



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 271204

Doc Description: Addendum 1-CONTRACT TO PROVIDE: HYDRAULIC HAMMER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-19	2017-01-05 13:30:00	CRFQ 0803 DOT1700000039	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:

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322  
 304-346-5301

01/05/17 09:33:13  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Charles D Barnette  
 (304) 558-2566  
 charles.d.barnette@wv.gov

Signature X

550621655  
 FEIN #

12-29-2016  
 DATE

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

**ADDITIONAL INFORMATION:**

Addendum 1-

1 - To respond to vendor questions.

No other changes.

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 Hydraulic Hammer.

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	HYDRAULIC HAMMER	1.00000	EA	\$17,777	\$213,324

Comm Code	Manufacturer	Specification	Model #
22101700	Allied Construction Products		HY-RAM HR22

**Extended Description :**

CONTRACT TO PROVIDE: CLASS 548 HYDRAULIC HAMMER

**SCHEDULE OF EVENTS**

Line	Event	Event Date
2	Technical Question Deadline by 4:00 PM	2016-12-13

<b>DOT1700000039</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> Addendum 1-CONTRACT TO PROVIDE: HYDRAULIC HAMMER	<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 DOT1700000039**

**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 respond to vendor questions.

No other changes.

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT17\*039**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

West Virginia Tractor Company

Company



Authorized Signature

12-29-2016

Date

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

Revised 6/8/2012

**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.

Gary W. Grady PRES  
(Name, Title)  
Gary W. Grady, President  
(Printed Name and Title)  
P.O. Box 473 Charleston, WV 25322  
(Address)  
304-346-5301 304-346-5305  
(Phone Number) / (Fax Number)  
wvtractor@msn.com  
(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.

West Virginia Tractor Company

(Company)

Gary W. Grady PRESIDENT  
(Authorized Signature) (Representative Name, Title)

Gary W. Grady, President  
(Printed Name and Title of Authorized Representative)

12-29-2016  
(Date)

304-346-5301 304-346-5305  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ DOT1700000039  
Class 548 Hydraulic Hammer

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

**8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Gary W. Grady  
**Telephone Number:** 304-346-5301  
**Fax Number:** 304-346-5305  
**Email Address:** wvtractor@msn.com

**8.4 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/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.

**8.6 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.

**8.7 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

**8.8 Unspecified Accessories & Features:** All parts, equipment, accessories, materials, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship

Exhibit A

### Pricing Sheet

CRFQ DOT1700000039

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	12	Each	One complete unit: Hydraulic Hammer	\$17,777	\$213,324
				Grand Total	

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

Year: 2017 or later as ordered

Make: Allied Construction Products

Model: HY-RAM HR22



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: West Virginia Tractor Company

Signed: \_\_\_\_\_

Title: President

Date: 12-29-2016

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 exceed 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: West Virginia Tractor Company

Authorized Signature: *Gauge Inady* Date: 12-29-2016

State of West Virginia

County of Kanawha, to-wit:

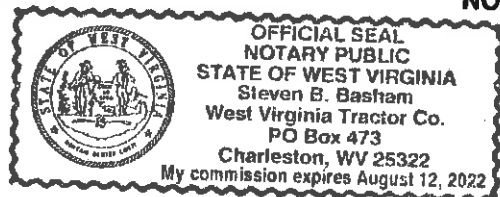
Taken, subscribed, and sworn to before me this 29 day of December, 2016.

My Commission expires August 12, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

*Steven B. Basham*



Purchasing Affidavit (Revised 08/01/2015)



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**HY-RAM<sup>®</sup>**

**ALLIED**

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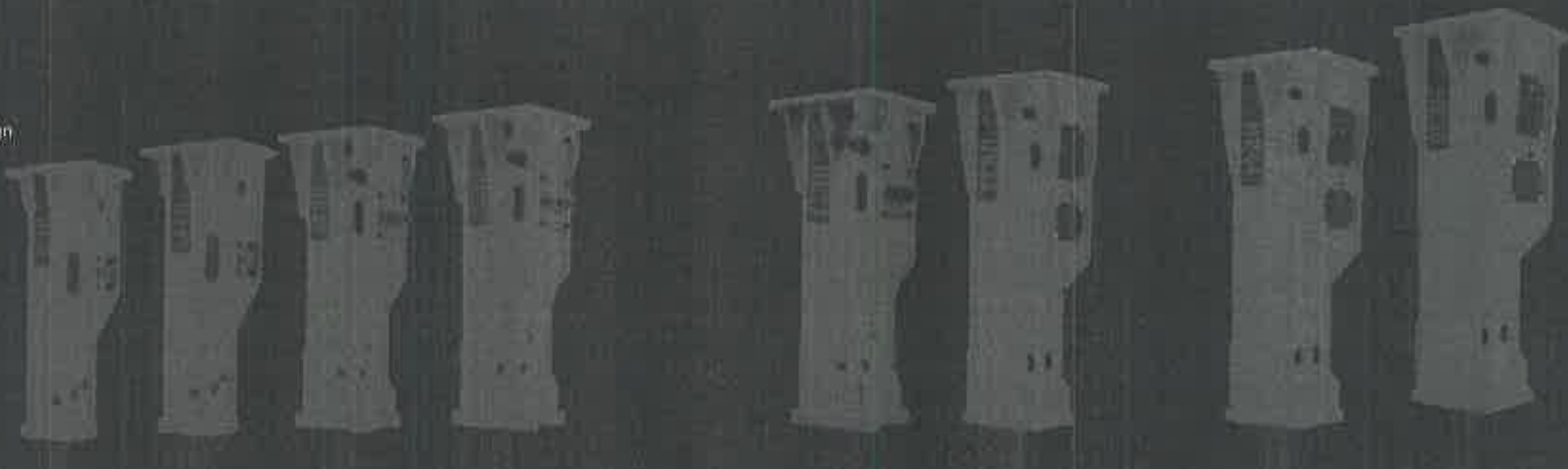
# ALLIED'S HY-RAM® LINE

## FEATURES

- Heavy-duty sealed housing design
- Sound-suppressed
- Nitrogen-type accumulator
- Large piston
- Large tool diameter
- IBP (Idle Blow Protector) (HR33, HR44, HR60)
- Built-in grease channel (HR33, HR44, HR60)

## BENEFITS

- Urban-friendly
- Low operating costs
- Easy to use and service
- Excellent power-to-weight ratio
- Quick change tool system
- Constant high productivity



## SMALL RANGE

## MEDIUM RANGE

## LARGE RANGE

Model	Mounting Type	Foot Pound Energy Class Ft. lbs	Frequency Range bpm	Hydraulic Flow Required Range gpm (lpm)	Hydraulic Pressure Range psi (bar)	Working Weight lbs. (kg)	Overall Length in. (mm)	Standard Demolition Tool	Tool Diameter in. (mm)	Recommended Corner Weight (Mini-Excavator) lbs	Recommended Corner Weight (Skid-Steer) lbs
HR03	AR	350	450-1,400	6-11 (22-42)	670-1,740 (69-120)	332 (151)	44 (112)	Chisel	1.77 (45)	3,100-6,600	2,500-4,400
HR05	XR	500	500-1,350	7-13 (27-49)	915-1,740 (79-120)	402 (182)	47 (119)	Chisel	2.09 (53)	4,400-8,800	3,100-6,600
HR09	TR	800	450-950	9-19 (34-72)	1,385-2,630 (99-140)	552 (251)	54 (137)	Chisel	2.48 (63)	8,800-18,700	7,900-11,500
HR14	BR	1,000	400-950	12-23 (43-87)	1,305-2,630 (98-140)	927 (423)	58 (147)	Chisel	2.95 (75)	13,200-23,000	9,700-15,700
HR22	MR	2,500	450-750	21-29 (79-110)	1,885-2,320 (130-160)	1,989 (902)	81 (206)	Chisel	3.92 (100)	22,000-35,000	
HR33	MR	3,500	280-760	26-37 (98-141)	2,320-2,410 (160-180)	2,703 (1,225)	86 (218)	Chisel	4.32 (110)	34,100-50,700	
HR44	MR	5,000	390-760	34-45 (129-170)	2,120-2,610 (160-180)	3,616 (1,643)	92 (234)	Chisel	5.31 (135)	44,100-50,900	
HR60	FR	7,500	430-760	40-53 (151-201)	2,320-2,410 (160-180)	5,025 (2,279)	103 (262)	Chisel	5.91 (150)	59,500-88,200	

For sales and service, contact your Allied Distributor:



3900 Kelley Avenue, Cleveland, Ohio 44114  
Tel: 216-431-2600 Fax: 216-431-2601  
e-mail: [Sales@AlliedCP.com](mailto:Sales@AlliedCP.com)  
website: <http://www.AlliedCP.com>



## Hy-Ram® Limited Warranty

### WHAT IS COVERED

Allied warrants to owners of new Allied Hammers™ that, after delivery and placement into service by the first user, the authorized Allied Distributor in whose service area the unit is operated will repair or replace any part (except demolition and accessory tools which are warranted separately) that fails because of defects in material or workmanship according to the following schedule:

Item	Months	WARRANTY COVERAGE	
		Parts	Labor
Unit	0 - 12	No Charge	No Charge
Cylinder Head, Cylinder Body, Lower Body (Front Head)	13- 24	No Charge	Not Covered

### WHAT IS NOT COVERED

This warranty does not cover:

- conditions which in the reasonable judgement of Allied, arise from misuse, negligence, alteration, accident, or lack of performance of necessary maintenance or replacement of wear items;
- normal maintenance service or the replacement of expendable service items in connection with normal use, wear and tear, or prolonged improper storage;
- damage due to operation with hydraulic flow, pressure or temperature, in excess of levels recommended by Allied; unapproved or incorrect lubricants;
- claims for loss of time, inconvenience, loss of use of the product or other consequential damages, Transportation costs to and from the end-user, Service Calls and driving time to the end-user location;
- demolition tools are covered from in service for 30 days against defects in material and workmanship. Abuse, lack of lubrication and improper use or operation is not covered by warranty.

### DISTRIBUTOR RESPONSIBILITY

- required to register the attachment when delivered to the end-user, (Demo, Rental, Sale, Lease);
- discuss and ensure the end-user understands the warranty and coverage for the attachment they are purchasing, demonstrating, leasing or renting;
- mount the attachment and setup the carrier to properly operate the attachment;
- use genuine Hy-Ram parts procured through Allied Construction Products during the warranty period when performing warrantable repairs or modifications.

### OWNER/END USER RESPONSIBILITY

The owner/end-user is responsible for:

- the performance of regular maintenance service as specified in the applicable product manuals;
- delivering the product or part to the Allied Distributor for warranty consideration;
- immediately removing the attachment for service to present additional or subsequent damage if a problem occurs.

***This limited warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any non-contractual liabilities including product liabilities based upon negligence or strict liability. Allied does not authorize any other person to create for it any other liability in connection with this product.***

Allied Construction Products, LLC  
3900 Kelley Avenue  
Cleveland, Ohio 44114 USA