



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

RUDD

*413083743 412-714-1731
RUDD EQUIPMENT COMPANY
BLDG 1 AVE A BUNCHER IND DIST

LEETSDALE PA 15056

SHIP TO

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

DATE PRINTED 09/29/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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		
<p>DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>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.</p> <p>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.</p>						

RECEIVED
 2010 NOV 17 PM 1:25
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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				

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

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>						

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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>						

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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>NO. 1 ✓ <i>ABD</i></p> <p>NO. 2</p> <p>NO. 3</p>						

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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 style="text-align: center;">..... SIGNATURE RUDD EQUIPMENT CO. COMPANY 11/17/10 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>						

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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. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 33 RFQ. NO.: 7011EC05						

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				BID OPENING DATE:		11/10/2010
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
						412-741-6236
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
						BRIAN REED
				***** THIS IS THE END OF RFQ	7011EC05 *****	TOTAL: \$42,200.00

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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: RUDD EQUIPMENT COMPANY

Address: BUNCHER COMMERCE PARK, BLDG 1, AVE. A
LEETSDALE, PA 15056

Telephone Number: 412-741-1731

Years Bidder has been registered to do business with the State of West Virginia: 24 YRS.

Years Company has been an authorized dealer for proposed unit: 24 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 30 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$ 42,200.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

VOLVO DD29, DOUBLE DRUM COMPACTOR

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:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

ALL WARRANTY WORK TO BE SERVICED AT DOH FACILITY

ANDY CAPPS, VOLVO REP. ASHEVILLE, NC

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

CHARLESTON, WV

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

NO CHARGE DURING WARRANTY PERIOD.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit. NO CHARGE DURING WARRANTY PERIOD.

A. Shop Rate \$ _____ per mechanic hour

B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____

C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____

D. Field Mechanic Rate \$ _____ per mechanic hour

E. Specify period of time that prices are in effect: _____

F. Surcharge for miscellaneous items: _____ %

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: Volvo Model: DD29

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: 44 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: 6,335 pounds

X7.6 Wheel base: 67.9 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 6.6 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: 49.2 inches
- X7.12.3 Drum diameter: 28.8 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:** 500
- 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:** 79 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 YES NO
- Manufacturer: AERO Model: M420
- 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

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: RUDD EQUIPMENT CO Signed: [Signature] Title: SALES REP. Date: 11/17/10

*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 exceed 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: Rudd Equipment Company

Authorized Signature: [Signature] Date: 11/17/10

State of West Virginia

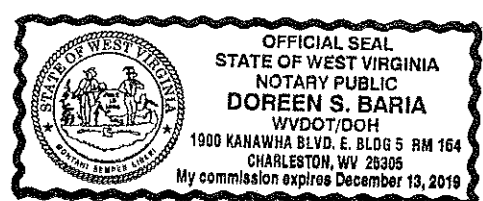
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17th day of November, 2010.

My Commission expires December 13, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Doreen S. Baria



VOLVO DOUBLE DRUM COMPACTOR

DD29



MORE CARE. BUILT IN.

RUDD EQUIPMENT COMPANY

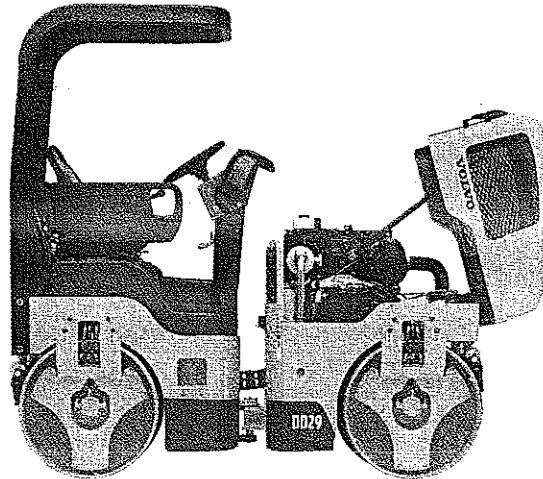


Evansville, Indiana (812) 867-6681
Fort Wayne, Indiana (260) 482-3681
Indianapolis, Indiana (317) 247-9125
Louisville, Kentucky (502) 456-4050
Corbin, Kentucky (606) 528-9440

Prestonsburg, Kentucky (606) 874-2104
St. Louis, Missouri (314) 487-8925
Pittsburgh, Pennsylvania (412) 741-1731
Clearfield, Pennsylvania (814) 765-8500
Charleston, West Virginia (304) 755-7788

LEADING THE INDUSTRY IN PERFORMANCE, SAFETY, AND DURABILITY

Volvo Construction Equipment offers a vibratory compactor with stellar performance and unsurpassed value. The DD29 features drums with 66,7 Hz **(4,000 vpm)** frequency—the same high frequency found in much larger machines—to give you better speed and higher productivity. Built for comfort and safety as well, this double-drum compactor offers a competitive advantage in hot mix asphalt, soil sub-base, aggregate-base, and numerous other applications.



Performance Features

• Drum performance

- 66,7 Hz **(4,000 vpm)** frequency provides optimal impact spacing at higher rolling speeds
- Operator can choose front-drum vibration only, double-drum vibration, or static mode
- Machined drum surface has chamfered edges to produce a professional quality finish on each job
- Durable carbon steel and thick shells prolong drum life

• Industry-leading water system

- 299 l **(79 gal)** water tank, full-day fuel capacity extend operating intervals
- Water flows only when the compactor is moving (in automatic mode)
- Standard pressurized spray system distributes water coverage evenly across each drum

• Operations

- High curb and low side clearances allow efficient maneuvering around jobsite obstacles
- Isolation of the vibratory drum and operator platform enhances operator comfort and safety
- Propulsion and vibration controls are conveniently designed for comfort, simplicity, and ease of use

• Serviceability

- Unobstructed daily checkpoints
- Easy-to-lift engine enclosure
- Ground-level access to engine, radiator, battery, and filters
- Color-coded service charts with detailed checkpoints, service intervals, and lubricant info

• Comfort and safety

- Continuous alarm until seat belt is fastened
- Operator platform rails
- Easy access to primary controls
- Vibration-isolated and molded skid-resistant platform with kick plates for added safety
- Standard safety features include: Roll Over Protective Structure (ROPS), convenient grab handle on both sides of compactor, spring-applied, hydraulically released parking brake (SAHR), emergency stop switch, seat shut down switch, and propulsion control with neutral start

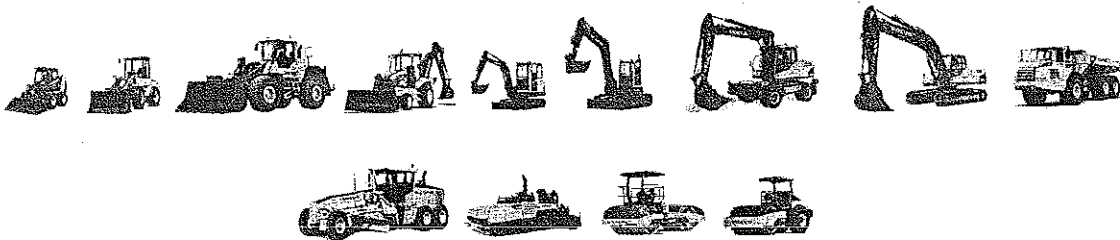
Available Options

- Foldable ROPS
- Inside scraper
- Urethane wipers
- Hazard and turn signals
- Special paint
- Water strainer
- Hydraulic test ports
- Strobe light
- Suspension seat
- Work lights

SPECIFICATIONS

Model	DD29	
Machine Weights (w/ ROPS)		
Operating Weight	kg (lb)	2 873 (6,335)
Static Weight @ Front Drum	kg (lb)	1 347 (2,970)
Static Weight @ Rear Drum	kg (lb)	1 526 (3,365)
Shipping Weight	kg (lb)	2 641 (5,823)
Machine Dimensions		
Length	mm (in)	2 556 (101)
Width	mm (in)	1 363 (53.7)
Height — Top Of Steering Wheel	mm (in)	1 824 (71.8)
Height — Top Of ROPS	mm (in)	2 525 (99.4)
Drum Base	mm (in)	1 725 (67.9)
Drum		
Width	mm (in)	1 250 (49.2)
Diameter	mm (in)	732 (28.8)
Shell Thickness	mm (in)	12 (0.47)
Finish		Machined, chamfered edge
Vibration		
Frequency	Hz (vpm)	66.7 (4,000)
Centrifugal Force	kN (lb)	32 (7,100)
Nominal Amplitude	mm (in)	0.40 (0.016)
Type System		Open-loop, parallel circuit
Vibrating Drums		Both or front only
Propulsion		
Type System		Closed-loop, hydrostatic, series circuit
Drum Drive		Pump: axial piston; Motor: radial piston, low speed, high torque
Speed	km/h (mph)	0 - 10.6 (0 - 6.6)
Gradeability (theoretical)		41%
Brakes		
Service		Dynamic hydrostatic through propulsion system
Parking / Secondary		Spring-applied, hydraulically released (SAHR) on each drum drive
Engine		
Make & Model		Kubota V2203M
Rated Power @ Installed Speed	kW (hp)	32.8 (44) @ 2450 rpm
Type		4-cylinder diesel
Steering		
Design		Centerpoint articulation
Type System		Double-acting, hydraulic, 1-cylinder
Articulation Angle		+7 - 30°
Outside Turning Radius	mm (in)	3 847 (151.5)
Water System		
Type		Pressurized
Pump		Electric, diaphragm
Tank Capacity	l (gal)	299 (79)
Filters		100 mesh screen @ nozzles, 80 mesh in-line
Drum Wipers Type		Spring-loaded, self-adjusting, neoprene wipers
Miscellaneous		
Fuel Capacity	l (gal)	88.1 (18)
Hydraulic Oil Capacity	l (gal)	84.9 (22.4)
Oscillation		± 10°
Curb Clearance — Vibration / Traction	mm (in)	481 (18.9)
Side Clearance	mm (in)	57 (2.2)

Product improvement is a continuing goal at Volvo. Designs and specifications are subject to change without notice or obligation.



Volvo Construction Equipment is different. The company's products are designed, built and supported in a different way. That difference comes from our 175-year engineering heritage. A heritage of thinking first about the people who actually use the machines. About how to make them safer, more comfortable, more productive. About the environment we all share. The result of that thinking is a growing range of machines and a global support network dedicated to helping you do more. People around the world are proud to use Volvo. And we're proud of what makes Volvo different - **More care. Built in.**

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

VOLVO

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