



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 861008

Procurement Type: Central Master Agreement

Vendor ID: VS0000019627

Legal Name: ROADTEC INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/13/2021

Response Time: 10:52

Responded By User ID: writer@roadtec.

First Name: Charlie

Last Name: Bagnall

Email: cbagnall@astecindustrie:

Phone: 5706509242

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2100000122

Published Date: 3/29/21

Close Date: 4/15/21

Close Time: 13:30

Status: Closed

Solicitation Description: ROADTEC RP-170e OEM PARTS

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 861008
Solicitation Description: ROADTEC RP-170e OEM PARTS
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-04-15 13:30	SR 0803 ESR04132100000006997	1

VENDOR
 VS0000019627
 ROADTEC INC

Solicitation Number: CRFQ 0803 DOT2100000122
Total Bid: 0
Response Date: 2021-04-13
Response Time: 10:52:56
Comments:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Heavy equipment components	0.00000	EA	165517.620000	0.00

Comm Code	Manufacturer	Specification	Model #
22101700			

Commodity Line Comments:


Extended Description:

Heavy equipment components

VENDOR: _____ ROADTEC OEM PARTS or EQUAL - Pricing Page

Discount Percentage** -20.00% (Please enter as a negative. Example discount of 5% should be -5.0%)
Markup Percentage** 0.00%

Item No.	OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
1	Part No. 215649-01 Description: Pump	Part No. Description:	4	EA	\$ 1,791.99	1.00	-20.00%	\$ 1,433.59	\$5,734.37
2	Part No. 203397-03 Description: Valve	Part No. Description:	4	EA	\$ 302.99	1.00	-20.00%	\$ 242.39	\$969.57
3	Part No. 268296-01 Description: Propel pump	Part No. Description:	3	EA	\$ 7,111.00	1.00	-20.00%	\$ 5,688.80	\$17,066.40
4	Part No. 269719-01-C4 Description: Cylindrical gear	Part No. Description:	5	EA	\$ 849.79	1.00	-20.00%	\$ 679.83	\$3,399.16
5	Part No. 260412-01-C7 Description: Tooth shaft	Part No. Description:	2	EA	\$ 2,149.87	1.00	-20.00%	\$ 1,719.90	\$3,439.79
6	Part No. 97011 Description: Tandem pump	Part No. Description:	3	EA	\$ 5,394.99	1.00	-20.00%	\$ 4,315.99	\$12,947.98
7	Part No. 268053-03 Description: Filter bracket	Part No. Description:	6	EA	\$ 9.10	1.00	-20.00%	\$ 7.28	\$43.68
8	Part No. 269600-01-C2 Description: Radiator	Part No. Description:	3	EA	\$ 2,899.99	1.00	-20.00%	\$ 2,319.99	\$6,959.98

Item No.	OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
9	Part No. 269600-01-C4 Description: Shroud assembly	Part No. Description:	5	EA	\$ 799.99	1.00	-20.00%	\$ 639.99	\$3,199.96
10	Part No. 268303-01 Description: Assy exhaust	Part No. Description:	4	EA	\$ 26,257.00	1.00	-20.00%	\$ 21,005.60	\$84,022.40
11	Part No. 262547-01 Description: Assy-def tank	Part No. Description:	4	EA	\$ 1,646.00	1.00	-20.00%	\$ 1,316.80	\$5,267.20
12	Part No. 286541-01 Description: Assy sub hood	Part No. Description:	3	EA	\$ 8,999.99	1.00	-20.00%	\$ 7,199.99	\$21,599.98
13	Part No. 235771-01-C2 Description: Hand pump valve	Part No. Description:	4	EA	\$ 149.99	1.00	-20.00%	\$ 119.99	\$479.97
14	Part No. 262844-01 Description: WLDL LH handrail	Part No. Description:	5	EA	\$ 48.40	1.00	-20.00%	\$ 38.72	\$193.60
15	Part No. 262970-01 Description: WLDL RH handrail	Part No. Description:	5	EA	\$ 48.40	1.00	-20.00%	\$ 38.72	\$193.60
Total Bid Cost									\$165,517.62

CONTRACT MANAGER: Denny Powers

TELEPHONE NUMBER: 800-272-7100

FAX NUMBER: 423-26-7104

E-MAIL ADDRESS: dpowers@astecindustries.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: 861008		Reason for Modification:	
Doc Description: ROADTEC RP-170e OEM PARTS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-03-29	2021-04-15 13:30	CRFQ 0803 DOT2100000122	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: Roadtec

Address: 800 Manufacturers Rd.

Street:


City: Chattanooga

State: TN **Country:** US **Zip:** 37405

Principal Contact: Eric Loef

Vendor Contact Phone: 800-272-7100 **Extension:** 1813

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 58-1450013 **DATE** 4/5/21

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, the West Virginia Division of Highways to establish an open-end contract for Roadtec RP-170e OEM or Equal Parts. Per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Heavy equipment components	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

Heavy equipment components

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2021-04-05

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Rondtec Address: 800 Manufacturers Rd

Chattanooga, TN 37405

Name of Authorized Agent: Eric Loy Address: 800 Manufacturers Rd

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

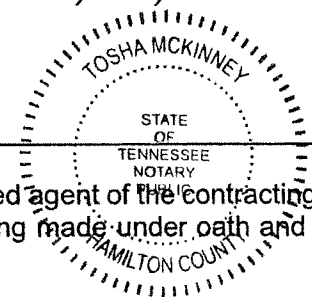
Signature: [Signature]

Date Signed: 4/5/21

Notary Verification

State of Tennessee, County of Hamilton

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



Taken, sworn to and subscribed before me this 5 day of April, 2021.

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Roadtec

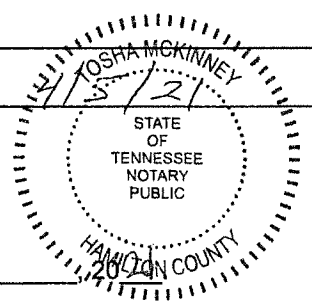
Authorized Signature: [Signature] Date: 1/5/21

State of TN

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 5 day of April

My Commission expires 1/7, 2021.



AFFIX SEAL HERE

NOTARY PUBLIC Joshua McKinney

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, the West Virginia Division of Highways to establish an open-end contract for Roadtec RP-170e OEM or Equal Parts.

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 **“Adjusted Unit Price”** means the Unit Price either reduced by the Discount Percentage or increased by the Markup Percentage.

 - 2.2 **“Attachment” or “Attachments”** means any device that is not integrated to the original manufacturers design that modifies or expands the range of tasks that can be done by the equipment or motor vehicle; or alters the capacity, stability, or operation of that equipment of motor vehicle.

 - 2.3 **“Catalog”** means the current price list or sales catalog that includes Contract Items or Contract Items that the vendor can and will sell under this contract.

 - 2.4 **“Catalog Unit Price”** means the lowest price listed for a Contract Item in Vendors Current Catalog.

 - 2.5 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.6 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.

 - 2.7 **“OEM or “Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.

 - 2.8 **“Or Equal”** means Contract Item or Items must meet or exceed the Original Equipment Manufacturers (OEM) standards in form, fit and function.

 - 2.9 **“Markup Percentage”** means the percentage markup that Vendor will apply to all Agency purchases of Contract Item or Contract Items

 - 2.10 **“Part” or “Parts”** means any system, part or component of equipment or motor vehicles as originally manufactured; or any similar part or component manufactured or sold for replacement or improvement or a system, part or component, or as an accessory to equipment or motor vehicle.

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

2.11 “Pricing pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and use to evaluate the Solicitation responses.

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

2.13 “Total Bid Price” means the sum of the bid total column.

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.

3.1.1.1 Vendor shall provide a product specification sheet with bid and will be required prior to award.

3.1.1.2 Vendor shall bid Roadtec OEM parts or equal.

3.1.1.3 OEM or equal parts shall be compatible with Roadtec RP-170e

3.1.1.4 All parts bid shall require no field modification for use.

3.1.1.5 Parts bid shall meet or exceed OEM minimum specifications.

3.1.1.6 Shall meet or exceed original manufacturer standard warranty.

3.1.1.7 OEM or equal parts shall restore to original performance.

4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 Discount Percentage:** Vendor may quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Adjusted Unit Price for each Contract Item.

The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

- 4.3 Markup Percentage:** Vendor may quote a single Markup Percentage that will increase the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Markup Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Markup Percentage and the Adjusted Unit Price for each Contract Item.

The Markup Percentage and subsequent Adjusted Unit Price derived from that markup must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

Vendor shall only quote either a Discount Percentage or a Markup Percentage per Solicitation. If a solicitation response contains both a Discount Percentage and a Markup Percentage for the same bid response, the bid response will be disqualified.

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

- 4.4 Pricing Pages:** Vendor shall complete the Pricing Pages by inserting either a Discount Percentage or a Markup Percentage. Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. All Contract Items contained on the Pricing Pages shall be bid as "NEW". Rebuilt or reconditioned pricing will not be accepted for bidding purposes. The estimated 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through WVOasis or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**PLEASE READ THIS SECTION IN IT'S ENTIRETY IF VENDOR IS
SUBMITTING AN ELECTRONIC BID:**

Vendor **MUST** complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

5. CATALOG

- 5.1 Submission:** Vendor should submit its Catalog with bid but must submit it prior to award of this contract for evaluation purposes. Vendor shall also

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Contract Items under this Contract.

Vendor should identify all items listed on the Pricing Section by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the Unit Price listed in the Catalog, the Unit Price shall prevail, and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification:** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Contract Items being removed, Discounted Unit Price for those items, Agencies quantity usage of those items, and total spent by the Agencies on those items; (2) any Contract Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Contract Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirements if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through WV Oasis, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this contract, to allow the Purchasing

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

Division to ensure that the requirements of this Contract are being met.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7. Delivery AND RETURN:

7.1 Delivery Time: Vendor shall ship/deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day, upon the Agencies request. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.

7.2 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.

7.3 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 delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Agency requests emergency delivery and

Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request

- 8.2** The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. Miscellaneous:

REQUEST FOR QUOTATION
Roadtec RP-17e OEM Parts or Equal

- 9.2 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.
- 9.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.4 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.
- 9.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Eric Loy

Telephone Number: 800-272-7100

Fax Number: 423-267-7104

Email Address: Eloy@astecindustries.com