1.com
Boyd Caterpillar	Kristina Hughes on behalf of Mutt Comer	3 Park Rd Nitro, WV 25143	304-759-6444	304-759-6401	kristina.hughes@boydcater.com
Cleveland Bros. Caterpillar	Josh Hinkle	6286 W. Veterans Mem. Hwy Bridgeport, WV 26300	304.644.2060	304.942.6806	j.hinkle@clevelandbrothers.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000165

Date of Pre-Bid Meeting: May 19, 2022 9:00 A.M.

Location of Prebid Meeting: Buckhannon, WV Equipment Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Willquip	Blair Turner	5801 US HWY 19N Tane Lew, WV 26378	304 805-2000 304 997-9015	304 805 2100	bturner@willquip.com
Wmowip	Rick Chewink	5801 US HWY 19N Dane Lew WV 26378	304-805-2000 304-439-0802	304-805-2600	Rchewink@wmowip.com
STATE EQUIPMENT INC	EDDIE RENDALL	5600 NEW GRAFT-MTN RD CROSS LAVER, WV 25313	304-796-4405 304-532-8694	304-796-4409	EDDIE@STATEEQUIPMENT.com

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

RON JACOBS
SALES REPRESENTATIVE



(304) 755-7788 Office
(304) 561-8790 Cell
rjacobs@ruddequipment.com




Eddie Rowan, Jr.
General Manager

Office: (304) 776-4405
Cell: (304) 539-8684
Fax: (304) 776-4409

560 New Goff, Mountain Road
Cross Lanes, WV 25313

Email: eddie@stateequipment.com
www.stateequipment.com

Cleveland Brothers



Joshua J. Hinkle
Account Manager

mobile: 304-641-2060

Cleveland Brothers Equipment Co., Inc.
6286 West Veteran Memorial Hwy
Bridgeport, WV 26330
304-842-2222 tel
jhinkle@clevelandbrothers.com
www.ClevelandBrothers.com



BRANDON KONKLER
Sales Representative

Marietta
26580 St. Rt. 7
Marietta, Ohio 45750

O 740-374-7479
C 740-260-4054

bkonkler@southeasternequip.com
southeasternequip.com

BOYD



Kristina Hughart
Customer Rental
Representative

304.550.6496 mobile

Boyd Company
3 Park Drive
Hub Industrial Park
Nitro, WV 25143
304.759.6400

KristinaHughart@boydcat.com
www.boydcat.com



"Run with the Best"

Bo Kesler

Corporate

2098 Lillian Lane
Pleasant Valley, WV 26554
keslerbo@lec1.com
www.lec1.com



JOHN DEERE

Office: 304-534-5454
Fax: 304-534-5888
Cell: 304-642-7931



"Run with the Best"

Trent May

Sales Representative

19 Goff Crossing Drive
Cross Lanes, WV 25313
maytrent@lec1.com
www.lec1.com



JOHN DEERE

Office: 304-204-1818
Fax: 304-204-1811
Cell: 304-542-0433



QUIP

BLAIR TURNER
General Manager

Office: 304.805.2000
Cell: 304.476.4757
bturner@willquip.com

5801 US Hwy 19
Jane Lew, WV 26377
www.willquip.com



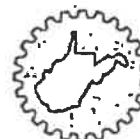
QUIP

RICK CHEWNING
Outside Sales/PSSR

Office: 304.805.2000
Cell: 304.439.0862
rchewning@willquip.com

5801 US Hwy 19
Jane Lew, WV 26377
www.willquip.com

OFFICE (304) 346-530
(800) 640-824



WEST VIRGINIA TRACTOR COMPANY
CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

www.wvtractor.com

GARY W. GRADY
PRESIDENT
Cell (304) 649-6068

P. O. BOX 473
214 VIRGINIA ST. W.
CHAS., WV 25322/25301

wvtractor@msn.com



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1033516

Doc Description: ADDENDUM NO_2 Double Drum Roller

Reason for Modification:

ADDENDUM NO_2
Bid Opening Moves to 6/22/22 @
1:30pm

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-26	2022-06-22 13:30	CRFQ 0803 DOT2200000165	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double Drum Roller	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description:

Double Drum Roller

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid 9:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26

SOLICITATION NUMBER: CRFQ DOT2200000165

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000165 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening moves to 06/22/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1033516			Reason for Modification: ADDENDUM NO_3 Vendor Questions and responses
Doc Description: ADDENDUM NO_3 Double Drum Roller			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-31	2022-06-22 13:30	CRFQ 0803 DOT2200000165	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double Drum Roller	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description:

Double Drum Roller

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid 9:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26

SOLICITATION NUMBER: CRFQ DOT2200000165

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000165 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 06/22/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2200000165

DOUBLE DRUM ROLLER

The original language in contract will be listed first with question and answer to follow below.

1. 3.1.1.2 Unit bid shall be a minimum of 8300 pounds operating weight a maximum 9950 pounds.

Question: Is an operating weight of 10,252 lbs. acceptable?

Answer: Will accept.

2. 3.1.1.3 Control panel shall be LCD display and include a vandal protection package. Display shall show engine speed, fuel level, hydraulic temp, low water level for spray system, drum selections, water spray settings, park brake and any other standard warning indicators.

Question #1: Is an Analog display acceptable?

Question # 2 : Will a fuel system and water system sight glass be sufficient?

Question # 3 : Would you allow a low water gauge to be located under the seat in place of on the control panel.

Question # 4 : Our LCD screen only gives DPF, fuel level and engine codes. Engine speed, drum selection, water spray setting, park brake and other warning indicators are individual lights. Manual gauge for water level is visible from operator seat. Is this acceptable?

Answer:

Question #1. Yes will accept.

Question#2. Will not accept sight glass for fuel level. We will accept sight glass for water level.

Question #3. Will accept.

Question #4. Yes will accept.

3. 3.1.1.6 Unit bid shall have a battery disconnect switch.

Question : Battery disconnect switch is not available from the factory. Can this switch be Eliminated? Is that acceptable?

Answer: Will accept with or without battery disconnect.

4. 3.1.1.8 Unit bid shall have an operator presence sensor in the seat.

Question : An operator presence seat is not available. To prevent accidental starts the park brake must be engaged and the machine must be in neutral to start. Is this acceptable?

Answer: Will accept.

5. 3.1.1.9 Unit bid shall have an adjustable sliding seat.

Question : We have a bench seat that will slide forward and back. Is that acceptable?

Answer: Will accept.

6. 3.1.1.10 WV Tractor: Unit bid shall have traction control.

Question : We have direct cable drive with 38% gradeability so the operator can control traction. Is this acceptable?

Answer: Will accept.

7. 3.1.1.12 Unit bid shall have a minimum 45 gross horsepower diesel engine.

Question # 1 : Our engine is rated at 43 net HP. Is that acceptable?

Question # 2 : Is 43.9 gross horsepower acceptable?

Answer: Question #1 and #2. Will accept

8. 3.1.1.14 Maximum weight at front drum 4800 pounds.

Question : Our front drum weight is 4540 lbs. Is that acceptable?

Answer: Yes.

9. 3.1.1.15 Maximum weight at rear drum 4300 pounds

Question : Our rear drum weight is 4720 lbs. Is that acceptable?

Answer: Will accept.

10. 3.1.2.4 Ground clearance shall be a minimum of 10 inches.

Question: Will 8" ground clearance work? We have no issues loading and unloading from trailer.

Answer: Will accept.

11. 3.1.2.5 Overall length of unit bid shall be 110 inches minimum and 113 inches maximum.

Question # 1 : Would you allow a machine with a length of 116 inches?

Question # 2 : Will 103" inches overall length work?

Question # 3: Our overall length is 122" for increased stability. Is that acceptable?

Question # 4: Is an overall length of 118.1" acceptable.

Answer: Will accept to all questions.

12. 3.1.2.6 Wheel base of unit bid shall be 75 inches minimum.

Question : Will 68.5" wheelbase work? Compaction is not effected by overall length and wheelbase.

Answer: Will accept.

13. 3.1.2.7 Maximum height of unit bid shall be 110 inches.

Question : Is a maximum of 111.8" acceptable.

Answer: Will accept.

14. 3.1.2.8 Drum diameter on unit bid shall be 30 inches minimum.

Question: Our drum is 29" will this work.

Answer: Will accept.

15. 3.1.3.1 Centrifugal force per drum shall be a minimum of 5700 pounds.

The WVDOH Equipment Division will delete 3.1.3.1 correct one is 3.1.3.2 7500 pounds.

16. 3.1.3.5 Vibration shall be front, rear or both.

Question : If front drum, front and rear drum vibration acceptable.

Answer: Will accept.

17. 3.1.4.1 Fuel capacity shall be a minimum of 14 gallons.

Question : Our fuel capacity is 13.2 gallons. Is that acceptable?

Answer: Will accept.

18. 3.1.4.2 Water spray tank capacity shall be a minimum of 75 gallons.

Question : Would you allow a water spray tank capacity of 68.7 gallons?

Answer: Will accept.

19. 6.1 Delivery Time: A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays.

Vendor shall ship all orders until a minimum delivery quantity is met.

Question #1 : Our best estimate is 180 working days for the pilot model and 240 working days for the balance of the order, would this be acceptable? As always this is subject to change, the machines may possibly arrive sooner or get delayed due to supply chain issues and unforeseen circumstances beyond our control.

Question # 2 : Due to current component shortages and delivery delays, we would like the delivery time for the pilot model changed to 180 working days and the standard order time to 365 working days.

Answer: Will accept to both questions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000165

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 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.


Leslie Equipment
Company


Authorized Signature

06-22-2022
Date

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

VENDOR: _____ **Leslie Equip Co** _____ **Class 591**

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Caterpillar CB36B or equal	HD 14i VV		\$63,750.00	
Total Bid Cost					
Bid Will Be Awarded To The Lowest Overall Bid Total For All Items					
Vendor Information					
Company Name: Leslie Equipment Company					
Contact Manager: Trent May					
Address: 19 Goff Crossing Drive Cross Lanes, WV 25313					
Phone: 304-204-1818					
Fax: 304-204-1811					
E-mail: maytrent@lec1.com					
Signature: 