



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:

STATE EQUIPMENT, INC.
 P.O. BOX 3939
 CHARLESTON, WV 25339
 304-776-4405

01/05/17 11:40:16
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature 

FEIN # 550658298

DATE 1/4/17

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	\$22,559.00	22,559.00

Comm Code	Manufacturer	Specification	Model #
22101700	TRAMAC	NITROGEN ASSIST 2,000 FT-LB BREAKER	N2000

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

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	\$22,559.00	\$270,708.00	\$0.00
				Grand Total	\$270,708.00	\$0.00

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

Year: 2016

Make: TRAMAC

Model: N2000

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.

STATE EQUIPMENT, INC.

Company



Authorized Signature

1/4/17

Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION – CRFQ DOT170000039
Class 548 Hydraulic Hammer

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: EDDIE ROWAN, JR.
Telephone Number: 304-776-4405
Fax Number: 304-776-4409
Email Address: EDDIE@STATEEQUIPMENT.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

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.

EDDIE ROWAN, JR. GENERAL MANAGER
(Name, Title)
EDDIE ROWAN, JR. GENERAL MANAGER
(Printed Name and Title)
P.O. BOX 3939 CHARLESTON, WV 25339
(Address)
304-776-4405 304-776-4409
(Phone Number) / (Fax Number)
EDDIE@STATEEQUIPMENT.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.

STATE EQUIPMENT, INC.
(Company)
EDDIE ROWAN, JR. GENERAL MANAGER
(Authorized Signature) (Representative Name, Title)

EDDIE ROWAN, JR. GENERAL MANAGER
(Printed Name and Title of Authorized Representative)

1/4/17
(Date)

304-776-4405 304-776-4409
(Phone Number) (Fax Number)

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: STATE EQUIPMENT, INC.

Signed: _____

Date: 1/4/17

Title: GENERAL MANAGER

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

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: STATE EQUIPMENT, INC.

Authorized Signature: _____

Date: 1/4/17

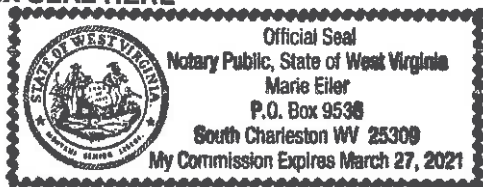
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 4th day of January, 2017.

My Commission expires March 27, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Marie Eiler

Purchasing Affidavit (Revised 08/01/2015)

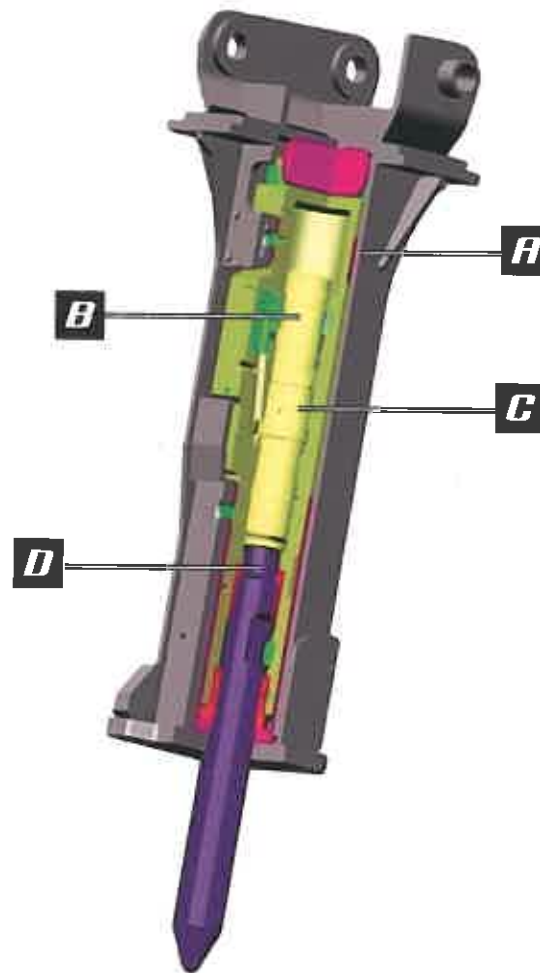
N-Series Hydraulic Breaker Attachment



N-Series Hydraulic Breaker Attachment

Tramac N-Series Hydraulic Breakers offer powerful performance and top productivity. Whether you are demolishing concrete or breaking rocks, Tramac Hydraulic Breakers are designed to give you maximum productivity to make each blow count. Tramac Breakers provide high performance, reliability and low maintenance cost.

Optional Cradle Mounted or Excavator Mounted Grease Station available that delivers continuous grease flow reducing bushing and tool wear.



A Energy Recovery System

- Captures the piston's rebound energy providing increased frequency and power on the next blow.

B New Valve System

- Patented main control valve provides superior performance and efficiency.

C High Quality Piston & Cylinder

- Close tolerances reduce internal leaks and increase efficiency.

D Blank Fire Protection

- Provides blank fire protection with a hydraulic cushion in the bottom of the cylinder that prevents premature wear.

		N2000	N3000	N5000	N6000	N8000
Carrier Weight		22,046-33,069 lbs. (10 - 15 tons)	33,069-48,501 lbs. (15 - 22 tons)	39,683-61,729 lbs. (18 - 28 tons)	46,297-68,343 lbs. (21 - 31 tons)	61,729-81,570 lbs. (28 - 37 tons)
Operating Weight		2,061 lbs. (935 kg)	2,403 lbs. (1,090 kg)	3,572 lbs. (1,620 kg)	3,606 lbs. (1,636 kg)	5,400 lbs. (2,450 kg)
Tool Diameter		4.21 in. (107 mm)	4.88 in. (124 mm)	5.39 in. (137 mm)	5.60 in. (142 mm)	6.14 in. (156 mm)
Operating Pressure		2,466 psi (170 bar)	2,466 psi (170 bar)	2,610 psi (180 bar)	2,610 psi (180 bar)	2,610 psi (180 bar)
Flow	min.	18.5 gpm (70 lpm)	23.8 gpm (90 lpm)	26.5 gpm (100 lpm)	31.7 gpm (120 lpm)	39.5 gpm (150 lpm)
	max.	31.7 gpm (120 lpm)	37.0 gpm (140 lpm)	39.5 gpm (150 lpm)	47.5 gpm (180 lpm)	66.0 gpm (250 lpm)
Frequency		750 bpm	600 bpm	520 bpm	540 bpm	520 bpm
Impact Energy Class		2,000 ft-lbs.	3,000 ft-lbs.	5,000 ft-lbs.	6,000 ft-lbs.	8,000 ft-lbs.
Mounting Cap		700, 900	900	V32	V32	V2500



For more information visit www.tramacbymontabert.com