



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

Request for Quotation

RFQ NUMBER
7011EC05

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

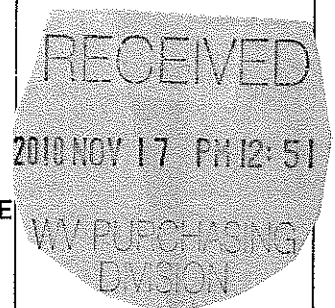
VENDOR
 *709035731 304-949-6400
 CECIL I WALKER MACHINERY COMPA
 PO BOX 2427
 CHARLESTON WV 25329

SHIP TO
 DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/29/2010				

BID OPENING DATE: **11/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-75	\$29,978.00	\$29,978.00
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR OPEN END CONTRACT TO PROVIDE DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 10/28. AT 10 AM, 2019 WASHINGTON ST E., CHARLESTON WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-543-5406 DATE: 11/16/10

TITLE: JAMES REPRESENTATIVE FEIN: 709035731 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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09/29/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON THURSDAY, 10/21/10.</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTENTION SHERI SLONE/CHUCK BOWMAN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: SHERI.D.SLONE@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. ...</i>	TELEPHONE 304-543-5406	DATE 11/10/10
TITLE Sales Representative	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. Com...</i>	TELEPHONE 304-543-5406	DATE 11/10/10
TITLE Sales Representative	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p><input checked="" type="checkbox"/> NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. S. ...</i>	TELEPHONE 304-543-5406	DATE 11/16/10
TITLE SALES REPRESENTATIVE	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE C.I. WALKER MACHINERY Co. COMPANY ..11/10/10..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. Con</i>	TELEPHONE 304-543-5406	DATE 11/10/10
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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7011EC05</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-543-5406	DATE 11/16/10
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ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS CHANGES AND CONCERNS TO SPECIFICATIONS AS DISCUSSED AND AGREED UPON DURING MANDATORY PRE-BID MEETING, SEE ATTACHED.						
2.) TO EXTEND BID OPENING DATE FROM 11/10/2010 TO 11/17/2010.						
3.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
NO OTHER CHANGES						
0001	1	EA		760-75		
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR						
***** THIS IS THE END OF RFQ 7011EC05 ***** TOTAL:						\$29,978. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Mack S. Com...</i>	TELEPHONE 304-543-5406	DATE 11/16/10
TITLE SALES REPRESENTATIVE	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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PREBID ADDENDUM
70-11-EC05

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO SPECIFICATIONS:

LEAVE AS WRITTEN:

7.1 Roller(s) shall be equipped with ROPS and FOPS canopy.

LEAVE AS WRITTEN:

7.15.6 Empty water tank indicator to be provided.

LEAVE AS WRITTEN:

7.15.7 Water pump shall be capable of "Run Dry" situation without damage to pump or Components

FROM:

7.16.3 Low profile high intensity dual flash strobe light shall be mounted on top of cab/canopy. Aero Flash Model number M420 or equivalent. (Amber in color)

TO:

7.16.3 Class 1 LED beacon shall be mounted on top of cab/canopy.

PREBID ADDENDUM
70-11-EC05

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X7.1 Are roller(s) equipped with ROPS and FOPS canopy? YES NO

NO CHANGE REQUIRED:

X7.15.6 Is empty water tank indicator provided? YES NO SEE EXCEPTION

NO CHANGE REQUIRED:

X7.15.7 Is water pump capable of "Run Dry" situation without damage to pump or components? YES NO

FROM:

X7.16.3 Is a low profile high intensity dual flash strobe light mounted on top of cab/canopy YES NO

Manufacturer: CAT Model: _____

TO:

X7.16.3 Is a Class 1 LED beacon mounted on top of cab/canopy? YES NO

Manufacturer: CAT Model: LED Beacon

PRE-BID CONFERENCE
SIGN IN SHEET

1

Request for Quotation Number:

DOH-7011EC05

Date:

10/28/2010 at 10:00 am

Project Description:

Double Drum Vibratory Roller/Compactor

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV State Purchasing Division
Firm Address:	2019 Washington St., East Charleston, WV 25305
Representative Attending:	Krista Ferrell, Buyer Supervisor
Phone Number:	304.558.2596
Fax Number:	304.558.4115
Email Address:	krista.g.ferrell@wv.gov

Firm Name:	WEST VIRGINIA TRITON
Firm Address:	P.O. Box 4473 Charleston, WV 25322
Representative Attending:	CARY ORRICK
Phone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	carrick@wvtriton.com

Firm Name:	WVDOA
Firm Address:	
Representative Attending:	Kevin Riley
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	FISH EQUIPMENT COMPANY
Firm Address:	P.O. Box 906 Bridgeton, WV 26030
Representative Attending:	ANTONIO B. SELARIO
Phone Number:	304-842-3511 EXT 6514
Fax Number:	304-842-6186
Email Address:	aselario@fish.com

Firm Name:	STATE EQUIPMENT, INC
Firm Address:	P.O. Box 3939 Charleston, WV 25334
Representative Attending:	EDWARD M. ROWAN, JR
Phone Number:	(304) 776-4405
Fax Number:	(304) 776-4409
Email Address:	eddie@stateequipment.com

Firm Name:	C.I. WALKER MACHINERY CO
Firm Address:	P.O. Box 3437 Charleston, WV 25329
Representative Attending:	MATTHEW E. CONNER
Phone Number:	(304) 543-5406
Fax Number:	(304) 759-6404
Email Address:	mconner@walker-mch.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

DOH-7011EC05

Date:

10/28/2010 at 10:00 am

Project Description:

Double Drum Vibratory Roller/Compactor

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Firm Name:	Leslie Equipment Co
Firm Address:	284 VAN KIRK DRIVE FAIRMONT, WV 26554
Representative Attending:	Timothy C. Wagner
Phone Number:	304-534-5454
Fax Number:	304-534-5888
Email Address:	wagner.tim@leel.com

Firm Name:	RUDD EQUIPMENT CO.
Firm Address:	BUCHER COMMERCE PARK BLDG 1 AVE. A LEESDALE PA 15056
Representative Attending:	BRIAN REED
Phone Number:	(304) 319-1495
Fax Number:	(412) 741-6236
Email Address:	BREED@RUDD-EQUIPMENT.COM

Firm Name:	ROPE INC.
Firm Address:	5522 ELK RIVER ROAD ELKSVILLE, WV 25071
Representative Attending:	JOE HOOVER
Phone Number:	304-548-6701
Fax Number:	304-548-7186
Email Address:	joe@ropeincorporated.com

Firm Name:	Angie Moorman
Firm Address:	WUDDH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Uniontown Ind. Ed. Ctr.
Firm Address:	2266 University Drive
Representative Attending:	Nike Closer
Phone Number:	800-229-5918 / 724-432-1578
Fax Number:	724-437-2698
Email Address:	MCLOSER@UEEC.COM

Firm Name:	Marcus Lee
Firm Address:	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

DOH-7011EC05

Date:

10/28/2010 at 10:00 am

Project Description:

Double Drum Vibratory Roller/Compactor

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<i>Lawen Cocher</i>
Firm Address:	<i>DOTT</i>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<i>WV Purchasing Division</i>
Firm Address:	
Representative Attending:	<i>Shari Slove</i>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 591-2-M

OPEN END CONTRACT
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

1.0 PURPOSE

It is the purpose of these specifications to describe a Double Drum Vibratory Roller/Compactor (hereinafter referred to as a "roller" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, SHALL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced 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.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 120 days after

receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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 Preventive 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, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable

warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:
- 7.1 Roller(s) shall be equipped with ROPS and FOPS canopy.
- 7.2 Engine shall be manufacturers water/air cooled diesel powered and shall provide a minimum of 28 horsepower and sufficient torque to operate machine and hydraulic system at maximum efficiency.
- 7.3 Steering system shall be of hydraulic, full power, articulated design.
- 7.4 Unit shall be of a low profile design.
- 7.5 Unit weight to be approximately 6000 pounds.
- 7.6 Wheel base to be approximately 68 inches.
- 7.7 Roller(s) shall have dual drum drive with hydrostatic propulsion.
- 7.8 Unit shall be equipped with manufacturers vandalism package.
- 7.9 Unit shall travel 0 to 6 M.P.H. forward and reverse minimum.
- 7.10 Engine:
- 7.10.1 Engine to have a manufacturer's heaviest duty dual fuel filtering system offered.
- 7.10.2 Full pressure lubrication with oil filter and oil by-pass system.
- 7.10.3 Manufacturers standard governor with key shut off, wire sealed by manufacturer.
- 7.10.4 Cooling system shall be filled with permanent type Dex-Cool extended life (or equal) anti-freeze protected to a point of -34° F if unit is water cooled.
- 7.11 Brakes:
- 7.11.1 Service brake to be through hydrostatic propulsion system.
- 7.11.2 Parking brake to be of spring-applied, hydraulically released on each drum drive.

7.12 Drums:

- 7.12.1 Drums shall be of manufacturer's heavy duty design.
- 7.12.2 Drum width approximately 48 inches.
- 7.12.3 Drum diameter approximately 28 inches.
- 7.12.4 Wiper bars shall be mounted front and rear of each drum.
- 7.12.5 Wiper bars shall be spring loaded, self adjusting.
- 7.12.6 Wiper bars shall have replaceable rubber/neoprene drum cleaners.
- 7.12.7 Front and rear drums shall be of vibratory compaction type.
- 7.12.8 Vibrating parts must be isolated from rest of roller.
- 7.12.9 Vibrating system isolators shall be replaceable.
- 7.12.10 Unit must be equipped with automatic vibration switch.

7.13 Electrical:

- 7.13.1 Electrical system shall be manufacturer's heavy duty 12 volt D.C. negative ground.
 - 7.13.2 Manufacturers recommended heavy duty maintenance free battery shall be provided.
 - 7.13.3 Battery CCA 500 minimum.
 - 7.13.4 Alternator to be 65 AMP with internal regulator.
- 7.14 Gauges to be illuminated and to be equipped with visual or audible warning that will advise operator when manufacturer recommended safe operating ranges are exceeded.
- 7.14.1 Unit shall be provided with hour meter operable from engine operation (not key switch.)
 - 7.14.2 Ignition switch water sealed.
 - 7.14.3 Fuel gauge.

- 7.14.4 Volt/Amp meter gauge or light.
- 7.14.5 Oil pressure gauge or light.
- 7.14.6 Engine temperature gauge or light
- 7.14.7 Operators station to have manufacturer's fully adjustable isolation mounted seat with seat belt.
- 7.14.8 **OSHA approved back-up alarm shall be provided and installed by manufacturer.**
- 7.14.9 Unit to have a parking brake "on" indicator.
- 7.14.10 **A neutral start safety switch shall be provided.**

7.15 Water System:

- 7.15.1 Tank capacity to be 50 gallon approximately.
- 7.15.2 **Water system shall be pressurized.**
- 7.15.3 **Water flow must be variable.**
- 7.15.4 **Water filter(s) shall be provided in system.**
- 7.15.5 Screened back nozzle type sprayers for drums.
- 7.15.6 Empty water tank indicator to be provided.
- 7.15.7 **Water pump shall be capable of "Run Dry" situation without damage to pump or components.**
- 7.15.8 **Water tank and complete water system shall be constructed of rust proof materials.**
- 7.15.9 **Water tank shall have drain plug.**

7.16 Lighting:

- 7.16.1 **Unit shall be equipped with flashers visible from front and rear of roller.**
- 7.16.2 **Work lights shall be installed front and rear of roller. Two (2) front and two (2) rear.**

- 7.16.3** Low profile high intensity dual flash strobe light shall be mounted on top of cab/canopy. Aero Flash Model number M420 or equivalent. (Amber in color)
- 7.17** Unit shall be delivered to WV DOH with all manufacturers recommended safety related decals and safety features intact.
- 7.18** One (1) complete set of replacement filters shall be provided with each unit upon delivery.
- 7.19** Paint:
- 7.19.1** The Manufacturer's recommended paint preparation and color to be provided.
- 7.20** Vendor must certify that roller offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of unit.
- 7.21** Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.
- 7.22** Preventive Maintenance and Operators Orientation/Training:
- 7.22.1** The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 591-2-M

OPEN END CONTRACT
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

NOTE TO BIDDER: Procurement Specification No. 591-2-M, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC05

Bidder's Name: C.I. Walker Machinery Co. _____

Address: PO Box 2427, Charleston, WV 25329

Telephone Number: 304-543-5406

Years Bidder has been registered to do business with the State of West Virginia: 50+ YRS.

Years Company has been an authorized dealer for proposed unit: 50+ YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

_____ \$29,978.00 _____ per unit

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

____ Caterpillar CB24 January 2011 _____
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?
 YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included? YES NO

Describe:
 Caterpillar 2 year Premiere ESC new machine warranty up to 5,000 hours _____

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?
 YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?
 YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?
 YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: Caterpillar Model: CB24

X7.1 Are roller(s) equipped with ROPS and FOPS canopy? YES NO

X7.2 Is engine manufacturer's water/air cooled diesel powered YES NO

HP: 31.8 and has sufficient torque to operate machine and hydraulic system at maximum efficiency YES NO

X7.3 Is steering of hydraulic, full power, articulated design? YES NO

X7.4 Is unit a low profile design? YES NO

X7.5 Unit weight: 5,952 pounds

X7.6 Wheel base: 71 inches

X7.7 Does unit have dual drum drive with hydrostatic propulsion? YES NO

- X7.8 Is unit equipped with manufacturer's vandalism package? YES NO
- X7.9 Unit has travel 0 MPH to 6.5 MPH forward and reverse
- X7.10 Engine:
- X7.10.1 Is manufacturer heaviest duty dual fuel filtering system offered? YES NO
- X7.10.2 Has full pressure lubrication with oil filter and oil by pass system? YES NO
- X7.10.3 Is governor manufacturer's standard with key shut off, wire sealed by manufacturer? YES NO
- X7.10.4 Is cooling system filled with permanent type Dex-Cool extended life (or equal) to a freeze point of -34° if unit is water cooled YES NO
- X7.11 Brakes:
- X7.11.1 Is service brake through hydrostatic propulsion system YES NO
- X7.11.2 Is parking brake spring-applied, hydraulically released on each drum drive? YES NO
- X7.12 Drums:
- X7.12.1 Are drums manufacturers heavy duty design YES NO
- X7.12.2 Drum width: 47 inches
- X7.12.3 Drum diameter: 27.6 inches
- X7.12.4 Are wiper bars mounted front and rear of each drum? YES NO
- X7.12.5 Are wiper bars spring loaded, self adjusting YES NO
- X7.12.6 Do wiper bars have replaceable rubber/neoprene drum cleaners? YES NO
- X7.12.7 Are front and rear drums of vibratory compaction type? YES NO
- X7.12.8 Are vibrating parts isolated from rest of roller? YES NO
- X7.12.9 Are vibrating system isolators replaceable? YES NO
- X7.12.10 Will unit be equipped with automatic vibration switch? YES NO
- X7.13 Electrical:
- X7.13.1 Does electrical system have manufacturer's heavy duty 12 volt D.C. negative ground? YES NO

- X7.13.2 Is manufacturers recommended heavy duty maintenance free battery provided? YES NO
- X7.13.3 Battery CCA: 650
- X7.13.4 Alternator: 65 AMP with internal regulator
- X7.14 Will gauges be illuminated and equipped with visual or audible warning that will advise operator when manufacturer recommended safe operating ranges are exceeded? YES NO
- X7.14.1 Is unit provided with hour meter operable from engine operation (not key switch)? YES NO
- X7.14.2 Is ignition switch water sealed? YES NO
- X7.14.3 Fuel gauge? YES NO
- X7.14.4 Volt/amp meter gauge or light YES NO
- X7.14.5 Oil pressure gauge or light YES NO
- X7.14.6 Engine temperature gauge or light YES NO
- X7.14.7 Does operators station have manufacturer's fully adjustable isolation mounted seat with seat belt YES NO
- X7.14.8 Is OSHA approved back-up alarm provided and installed by manufacturer YES NO
- X7.14.9 Does unit have a parking brake "on" indicator? YES NO
- X7.14.10 Is a neutral start safety switch provided YES NO
- X7.15 Water System:
- X7.15.1 Tank capacity: 63.3 gallons
- X7.15.2 Is water system pressurized? YES NO
- X7.15.3 Is water flow variable? YES NO
- X7.15.4 Water filter(s) provided in system? YES NO
- X7.15.5 Screened back nozzle type sprayers on drums YES NO
- X7.15.6 Is empty water tank indicator provided? YES NO

- X7.15.7 Is water pump capable of "Run Dry" situation without damage to pump or components?
 YES NO
- X7.15.8 Is water tank and complete water system constructed of rust proof materials
 YES NO
- X7.15.9 Does water tank have drain plug?
 YES NO
- X7.16 Lighting:
- X7.16.1 Is unit equipped with flashers visible from front and rear of roller YES NO
- X7.16.2 Are work lights installed front and rear of roller YES NO
 Are there 2 in front and two in rear YES NO
- X7.16.3 Is a low profile high intensity dual flash strobe light mounted on top of cab/canopy
 SEE ADDENDUM YES NO
 Manufacturer: _____ Model: _____
- X7.17 Will unit be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact
 YES NO
- X7.18 Is one (1) complete set of replacement filters provided with each unit upon delivery?
 YES NO
- X7.19 Paint:
- X7.19.1 Is manufacturer's recommended paint preparation and color provided?
 YES NO
- X7.20 Does vendor certify that roller offered meets or exceed the "OSHA of 1970" or changes that are in effect at time of manufacturer of unit?
 YES NO
- X7.21 Does unit conform to the advertising guidelines?
 YES NO
- X7.22 Preventive Maintenance and Operators Orientation/Training:
- X7.22.1 Have you attached a copy of proposed training program along with schedule of course. Will you furnish all training aids?
 YES NO

C.I. Walker Machinery Co.
Exceptions to RFQ 7011EC05
All exceptions are on non-mandatory specs

X7.5 Unit weight to be approximately 6000 pounds.

CAT unit weighs 5,952 pounds.

X7.6 Wheel base to be approximately 68 inches.

CAT unit wheel base is 71 inches.

X7.12.2 Drum width approximately 48 inches.

CAT unit drum width is 47 inches.

X7.12.3 Drum diameter approximately 28 inches.

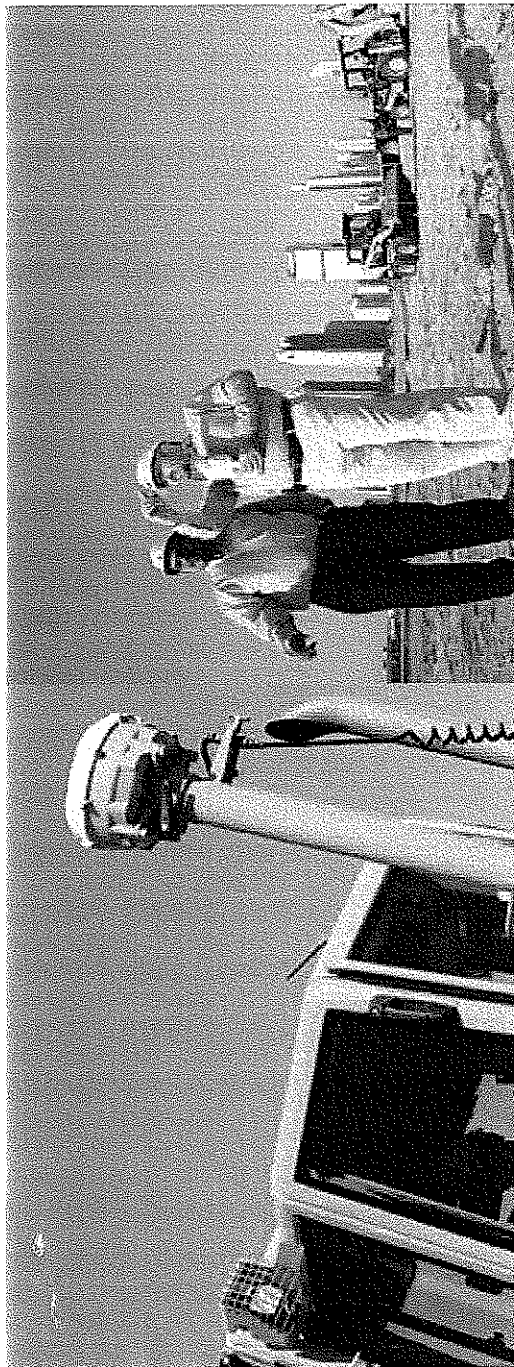
CAT unit drum diameter is 27.6 inches.

X7.15.1 Tank capacity to be 50 gallon approximately.

CAT unit tank capacity 63.3 gallons.

X7.15.6 Empty water tank indicator to be provided.

CAT unit does not have an empty water tank indicator because it is equipped with a run dry pump, thus eliminating the need for an indicator.



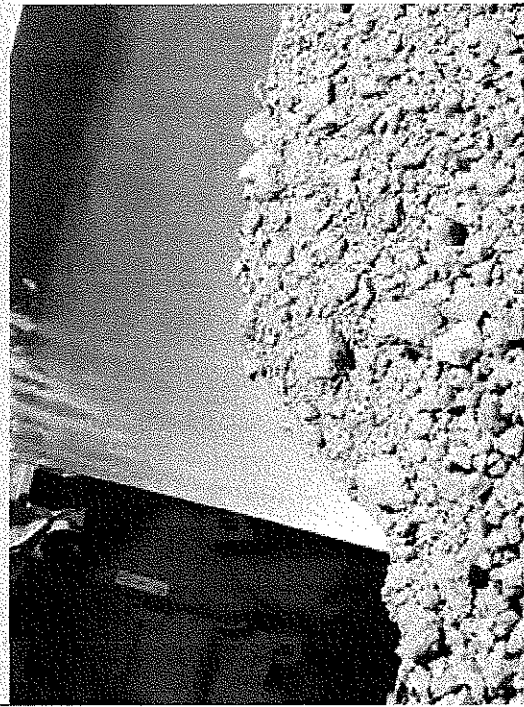
PREMIER

Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

Contact your local Cat dealer today or visit

www.cat.com/epp

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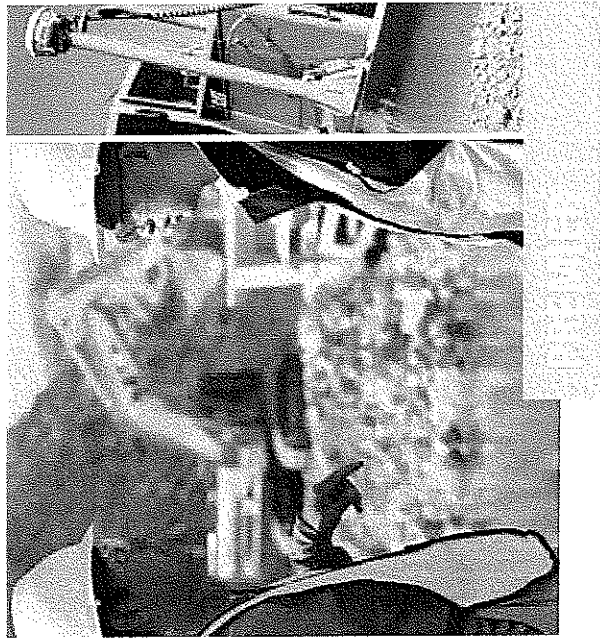
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CATERPILLAR®
TODAY'S WORK. TOMORROW'S WORLD.™

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THE RIGHT
MACHINE
THE RIGHT
PLAN

Cat® Equipment Protection Plan



CATERPILLAR®

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new and Cat Certified Used* machines beyond the standard warranty period. It includes all parts and labor to protect you against failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

*Product availability varies by region.

EXCLUDED COMPONENTS

Engine - Internal Components
Oil Cooler
Radiator
Exhaust / Muffler
Manifolds
Fan Motor
Water Pump
Fuel Injection Pumps
Injectors
Lift / Transfer Pump
Senders / Solenoids / Sensors
Thermostat
Flywheel & Torque Converter
Engine Oil Filter Mount
Turbocharger
Starter
Alternator
AC Compressor / Condenser
Electronic Control Modules
Governor / Speed Controls & Linkages
Fuel Lines
Fuel Tank & Assoc. Parts
Water Piping
Oil Hoses / Lines (non-hydrostatic)
Cylinder Block
Piston
Piston Rings
Crankshaft, Connecting Rod
Bearing
Crankshaft, Main Bearings & Rod Bearings
Camshaft & Camshaft Bearings
Timing / Accessory Gears
Inlet / Exhaust Valve
Valve Cover & Base
Valve Spring & Guide
Rocker Arm
Rocker Shaft Assembly
Push Rod

Balancer
Fuel Pump / Governor Drive
Oil Pump
Oil Pan Group
Fan & Fan Drive
Transmissions
Transmission Oil Lines
Hydraulic Controls
Transmission Oil Filter Base
Transmission Gears
Final Drives / Planetary
Drive Shafts
Transfer Case
Wet Brake Assemblies
Hydrostatic Pumps & Drive Motors
Linkage / lines Connected to Hystat Pump
Drive (pilot/eh) Control Valves
Senders / Sensors
Powertwin Transmission Lines / Hoses
Transmission Oil Tank
Drive Train Oil Lines
Bevel and Transfer Case

Axles
Axle Seals
Final Drive & Wheel
Final Drive Case / Bore
Final Drive Chain
Final Drive Gears
Axle Shaft
Drive Axle Oil Pump
Universal Joint
Countershaft Transmission

WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program

WHAT YOU DO

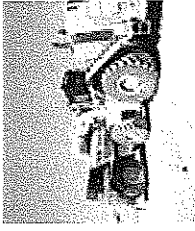
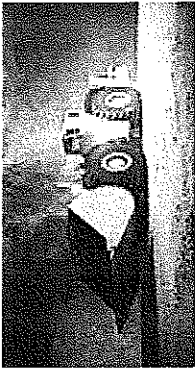
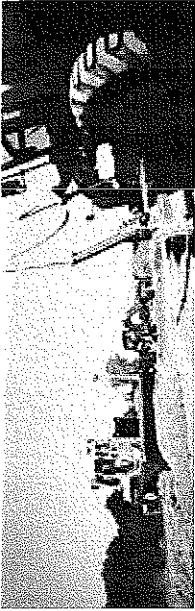
- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.



**CB22
CB24
CB32
CC24**

Utility Compactors



	CB22	CB24	CB32	CC24
CAT® C1.5 Diesel Engine				
Gross Power (SAEJ1995) @2800 rpm			24.6 kW (33 hp)	
Net Power (ISO9249) @2800 rpm			23.7 kW (31.8 hp)	
Operating Weight (with ROPS)	2500 kg (5,512 lb)	2700 kg (5,952 lb)	3230 kg (7,121 lb)	2400 kg (5,291 lb)
Compaction Width	1000 mm (39")	1200 mm (47")	1300 mm (51")	1200 mm (47")

Caterpillar® C1.5 Engine

The C1.5 engine provides efficient power while meeting U.S. EPA Tier 4a engine emission requirements.

Power

The liquid-cooled, three cylinder C1.5 engine provides a gross power of 24.6 kW (33 hp) for good performance and reliability in all working conditions.

Large Cooling System

The large cooling system with integrated water and oil coolers keep engine temperatures low in order to maximize fuel efficiency and minimize emissions.

Low Sound Levels

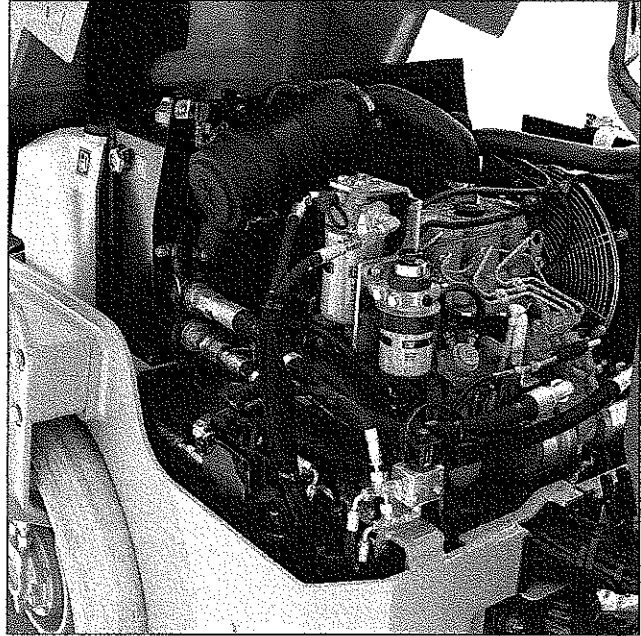
The shape of the fan and the slower rotating speed contribute to quieter operation that benefits operator and surrounding environment, an important feature when working in commercial areas.

500 Hour Oil Change Interval

The C1.5 engine only requires a 500 hour oil change interval. This long interval reduces service requirements and maximizes machine uptime.

Traction Control (Optional)

The optional traction control system transfers torque between the front and rear drums (CB22, CB24, CB32) or between the two sets of rear tires (CC24), when slippage occurs.



Operator's Station

The comfortable operating environment with three-position seating promotes day-long productivity, while the smooth operating propel system offers good control in tight quarters.

Operator's Station

The operator's station incorporates a fully-equipped console and an adjustable suspension seat. Arm and wrist rests provide better operator comfort for day-long productivity. The steering wheel includes a steering knob for easy maneuverability in turns.

Smooth Operation

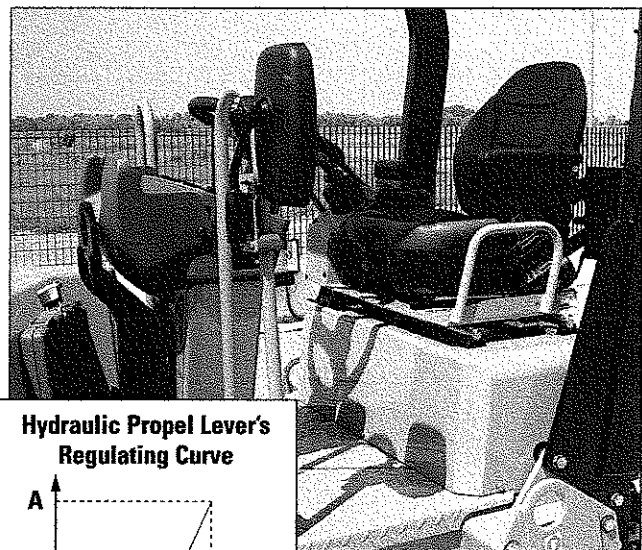
The hydraulic propel lever's two step regulating curve provides smooth and precise control at low speed. Machine speed increases gradually in the first half of lever stroke for optimum control in confined areas. The second half of lever stroke enables the maximum propel speed to be reached quickly.

Instrument Panel

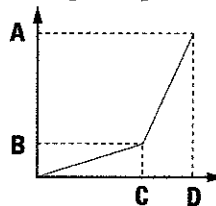
The easy-to-understand instrument panel integrates a fuel level indicator, hour meter and light indicators for machine functions. The key switch includes an automatic engine pre-heat feature that improves cold-weather starting.

Foldable ROPS (Optional)

The foldable ROPS folds forward or backward without the use of special tools.



Hydraulic Propel Lever's Regulating Curve



- A** Maximum Speed
- B** Low Speed
- C** Half Stroke
- D** Maximum Stroke

Dual Frequency Vibratory System

The standard vibratory system incorporates two frequencies of 63 Hz (3,780 vpm) and 55 Hz (3,300 vpm) that offer flexibility for a variety of mix types and job site conditions.

Vibratory Selection

A vibratory selection switch provides standard front or both drum vibratory capabilities. Vibratory selection for the rear drum is optional.

Automatic Vibratory Control

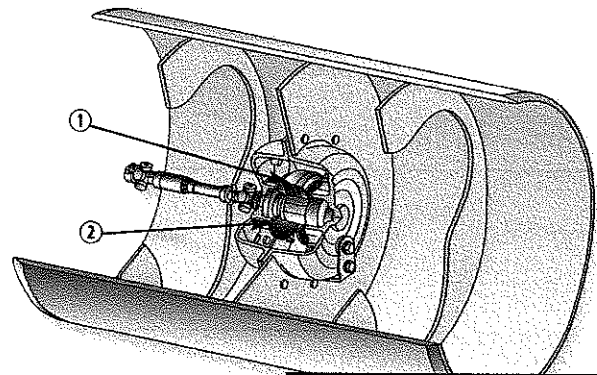
The vibratory system includes an automatic start feature that activates whenever the propel lever is moved from the neutral position.

Pod-style Eccentric Weights

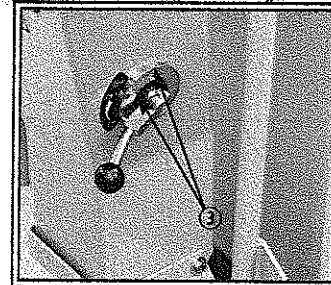
The time-tested design of the eccentric weights are enclosed in a pod-style housing, providing cleanliness that extends bearing life.

Rear Drum Vibratory Delay (Optional)

The rear drum vibratory delay feature controls the start of the rear drum in order to assist power management on slopes.



1 Fixed Eccentric Weight
2 Self-Lubricating Bearings
3 Dual-Frequency Vibratory Selection



Water Spray System

Corrosion-proof components provide long life and reliable operation, while the large water capacity extends operating intervals.

Water Tank

A 150 L (39.6 gal) high-capacity polyethylene water tank is enclosed within the machine frame, providing extended operation. An additional tank with a 90 L (23.7 gal) capacity provides a total water capacity of 240 L (63.4 gal). A newly designed drain allows the entire system to be drained quickly.

Extended Operating Intervals

The standard 150 L (39.6 gal) tank provides an operating interval of 1.5 hours between refills. An additional 90 L (23.7 gal) tank extends the interval by an additional hour, while the intermittent spray mode doubles the operating time.

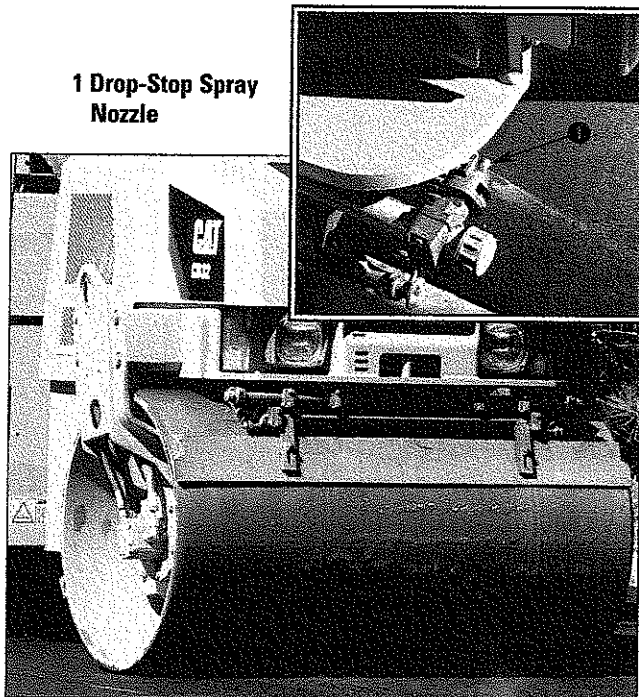
Water Pump and Filters

The extended life water pump and filters are conveniently located for easy access, while providing optimum spray and flow. Triple water filtration increases machine uptime, leading to higher productivity.

Retractable Self-Adjusting Scrapers

The retractable, self-adjusting scrapers utilize a hardened compound that provides durability. The ability to retract the scrapers when moving between job sites extends the service life and lowers owning and operating costs.

1 Drop-Stop Spray Nozzle



Versatile Machines

The CB22, CB24, CB32 and CC24 utility compactors offer versatility for a variety of applications.

CB22

The CB22 is equipped with a 1.0 m (39") drum that provides a good balance of weight and power for good performance in tough applications.

CB24

The dimensions of the CB24 provide excellent maneuverability for working in tight areas, while the drum width and high static force perform well on larger job sites.

CB32

The 1.3 m (51") drums make this machine an excellent choice for thin asphalt lifts and larger job sites. The wider drum evenly distributes the weight across the entire width for better results on tender mixes.

CC24

The CC24 incorporates a steel front drum with rear pneumatic tires. The pneumatic tires provide even compaction on uneven surfaces. Four, 6-ply rubber tires generate high contact pressures that penetrate deep into the lift and horizontal pressures create a smooth, tight mat finish.



Application Profile

The following chart provides a guide to choosing the utility compactor that best fits your everyday needs.

Material	Application	Layer Thickness mm (in)	CB22	CB24	CC24	CB32
Asphalt	Walking Paths, Driveways, Patchwork	25-50 (1-2)	Better	Better	Better	Good
	Parking Lots, City Streets	50-100 (2-3)	Better	Better	Better	Better
		25-50 (1-2)	Best	Best	Best	Best
	Roads, Highways	50-100 (2-3)	Best	Best	Best	Best
		25-50 (1-2)	Better	Better	Better	Best
	Soil	Landscaping	<100 (4)	Better	Better	Better
Small Area		<100 (4)	Better	Better	Better	Good
Medium Area		<100 (4)	Best	Best	Best	Better

Reliability and Serviceability

These machines provide the reliability and serviceability that you've come to expect from Caterpillar. Time tested features ensure that machine uptime is maximized.

Easy Access

The vertical lift engine enclosure allows easy access to the engine oil filter, hydraulic filter, vibe block, radiator and propel pumps, making routine service quicker than ever.

Water Spray System

The filters in the water spray system can be easily removed without the use of special tools.

Extended Life Oils

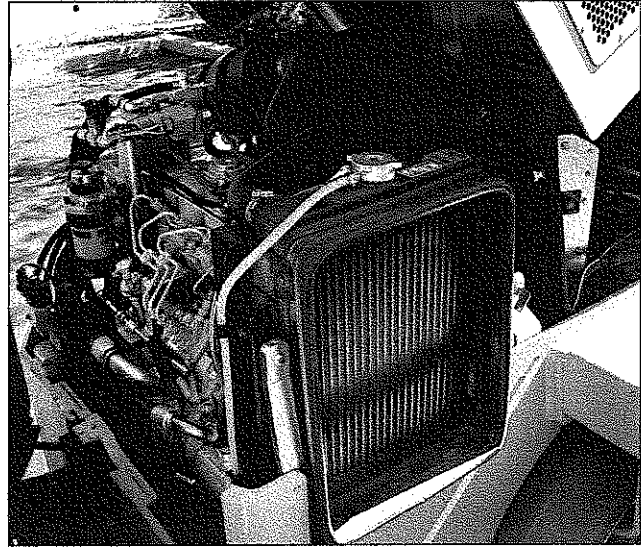
Extended life oils increase maintenance intervals for the engine oil, hydraulic system and vibratory system. An oil-bath lubricates the eccentric weight bearings, extending routine maintenance to 3 year/3000 hour intervals. Remote-mounted drains provide simplified collection of fluids.

Quick-Connect Hydraulic Test Ports

The quick-connect hydraulic test ports simplify collection and system diagnosis.

Color-coded Electrical System

Electrical wiring is color-coded and numbered for simple troubleshooting. Nylon-braided wrap and all-weather connectors ensure electrical system integrity.



Engine

Caterpillar C1.5 three cylinder, diesel engine meets engine emission requirements.

Gross Power

SAE J1995	24.6 kW	33 hp
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Net Power

ISO 9249	23.7 kW	31.8 hp
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Specifications

Bore	84 mm	3.30"
Stroke	90 mm	3.54"
Displacement	1.5 L	92 in ³

- The net power ratings apply at a rated speed of 2800 RPM when tested under the reference conditions for the specific standard.
- The net power advertised is the power available at the flywheel when the engine is equipped with alternator, air cleaner and muffler.

Transmission

CB22, CB24 and CB32

A variable displacement piston pump supplies pressure flow to the fixed displacement hydraulic motors that drive the front and rear drums.

CC24

A variable displacement piston pump supplies pressure flow to the fixed displacement hydraulic motors that drive the front drum. The pump also supplies pressure flow to the two, fixed displacement motors that drive the rear wheels.

Speed Range

0-10.5 km/hr (0-6.5 mph)

Steering System

A priority-demand hydraulic power assist steering system provides smooth machine handling.

Minimum Turning Radius

CB22	
Inside drum edge	2.64 m (8' 8")
Outside drum edge	3.64 m (11' 11")
CB24/CC24	
Inside drum edge	2.54 m (8' 4")
Outside drum edge	3.74 m (12' 3")
CB32	
Inside drum edge	2.49 m (8' 2")
Outside drum edge	3.79 m (12' 5")

Steering Angle 35°

Instrumentation

The control console includes: steering wheel with knob, water spray system switch, vibratory drum selector switch, horn, hazard flasher control, turn signals, warning and working light switches, engine start switch with preheat and the secondary brake.

The instrument panel cluster integrates the fuel level indicator, service hour meter and also the light indicators for: roading lights, secondary brake, hydraulic oil temperature, engine coolant temperature, alternator, engine oil pressure, vibration on, engine preheat and the turn signals.

The vibratory system is actuated with a switch on the top of the propel lever. When the vibratory system is activated, a vibration indicator light illuminates.

The engine throttle control is operated via a three-position lever for low, intermediate and high engine speed.

The control console, engine compartment and literature compartment are equipped with lockable covers.

Water Spray System

The water spray system includes easy to clean spray bars that are constructed of stainless steel for corrosion resistance. The water tank is constructed of reinforced polyethylene. An intermittent spray setting operates the pump for 10 seconds and shuts off for 10 seconds, providing twice the tank life over the continuous spray setting. Triple water filtration includes a filter in the tank fill spout, an in-line filter at the water pump and filters in each spray nozzle.

Frame

The frame is fabricated from heavy gauge steel plate and joined at the center articulation pivot. Two self-aligning bearings on the pivot housing provide a ± 35 degree steering angle, and a horizontal pin provides a ± 10 degree oscillation angle. The articulation pivot is structurally reinforced for extended service life. For transport purposes, the articulation pivot can be secured at the zero degree steering angle.

Brakes

The braking system will automatically engage if a pressure drop in the hydraulic system occurs.

Service

The service braking system consists of a closed-loop, hydrostatic system that provides dynamic braking during machine operation.

Secondary

A spring-applied, pressure-released brake inside of each propel motor immobilizes the machine. The secondary brake can be activated by a switch on the operator's console or when the engine is shut off.

Electrical System

The 12-volt electrical system includes one maintenance-free Cat® battery with 650 cold cranking amps. The wiring is color-coded, numbered and wrapped in nylon braid. The system includes a 65-amp alternator.

Optional Equipment

Battery Disconnect Switch
Biodegradable Hydraulic Oil
Cocoa Mats
Light Protector Grids
Light Package (Roading and Working)
Non-Machined Drum Edges
Roll-Over Protective Structure (ROPS)
ROPS (Foldable)
Single Lifting Point
Spark Arrestor Muffler
Step Guard
Sun Canopy
Suspension Seat with Seat Switch
Tire Spray System (CC24 only)
Traction Control
Warning Beacon
Water Tank (additional CB22, CB24, CB32)

Wheels and Tires (CC24)

The four, 9.5/65-15 tires are mounted on a fixed axle. Each wheel includes a retractable, self-loading, self-adjusting scraper that helps remove asphalt and soil particles from the tires.

Tire Spray System (CC24)

The optional tire spray system allows a solvent to be sprayed on the tire surfaces in order to prevent asphalt from adhering to the tires. One spray nozzle is positioned above each tire. The system is controlled with an on/off switch on the control console.

Service Refill Capacities

	Liters	Gallons
Fuel Tank	56	14.7
Engine Oil w/Filter	6	1.5
Hydraulic Oil Tank	36.6	9.6
Water Tank	150	39.6
additional tank	90	23.7
Tire Spray System	90	23.7

Dimensions

	CB22	CB24	CB32	CC24
A Length — mm (in)	2500 (98)	2500 (98)	2500 (98)	2513 (99)
B Wheelbase — mm (in)	1800 (71)	1800 (71)	1800 (71)	1827 (72)
C Drum Diameter — mm (in)	700 (27.6)			
Drum Shell Thickness — mm (in)	13.5 (0.53)			
Tire Size (CC24)				9.5 x 65-15, 6-Ply
D Height at ROPS — mm (in)	2680 (106)	2680 (106)	2688 (106)	2673 (105)
E Transport Height — mm (in)	1801 (71)			
F Ground Clearance — mm (in)	262 (10)			
G Curb Clearance — mm (in)	520 (20)			
H Compaction Width — mm (in)	1000 (39)	1200 (47)	1300 (51)	1200 (47)
I Machine Width — mm (in)	1098 (43)	1298 (51)	1398 (55)	1298 (51)

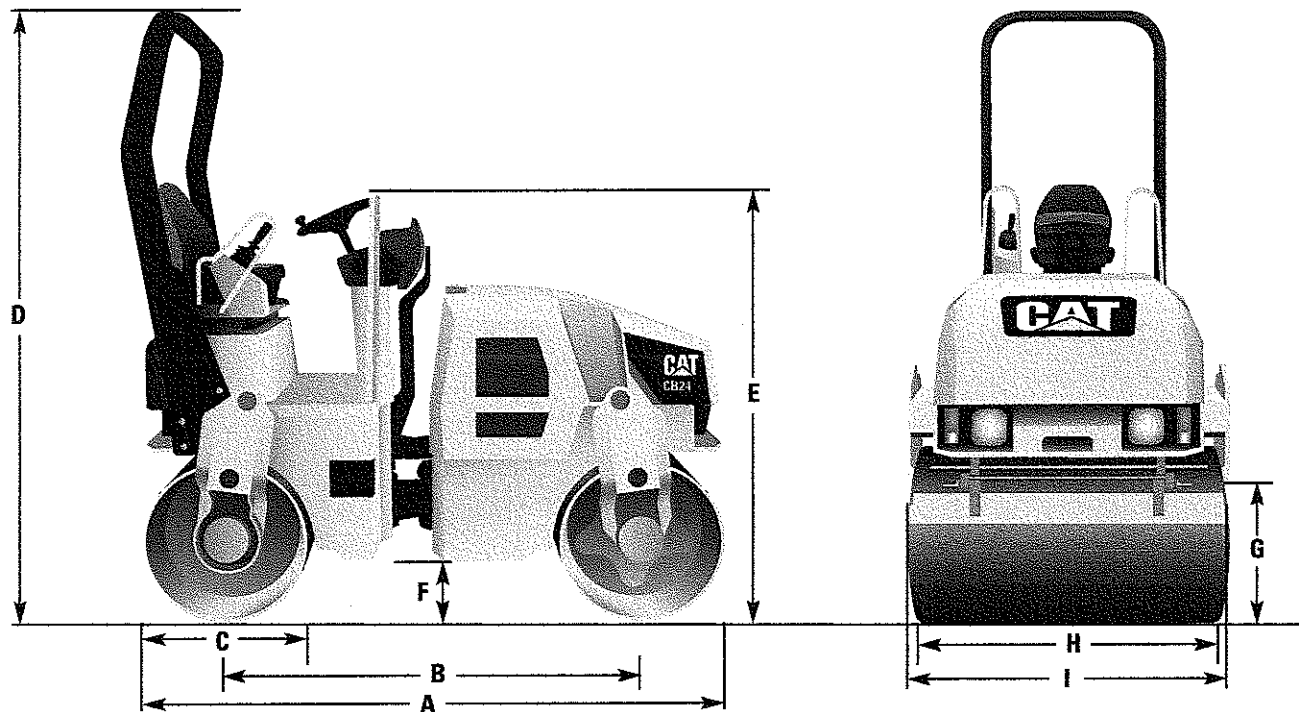
Weights

w/ROPS — kg (lb)	2500 (5,512)	2700 (5,952)	3230 (7,121)	2400 (5,291)
at front drum — kg (lb)	1210 (2,668)	1280 (2,820)	1570 (3,461)	1340 (2,954)
at rear drum — kg (lb)	1290 (2,840)	1420 (3,131)	1660 (3,660)	—
at rear wheels — kg (lb)	—	—	—	1050 (2,315)
per wheel — kg (lb)	—	—	—	262 (579)

Operating weights include lubricants, 80 kg (176 lb) operator, full fuel tank, full hydraulic system, half-full water tank and standard ROPS.

Compaction Characteristics

Frequency — Hz (vpm)	63/55 (3,780/3,300)			
Amplitude — mm (in)	0.50 (0.020)	0.50 (0.020)	0.30 (0.012)	0.50 (0.020)
Vibratory Drum Selection	Front or Both, (Rear is Optional)			
Centrifugal Force — kg (lb)	27.6 (6,210)	31.3 (7,043)	31.3 (7,043)	31.3 (7,043)
	21 (4,725)	23.9 (5,378)	23.9 (5,378)	23.9 (5,378)
Static Linear Load — kg/cm (lb/in)	12.5 (70)	11.3 (63)	12.5 (70)	10.0 (56)



Caterpillar offers a comprehensive line of Utility Compactors.

Contact your local Caterpillar® Dealer to learn more about the complete line of Caterpillar® Paving Products.



	CB14	CB14 XW	CB14 Full Flush
Operating Weight - kg (lb)	1620 (3,571)	1840 (4,057)	1600 (3,527)
Drum Width - mm (in)	800 (31)	1000 (39)	900/800 (35/31)
Frequency - Hz (vpm)	53.3 (3,780)	—	—
Centrifugal Force - kN (lb)	10.3 (2,318)	11.4 (2,565)	10.3 (2,318)
Gross Power - kW (hp)		16.1 (21.6)	



	CB34	CB34 XW	CC34
Operating Weight - kg (lb)	3940 (8,688)	4200 (9,259)	3670 (8,071)
Drum Width - m (in)	1.30 (51)	1.40 (55)	1.30 (51)
Frequency - Hz (vpm)	69/61 (3,780/3,300)	53/48 (3,180/2,880)	69/61 (3,780/3,300)
Centrifugal Force - kN (lb)	33.1 (7,448)	29.5 (6,638)	33.1 (7,448)
Gross Power - kW (hp)		34.1 (46)	

For more complete information on Cat® Products, dealer services, and industry solutions, visit us on the web at www.cat.com. Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Caterpillar® dealer for available options. CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the POWER EDGE trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

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QEHQ1341 (10/07)

CATERPILLAR

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: C. I. WALKER MACHINERY CO.Signed: Date: 11/10/10Title: SALES REPRESENTATIVE

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7011EC05

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: C. I. WALKER MACHINERY Co.

Authorized Signature: Mason L. Cannon Date: 11/16/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of December, 2010.

My Commission expires August 8, 2018.

NOTARY PUBLIC Rena Renee Moles

AFFIX SEAL HERE

