

Exhibit A

### Pricing Sheet

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Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total	
1	5	Each	One complete unit: Single Drum Roller	\$119,973.00	\$599,865.00	\$0.00
				Grand Total	\$599,865.00	\$0.00

Vendor shall list the year, make, and model of the unit being bid:

Year: 2017

Make: VOLVO

Model: SD115B

01/17/17 11:22:09  
WV Purchasing Division

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 Vendor Preference, if applicable.

1.  **Application is made for 2.5% 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **Application is made for 5% 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% 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% 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.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

**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 Company Signed: \_\_\_\_\_  
Date: 1/9/17 Title: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RUDD EQUIPMENT COMPANY

Authorized Signature: [Signature] Date: 1/16/17

State of West Virginia

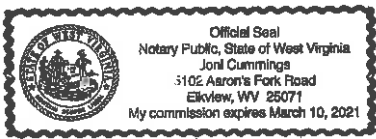
County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 16 day of January, 2017.

My Commission expires March 10, 2021, 2021.

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]  
*Purchasing Affidavit (Revised 08/01/2015)*





Proc Folder: 274329  
 Doc Description: Addendum 3-Contract Provide: Single Drum Vibratory Roller  
 Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2017-01-09	2017-01-17 13:30:00	CRFQ 0803 DOT1700000037	4

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

**Vendor Name, Address and Telephone Number:**  
 RUDD EQUIPMENT COMPANY  
 PO BOX 610  
 NITRO, WV 25143

**FOR INFORMATION CONTACT THE BUYER**  
 Misty Deiong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X FEIN # 61-0445955 DATE 1/9/17

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

Addendum 3 -

1. Extend bid opening from January 10, 2017 to January 17, 2017 at 1:30 PM, EST.
  2. Attached responses to technical questions that were inadvertently missed on Addendum 2.
- No other changes made.

SHIP TO		SHIP FROM	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SINGLE DRUM VIBRATORY ROLLER	5.00000	EA	\$119,973.00	\$599,865.00

Comm Code	Manufacturer	Specification	Model #
24101723	VOLVO	COMPACTOR	SD115B

**Extended Description :**

CLASS 592 SINGLE DRUM VIBRATORY ROLLER

Vendor should complete pricing and information provided on Exhibit A.

Line	Event	Event Date
1	Mandatory Prebid Meeting 10 AM, EST	2016-12-14
2	Technical Questions Due	2016-12-21

**SOLICITATION NUMBER: CRFQ DOT1700000037**

**Addendum Number: 3**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. Extend bid opening from January 10, 2017 to January 17, 2017 at 1:30 PM, EST.
  2. Attached responses to technical questions that were inadvertently missed on Addendum 2.
- No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

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

# ATTACHMENT A

**ADDENDUM**

**CRFQ 0803 DOT1700000037**

**CLASS 592 SINGLE DRUM ROLLER**

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

- 1. 3.1.3.1 Engine shall be minimum of 155 HP, 4 cylinder water cooled diesel engine. Tier III certified or better.**

**Question # 4: Would 130 hp be acceptable?**

**Answer: Leave as written.**

- 2. 3.1.6.4 Shall be smooth drum with bolt on pad foot kit minimum of 140 square pads.**

**Question # 3: Would a bolt on pad foot shell kit with 112 pads be acceptable?**

**Answer: We will change this to read 3.1.6.4 Shall be smooth drum with bolt on pad foot kit minimum of 112 square pads.**

- 3. 3.1.9.2 Shall have LED stop, turn and tail lights.**

**Question # 4: Would no brake lights, or turn signals be acceptable?**

**Answer: We will delete this section**

- 4. 3.1.10.8 Dash shall include the following gauges and lights fuel level, coolant temperature, engine tachometer, engine hour meter, turn signal indicator, hydraulic fluid level warning lamp, battery charge warning lamp, and engine oil pressure warning lamp.**

**Question # 3: Would no turn signal indicators be acceptable?**

**Answer: We will remove turn signal indicator from this section, it will now read 3.1.10.8 Dash shall include the following gauges and lights fuel level, coolant temperature, engine tachometer, engine hour meter, hydraulic fluid level warning lamp, battery charge warning lamp, and engine oil pressure warning lamp.**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1700000037**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 274329

Doc Description: Contract to Provide:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-01	2016-12-29 13:30:00	CRFQ 0803 DOT1700000037	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

RUDD EQUIPMENT COMPANY, INC.  
 PO BOX 610  
 NITRO, WV 25143

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN # 61-0445955

DATE 1/9/17

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Single Drum Roller.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SINGLE DRUM VIBRATORY ROLLER	5.00000	EA	\$ 119,973.00	\$ 599,865.00

Comm Code	Manufacturer	Specification	Model #
24101723	VOLVO	COMPACTOR	SD115B

**Extended Description :**

CLASS 592 SINGLE DRUM VIBRATORY ROLLER

Vendor should complete pricing and information provided on Exhibit A.

**SCHEDULE OF EVENTS:**

Line	Event	Event Date
1	Mandatory Prebid Meeting 10 AM, EST	2016-12-14
2	Technical Questions Due	2016-12-21

<b>DOT1700000037</b>	<b>Document Phase</b> Final	<b>Document Description</b> Contract to Provide: Single Drum Vibratory Roller	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 274329

Doc Description: Addendum 1-Contract Provide: Single Drum Vibratory Roller

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-27	2017-01-10 13:30:00	CRFQ 0803 DOT1700000037	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

RUDD EQUIPMENT COMPANY, INC.  
 PO BOX 610  
 NITRO, WV 25143

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN #

61-0445955

DATE 1/9/17

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

**ADDITIONAL INFORMATION:**

Addendum 1 - To extend the bid opening date from December 29, 2016 to January 10, 2017 at 1:30 PM, EST.

Responses to vendor questions will be issued under a separate addendum.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SINGLE DRUM VIBRATORY ROLLER	5.00000	EA	\$119,973.00	\$599,865.00

Comm Code	Manufacturer	Specification	Model #
24101723	VOLVO	COMPACTOR	SD115B

**Extended Description :**  
 CLASS 592 SINGLE DRUM VIBRATORY ROLLER

Vendor should complete pricing and information provided on Exhibit A.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Prebid Meeting 10 AM, EST	2016-12-14
2	Technical Questions Due	2016-12-21

<b>DOT1700000037</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 1-Contract Provide: Single Drum Vibratory Roller	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ DOT1700000037**

**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

- 1 - To extend the bid opening date from December 29, 2016 to January 10, 2017 at 1:30 PM, EST.  
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**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT17\*37**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
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Rudd Equipment Company, Inc.  
Company

\_\_\_\_\_  
Authorized Signature

1/9/17  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 274329

Doc Description: Addendum 2-Contract Provide: Single Drum Vibratory Roller

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-29	2017-01-10 13:30:00	CRFQ 0803 DOT1700000037	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

RUDD EQUIPMENT COMPANY, INC.  
 PO BOX 610  
 NITRO, WV 25143

**FOR INFORMATION CONTACT THE BUYER**

Misty Delong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN #

61-0445955

DATE

1/9/17

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

**ADDITIONAL INFORMATION:**

**Addendum 2 -**

1. Attachment of vendor questions and responses
2. Attachment of pre-bid sign-in sheet
3. Correction of error - Under section 3.1.6 section 3.1.7.4 shall read "3.1.6.5: Shall include scrapers for smooth drum and pad foot bolt on kit." The was numbered incorrectly.

No other changes made.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

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Comm Code	Manufacturer	Specification	Model #
24101723	VOLVO	COMPACTOR	SD115B

**Extended Description :**

CLASS 592 SINGLE DRUM VIBRATORY ROLLER

Vendor should complete pricing and information provided on Exhibit A.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Prebid Meeting 10 AM, EST	2016-12-14
2	Technical Questions Due	2016-12-21

**SOLICITATION NUMBER:** CRFQ DOT1700000037

**Addendum Number: 2**

---

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

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- Modify bid opening date and time
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**Description of Modification to Solicitation:**

1. Attachment of vendor questions and responses
  2. Attachment of pre-bid sign-in sheet
  3. Correction of error - Under section 3.1.6 section 3.1.7.4 shall read "3.1.6.5: Shall include scrapers for smooth drum and pad foot bolt on kit." The was numbered incorrectly.
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# ATTACHMENT A

**ADDENDUM FOR PRE-BID**  
**CRFQ 0803 DOT1700000037**  
**CLASS 592 SINGLE DRUM ROLLER**

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

1. **3.1.3.1 Engine shall be minimum of 155 HP, 4 cylinder water cooled diesel engine. Tier III certified or better.**

**Question # 1:** We are asking to drop the horse power requirements to 147 hp.

**Question # 2:** Is 129 HP acceptable?

**Question # 3:** Engine HP minimum is asking for 155 HP, would 128 be acceptable?

**Answer:** Leave as written.

2. **3.1.4.1 Shall be hydrostatic drive minimum of 2 speeds.**

**Question:** Is infinitely variable speed hydrostatic drive acceptable ILO of 2 speed?

**Answer:** This will be changed to read: **3.1.4.1 Shall be infinitely variable speed hydrostatic drive.**

3. **3.1.4.4 Wheel drive axle shall be equipped with limited slip.**

**Question:** Our machine has what they call the No Spin Feature. Ours accomplishes the same thing, actually a little better. Just wanted to make sure the terminology is ok?

**Answer:** Yes

4. **3.1.6.3 Drum shall have a compaction width of 84 inches.**

**Question # 1:** Our drum width is 83.9 inches, is this ok?

**Question # 2:** Is 83" nominal (82.6") drum compaction width acceptable?

**Answer:** We will change this to read: **3.1.6.3 Drum shall have a minimum compaction width of 83 inches.**

5. **3.1.6.4** Shall be smooth drum with bolt on pad foot kit minimum of 140 square pads.

**Question # 1:** We are asking for the number of pads on the shell kit be dropped to 112 pads.

**Question # 2:** Our unit has 120 square pads

**Answer:** We will change this to read **3.1.6.4** Shall be smooth drum with bolt on pad foot kit minimum of 112 square pads.

6. **3.1.8.1** Shall have 24 volt system.

**Question:** Is 12 volt electrical system acceptable?

**Answer:** This will now read: **3.1.8.1** Shall have 12 or 24 volt system.

7. **3.1.8.2** Shall have minimum of two (2) batteries.

**Question:** Is (1) battery acceptable?

**Answer:** Yes

8. **3.1.9.2** Shall have LED stop, turn and tail lights.

**Question # 1:** Our machine does not have these lights, was hoping this could be removed?

**Question # 2:** A single drum roller is typically not equipped with these, as it is not usually used on the road. Our Cat unit and several of the other OEM'S that were in attendance at the prebid did not offer this option.

**Question # 3:** We are asking for LED stop, turn and tail lights be removed from bid.

**Answer:** We will delete this section

9. **3.1.10.8** Dash shall include the following gauges and lights fuel level, coolant temperature, engine tachometer, engine hour meter, turn signal indicator, hydraulic fluid level warning lamp, battery charge warning lamp, and engine oil pressure warning lamp.

**Question # 1:** In relation to the item above, the turn signal indicator is not necessary/available.

**Question # 2:** We are asking that turn signal indicator be removed from the bid.

**Answer:** We will remove turn signal indicator from this section, it will now read **3.1.10.8** Dash shall include the following gauges and lights fuel level, coolant temperature, engine tachometer, engine hour meter, hydraulic fluid level warning lamp, battery charge warning lamp, and engine oil pressure warning lamp.

10. **6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 90 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**Question # 1:** Could you change the standard delivery date from 120 to 150, keeping pilot model 90 working days.

**Question # 2:** We would prefer 120 days for pilot and 150 days for the balance?

**Answer:** We will change this to read: **6.1 Delivery Time:** Vendor shall deliver standard orders within 150 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

11. Under 3.1.6 section 3.1.7.4 shall read **3.1.6.5:** Shall include scrapers for smooth drum and pad foot bolt on kit. (This was just numbered incorrectly) . This was discussed in pre-bid.



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT17000.09037 Date: 12/14/16

Project Description: Single Drum Vibratory Roller

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: \_\_\_\_\_  
Firm Address: PAM HALL  
WV DOT  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: TODD CAMPBELL  
WV DOT  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: March Air  
DOT  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: Harley Smith  
WV DOT  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Firm Address: Angie Moorman  
DOT  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT17000.pgc37 Date: 12/14/16

Project Description: Single Drum Vibratory Roller

**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:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>P.O. BOX 473</u> <u>CHARLESTON WV 25322</u>
Representative Attending:	<u>GARY GRADY</u>
Phone Number:	<u>304-346-5301</u>
Fax Number:	<u>304-346-5305</u>
Email Address:	<u>WVTractor@MSH.com</u>

Firm Name:	<u>ANDERSON EQUIPMENT</u>
Firm Address:	<u>1 ANDY'S WAY</u> <u>SOUTH CHARLESTON WV 25309</u>
Representative Attending:	<u>JONATHAN HALE</u>
Phone Number:	<u>304-550-1549</u>
Fax Number:	<u>304-756-2799</u>
Email Address:	<u>JHALE@ANDERSONEQUIP.COM</u>

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:	
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Phone Number:	
Fax Number:	
Email Address:	

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

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT1700000037 Date: 12/17/16

Project Description: Single Drum Vibratory Roller

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: Leslie Equipment Co.  
Firm Address: 19 Golf Crossing Dr.  
Cross Lanes WV 25313  
Representative Attending: Eric Brooks  
Phone Number: 304.542.0433  
Fax Number: 304.204.1811  
Email Address: BrooksEric@LeCo.com

Firm Name: Rudd Equipment Co.  
Firm Address: 500 River Road  
Nitro, WV 25143  
Representative Attending: Steve Neff  
Phone Number: 304-541-3390  
Fax Number: 304-755-7990  
Email Address: SNEFF@RuddEquipment.com

Firm Name: C.I. Walker Machinery  
Firm Address: P.O. Box 2427  
Charleston, WV 25329  
Representative Attending: Mats Conner  
Phone Number: (304) 543-5406  
Fax Number: (304) 759-6404  
Email Address: mconner@walker-cat.com

Firm Name: Rish Equipment  
Firm Address: 100 Helix Loop Rd.  
Bridgeport, WV 26330  
Representative Attending: Mike Blickenstaff  
Phone Number: 304-842-3511  
Fax Number: 304-842-6126  
Email Address: mblickenstaff@rish.com

Firm Name: STATE EQUIPMENT, INC.  
Firm Address: 566 NEW GOLF MAN DR.  
CROSS LANES, WV 25313  
Representative Attending: EDDIE ROWAN, JR.  
Phone Number: (304) 539-8684  
Fax Number: (304) 776-4409  
Email Address: eddie@STATEEQUIPMENT.COM

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1700000037**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

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Company

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Authorized Signature

---

Date

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

Revised 6/8/2012

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV Division of Highways  
83 Brushy Fork Road Crossing  
Buckhannon, WV 26201

Date: December 14, 2016

Time: 10:00 AM, EST.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 21, 2016

Submit Questions to: Misty Delong  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Misty.M.Delong@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Misty Delong  
SOLICITATION NO.: CRFQ DOT17000000037  
BID OPENING DATE: December 29, 2016  
BID OPENING TIME: 1:30 PM, EST  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** December 29, 2016 at 1:30 PM, EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on  
Award \_\_\_\_\_ and extends for a period of one year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.



**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

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CLASS 592 Single Drum Vibratory Roller

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**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
Misty.M.Delong@wv.gov.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

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CLASS 592 Single Drum Vibratory Roller

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**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 90 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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

**6.4 Representative Unit for Test:** The successful vendor must (if specified) provide the 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 may 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.

**6.5 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery



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point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

- 6.6 **Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

**7. MISCELLANEOUS:**

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

- 7.4 **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 the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery. Attn: Marcia Lee. There must be 12 service/shop/

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maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

- 7.5 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 operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble shooting with each purchase order against this open end contract. 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  
P.O. Box 610  
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

- 7.6 Preventative Maintenance & 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 Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.
- 7.7 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

**8. VENDOR DEFAULT:**

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

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

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**CLASS 592 Single Drum Vibratory Roller**

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

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

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the contract.

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

8.2.3 Any other remedies available in law or equity.



Volvo Construction Equipment

# SD75B, SD115B

VOLVO SINGLE DRUM COMPACTORS 7-11.8 t / 15,430-26,000 lb 74-147 hp



# A passion for performance.

At Volvo Construction Equipment, we're not just coming along for the ride. Developing products and services that raise productivity – we are confident we can lower costs and increase profits for customers around the globe. Part of the Volvo Group, we are passionate about innovative solutions to help you work smarter – not harder.

## Helping you to do more

Doing more with less is a trademark of Volvo Construction Equipment. High productivity has long been married to low energy consumption, ease of use and durability. When it comes to lowering life-cycle costs, Volvo is in a class of its own.

## Designed to fit your needs

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology – but it doesn't always have to. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



## You learn a lot in 180 years

Over the years, Volvo has advanced solutions that have revolutionized the use of construction equipment. No other name speaks Safety louder than Volvo. Protecting operators, those around them and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

## We're on your side

We back the Volvo brand with the best people. Volvo is truly a global enterprise, one that is on standby to support customers quickly and efficiently – wherever they are.

## We have a passion for performance.

### A strong, dedicated, capable dealer network.

Our dealers are strategically located throughout North America to provide the equipment you need and the parts and service support you demand for a productive and profitable operation.

The strength of our dealer network is enhanced with extensive individualized product support training at our best-in-class Customer Center in Shippensburg and through hands-on training. Using a great Product Demonstration Center featuring a dedicated area for most common applications, visitors operate equipment from our entire product line under a variety of simulated working conditions. This facility is in year-round use by our dealers and customers.

### Building the best starts right here.

The products designed and manufactured by Volvo Construction Equipment have their beginnings at the most advanced Research & Design centers in the industry. Volvo CE machines are designed in 11 R&D centers and produced in 15 manufacturing facilities across the world.

The major R&D center and manufacturing plant in the Americas is located in Shippensburg, Pennsylvania. This facility has been in operation for over 30 years and – with its recently added 200,000 sq. ft. expansion – now covers 570,000 sq. ft. on an 80 acre campus. Dedicated work teams and highly advanced technologies and techniques using the Volvo Production System ensure continuous quality improvements, labor savings and cost control to reach the high quality that our customers have come to expect from Volvo.







Volvo Trucks



Renault Trucks



Mack Trucks



UD Trucks



Volvo Buses



Volvo Construction Equipment



Volvo Penta



Volvo Financial Services

# Versatile performance.

The new Volvo SD75B and SD115B soil compactors are packed with advanced technology. The drum is configured with ease while the engine controls itself. The compactors adapt to your application and jobsite to provide maximum versatility and performance.

## Frequency and amplitude choices

Easily adjust the vibration frequency from the operator console to compensate for changing soil types and conditions. Two frequency settings are standard and for even greater versatility, five frequency options are available. High and low amplitudes can also be selected.

## Adaptive power

Adaptive power tailors machine performance by adjusting engine and hydraulic systems to individual job site requirements, providing the exact amount of power needed for increased efficiency. It's designed to run the machine at the optimal level needed for the job.



## Application versatility

The machine can be set up in three different configurations and is available with smooth or padfoot drum. The compactor is quickly and easily converted from a smooth drum by clamping on a padfoot shell. The padfoot shell kit allows the machine to work in different applications and increases versatility.

## Gradeability

The Volvo traction system provides excellent climbing and traction capabilities in difficult applications, such as steep inclines or slippery surfaces. The system prevents wheel or drum spin, improving gradeability, performance and productivity.





#### **Drum performance**

Volvo's advanced drum control system delivers multiple frequency, dual amplitude, and optimized centrifugal force – matching the drum's performance to your application. The choice of high or low amplitude is easily selected, giving you the flexibility to adjust the drum's dynamic force based on the job and material depth. The auto vibration feature also increases ease of operation and productivity.





#### **Volvo engine**

Volvo's premium Tier 4 Final engine delivers high torque at low rpm for superior performance and low fuel consumption. Designed to lower emissions and increase efficiency without compromising power.

# Power up, fuel down.

The perfectly optimized Volvo Tier 4 Final engine delivers high torque at low rpm for superior performance and low fuel consumption. The compactor's engine has been developed to offer greater fuel efficiency, increasing uptime and reducing costs.

## Efficient cooling system

The hydraulically-driven fan with variable speed draws power only when needed. Lower fan speeds reduce noise, resulting in greater operator comfort and a lower total cost of ownership.

## Passive regeneration

The new passive regeneration provides continuous and simplified operation. Volvo's passive regeneration cleans the filters automatically during normal operation without any input from the operator or effect on performance.



## ECO mode

ECO mode is now standard and is always turned on by default. It adjusts the engine speed to match the operation mode and up to a 40% reduction in fuel consumption is achieved with ECO mode.



## Eccentric design

The eccentric design delivers more efficiency while using less power. Matching the required performance to suit your application, the eccentric is designed for faster ramp up speeds at lower pressure for increased fuel efficiency.



# Packed with intelligence.



## Operator Environment

The ROPS/FOPS certified cab or open operator's area provides a safe and comfortable working environment with all-around visibility.

## ECO mode

ECO mode is now standard and always on by default. It adjusts the engine speed to match the operation mode.



## High quality components

The compactor features the highest quality components, clever routing and clean design.

## Heavy-duty

The heavy-duty drum, center joint and front frame components are designed and manufactured with durability in mind.

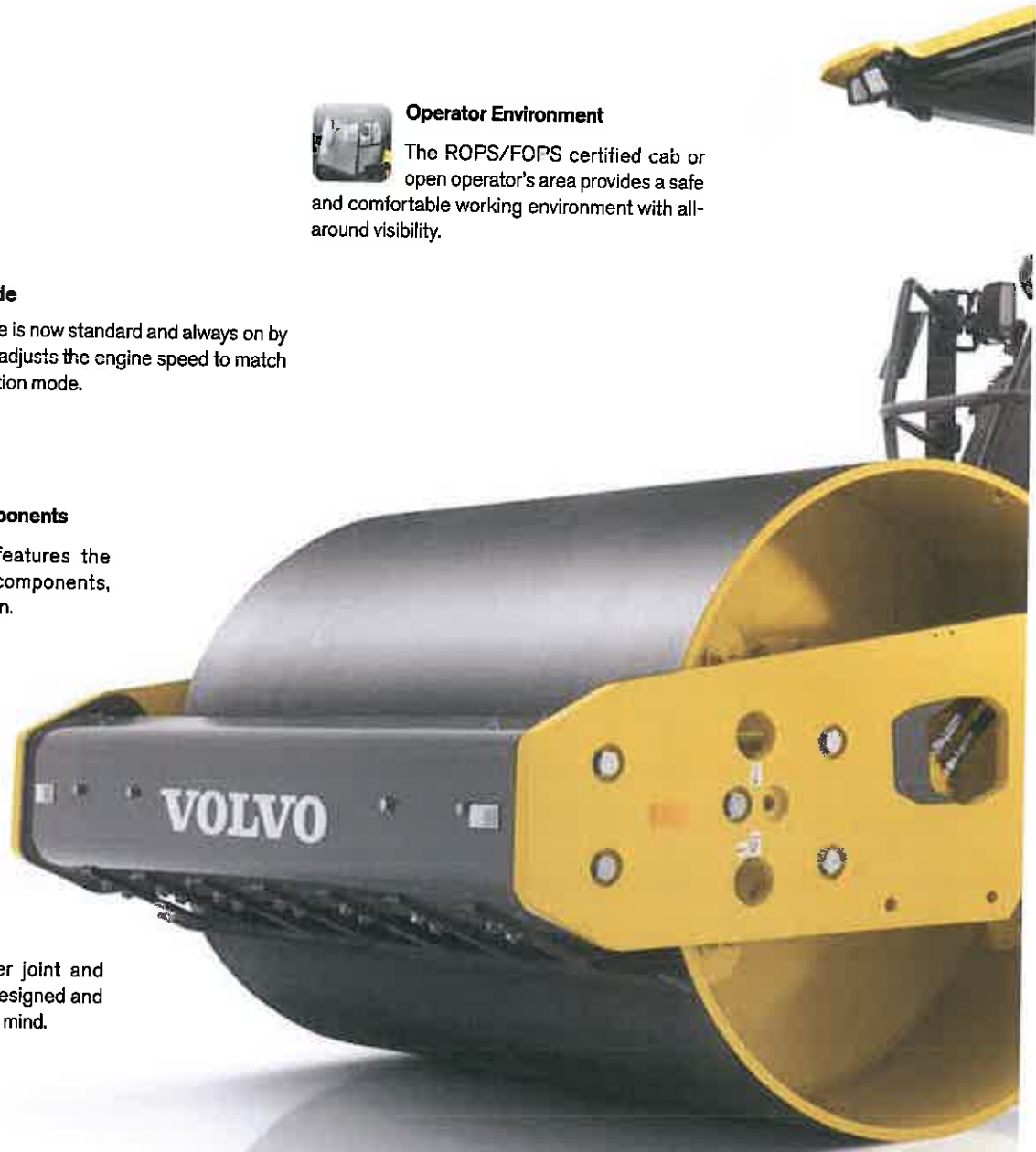
## Frequency and amplitude choices

Easily adjust the vibration frequency from the operator console to compensate for changing soil types and conditions.



## Drum performance

Volvo's advanced drum control system delivers multiple frequencies, dual amplitude, and optimized centrifugal force.





#### **Engine**

The perfectly optimized Volvo Tier 4F engine delivers high torque at low rpm for superior performance and low fuel consumption.

#### **Passive regeneration**

Passive regeneration functions automatically during operation without input from the operator or effect on machine performance.

#### **Service Access**

The electric engine hood lifts up giving extensive ground level access to the engine compartment.

#### **CareTrack**

CareTrack is the state-of-the-art telematics system designed for Volvo Construction Equipment.

#### **Gradeability**

The Volvo traction system provides excellent climbing and traction capabilities in difficult applications.

#### **Impact meter**

Integrated into the display, the impact meter ensures you travel at the right speed for target compaction.

# Control in comfort.

Step up to the Volvo designed cab and experience industry-leading low noise levels, ultimate comfort and a productive working environment. Safe, spacious and with improved all-around visibility, operators will work efficiently with less fatigue in a Volvo compactor.

## Seat

The fully adjustable seat now rotates and slides to enhance front and rear visibility for increased safety and comfort.



## HVAC system

The cab is equipped with industry-leading climate control to ensure a comfortable environment inside the cab, whether heating or air conditioning is required. High air intake and positive cabin pressure helps to reduce dust from entering the cab.

## Operator display

The new high-tech color operator display presents operational information and key diagnostics, reducing the need for regular physical checks. Easy to see in direct sunlight, further functions include service interval information and machine operating conditions. The control keypad is conveniently located on the operator's side console and controls are grouped together for comfort and efficiency.



## Impact meter

Integrated into the display, the impact meter ensures you travel at the right speed for target compaction. The impact meter measures impacts per meter for a uniformed smooth finish.





#### **Operator Environment**



The ROPS/FOPS certified cab provides a safe and comfortable working environment with an efficient heating and air conditioning system and all-around visibility. With floor to ceiling cab glass, the operator has an excellent forward drum view as well as superior front and rear visibility.





#### **High quality components**

The compactor features the highest quality components, clever routing and clean design. The engine, hydraulics and electronic components work in harmony to deliver superior performance and increase machine life.

# Robust and reliable.

Volvo Construction Equipment produces the most robust and durable compactors on the market. The SD75B and SD115B machines provide easy service access for increased uptime and quick maintenance.

## Service Access

The cab tilt is standard, providing access to all hydraulic components. For class-leading access, the electric engine hood lifts up giving extensive ground level access to the engine compartment. Maintenance and inspections can be conducted more efficiently with minimal downtime – increasing overall productivity and reliability.



## Sealed electronics

All components and electronics have been moved into the cab and mounted on the rear wall, protecting them from the elements. Fuses are accessible behind the fuse panel for improved accessibility.

## CareTrack

CareTrack is the state-of-the-art telematics system designed for Volvo Construction Equipment. Stay informed, receive reports, alarms and information such as fuel status, machine location and hours so you can plan your service more efficiently. Stay ahead of unscheduled downtime and check that your machine is being operated efficiently.



## Heavy-duty

The heavy-duty drum, centre joint and front frame components are designed and manufactured with durability in mind. The thick steel drum shell is engineered for longevity and performance. Frames are robotically welded and built from high quality steel with precise and consistent welds guaranteeing a strong structure.



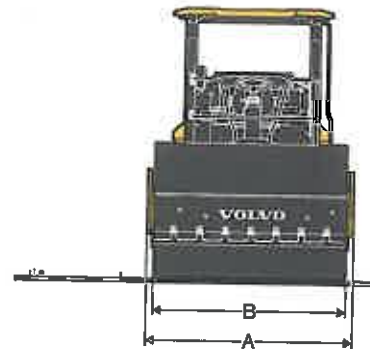
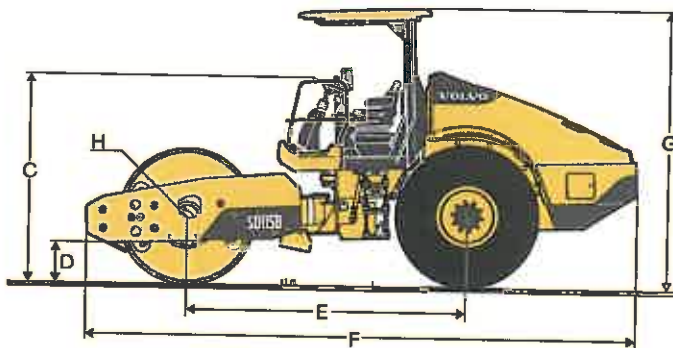
# Specifications.

Model			SD75B				SD115B			
Drum type			Smooth		Padfoot		Smooth		Padfoot	
<b>Machine Weights (inc. ROPS &amp; inside scraper)</b>										
Operating Weight (CECE)	kg	lb	7 000	15,400	7 251	15,952	11 643	25,615	11 800	25,960
Static Weight @ Drum	kg	lb	3 600	7,920	3 863	8,499	6 243	13,735	6 400	14,080
Static Weight @ Tires	kg	lb	3 400	7,480	3 388	7,454	5 400	11,880	5 400	11,880
Shipping Weight	kg	lb	6 889	15,156	7 140	15,708	11 513	25,329	11 670	25,674
<b>Drum</b>										
Width	mm	in	1 676	66	1 676	66	2 134	84	2 134	84
Diameter	mm	in	1 219	48	1 219	48	1 500	59	1 295	51
Shell Thickness	mm	in	22	1	22	1	25	1	25	1
Diameter Over Pad Feet	mm	in	-	-	1 369	54	-	-	1 550	61
Pad Feet	number of		-	-	84		-	-	112	
Pad Height	mm	in	-	-	75	3	-	-	127	5
Pad Tip Area	cm <sup>2</sup>	in <sup>2</sup>	-	-	125	19	-	-	135.3	21
<b>Vibration</b>										
Frequency	Hz	vpm	30.8/33.8	1,850/2,025	30.8/33.8	1,850/2,025	30.8/33.8	1,850/2,025	30.8/33.8	1,850/2,025
Optional 5 Frequency (High Amp)	Hz	vpm	23.3-30.8	1,398-1,850	23.3-30.8	1,398-1,850	23.3-30.8	1,398-1,850	23.3-30.8	1,398-1,850
Centrifugal Force	High Amp	kN	132	29,700	105	23,625	258	58,050	258	58,050
	Low Amp	kN	96	21,600	96	21,600	208	46,800	208	46,800
Nominal Amplitude	High Amp	mm	1.94	0.08	1.49	0.06	1.92	0.08	1.68	0.07
	Low Amp	mm	1.16	0.05	0.89	0.04	1.29	0.05	1.13	0.04
<b>Propulsion</b>										
Type	Hydrostatic									
Tire	14.9-24 R3 6PR TT		14.9-24 R1 6PR TL		23.1-26 R3 8PR TT		23.1-26 R1 8PR TL			
Drum Drive	LSHT Motor					Planetary Gear Box				
<b>Travel Speed</b>										
High	km/h	mph	12.3	7.6	13	8.1	10	6.2	10	6.2
Low	km/h	mph	6.5	4.0	7.5	4.7	4.5	2.8	4.3	2.7
<b>Engine</b>										
Make / Model	Volvo D38 Tier 4 F					Volvo D4 Tier 4 F				
Engine Type	Turbocharged 4 cylinder					Turbocharged 4 cylinder				
Rated Power @ 2,200 rpm	kW	hp	55.4		74		110		147	
<b>Electrical System</b>										
Voltage (Negative ground)	Volt		12				24			
Alternator	Ah		100				120			
Batteries	CCA		1 x 1 125				2 x 1 125			
<b>Brakes</b>										
Service	Hydrostatic									
Parking / Secondary	Spring-applied, hydraulically released on drum & axle									
<b>Miscellaneous</b>										
Articulation Angle	°		+/- 38				+/- 35			
Oscillation Angle	°		+/- 12				+/- 12			
Fuel Capacity	l	gal	115		30		130		34	
Hydraulic Oil Capacity	l	gal	60		16		75		20	
Gradeability (theoretical)	%		65		60		65		60	

# Equipment.

## DIMENSIONS

Model	SD75B				SD115B			
	Smooth drum		Padfoot drum		Smooth drum		Padfoot drum	
	mm	in	mm	in	mm	in	mm	in
A	1 830	72	1 830	72	2 286	90	2 286	90
B	1 676	66	1 676	66	2 134	84	2 134	84
C	2 183	86	2 252	88.7	2 269	89.3	2 288	90.1
D	383	15.1	452	17.8	483	19	498	19.6
E	2 677	105.4	2 677	105.4	3 095	121.9	3 095	121.9
F	5 044	198.6	5 044	198.6	6 091	239.8	6 091	239.8
G	2 924	115.1	2 993	117.8	3 000	118.1	3 020	118.9
H	609	23.9	681	26.8	755	29.7	774	30.5



## SELECTION OF VOLVO OPTIONAL EQUIPMENT

### Tyres



### Padfoot drum



### Blade



### Work lights



### Compaction Meter



### Traction system



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**

Volvo Construction Equipment

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