



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: 615049

Doc Description: ASPHALT PAVER (7020EC02)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-22	2019-10-08 13:30:00	CRFQ 0803 DOT2000000028	1

**BID RECEIVING LOCATION**

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

RECEIVED  
 2019 OCT 17 PM 1:19  
 WV PURCHASING  
 DIVISION

**VENDOR**

Vendor Name, Address and Telephone Number:

C.I. Walker Machinery Co.  
 P.O. Box 2427  
 Charleston, WV 25329  
 (304) 949-6400

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN # 55-0352647

DATE 10/17/19

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ROADTEC RP170E OR EQUAL ASPHALT PAVER 8-FOOT TO 15-FOOT EXTENDIBLE WIDTH PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

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	Asphalt Paver	10.00000	EA	\$ 346,968. <sup>00</sup>	\$ 3,469,680. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
22101607	Caterpillar	Asphalt Paver	AP600F

**Extended Description :**

Extendable width wheeled asphalt paver, Roadtec RP170e or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23



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Proc Folder: 615049

Doc Description: ADDENDUM # 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-03	2019-10-11 13:30:00	CRFQ 0803 DOT2000000028	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
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 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
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 crystal.g.hustead@wv.gov

Signature X  FEIN # 55-0352647 DATE 10/17/19

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**ADDITIONAL INFORMATION:**

Addendum # 1 is issued for following reasons:

1. To Extend the Bid Opening Date and Time to Friday October 11, 2019 at 1:30pm.
2. To provide answer to vendors questions.
3. Attachment of the Pre-Bid sign-in sheets.

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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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Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23

**SOLICITATION NUMBER: CRFQ DOT2000000028**

**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:**

Addendum # 1 is issued for following reasons:

1. To Extend the Bid Opening Date and Time to Friday October 11, 2019 at 1:30pm.
2. To provide answer to vendors questions.
3. Attachment of the Pre-Bid sign-in sheets.

**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 FOR PRE-BID**

**CRFQ 0803 DOT2000000028**

**ASPHALT PAVER**

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

1. **3.1.1 General – Asphalt Paver Tractor 8’ to 15’ Extendible Width Paver Roadtec RP 170e or equal general mandatory requirements.**

**Question: Asphalt Paver Tractor 8’ to 15’ minimum (Vogele VF500 8’ to 15’6”)**

**Answer: will accept 15’6”**

2. **3.1.2.1 Length with front mounted hydraulic extendible screed 21 foot 10-inches minimum.**

**Question # 1: Please change to: 19’7” from front of push roller to trailing edge of screed plate with hinged walkway.**

**Question # 2: Our unit is 21’ with our front mounted screed option. Will you reduce it to 21’**

**Question # 3: Our paver is 19.5’ long**

**Answer: Q#1, Q#2, Q#3 will accept**

3. **3.1.2.2 Width 8-foot 6-inches maximum transport width.**

**Question # 1: Our unit is 8’8” transport width. Will you increase**

**Question # 2: Can maximum transport width be changed to 9’6”?**

**Answer: Q#1,Q#2,Q#3 will accept**

4. **3.1.2.4 Paver with front mounted hydraulic extendable Screed Weight 35,800lbs. maximum.**

**Question # 1: Please change to 36,500 Lbs. Maximum.**

**Question # 2: Asking the spec to read minimum operating weight of 38,150 lbs.**

**Question # 3: Our unit is 36,722 lbs. with front mounted screed. Will you increase?**

Question # 4: Can maximum weight be changed to 39,050 lbs.

**Answer: will change to read: 3.1.2.4 Paver with front mounted hydraulic extendable  
Screed Weight 39,100lbs. maximum.**

5. 3.1.2.5 Fuel tank capacity 80-gallons minimum.

Question # 1: Please change to 57 Gallons Minimum

Question # 2: Our unit is 73 gallons. Fuel burn for this unit at the highest load factor is 6 gallons per hour (average fuel burn is 3.0-4.5 gallons per hour), so it will easily cover a 12 hour shift of paving without needing to be refueled, Will you reduce?

Question # 3: Our fuel tank is 40 gallons

Question # 4: Can minimum be changed to 65 gallons? 65-gal fuel capacity can easily deliver a full shift of paving.

**Answer: Will change to read: 3.1.2.5 Fuel Tank capacity shall be largest advertised by  
manufacturer being bid.**

6. 3.1.2.7 Hydraulic Tank 65 gallons minimum.

Question # 1: Please change to 50 Gallons

Question # 2: Our unit is 58 gallons, which is designed by the manufacturer to adequately cover the needs of the machine. Will you reduce?

Question # 3: Our hydraulic tank is 50 gallons

Question # 4: Can hydraulic tank be 25.1 gallon minimum?

**Answer: Will change to read: 3.1.2.7 Hydraulic tank capacity shall be largest  
advertised by manufacturer being bid.**

7. 3.1.3.1 Drive tires (2) shall be a minimum of 16:00 x 24 (40.6 m x 610 mm) high flotation sand rib tires and shall be hydroflated for maximum tractive effort.

Question: Please change to "or" equivalent Radial tire 385/95 R25

**Answer: Will change to read: 3.1.3.1 Drive tires shall standard for manufacturers model  
bid.**



8. 3.1.3.2 Front steering suspension shall consist of four solid bogie wheels of minimum 14-inches x 22-foot dimension, arranged in pairs, and each side tied together with a solid linkage to prevent misalignment or bowing from one side to the other. Paver to have maximum inside turning radius of 32-inches.

**Question# 1:** There is an error in the spec- it should read "14 inches x 22-inches instead of 14-inches x 22-foot"

**Question # 2:** Our unit has a turn radius of 54-inches, will you increase?

**Answer: Will change to read 3.1.3.2** Front steering suspension shall consist of four solid bogie wheels of minimum 14-inches x 22-inches dimension, arranged in pairs, and each side tied together with a solid linkage to prevent misalignment or bowing from one side to the other. Paver to have maximum inside turning radius of 54-inches.

9. 3.1.3.3 Traction drive to rear tires shall be hydrostatic. Paving speeds shall be infinitely variable to at least 300 fpm and travel speeds infinitely variable to at least 10 mph. Two speed planetary drives shall be shift able at either operator's station via an electric switch.

**Question # 1:** Please change to 250 fpm

**Question # 2:** Our unit has a paving speed of 250 fpm, which is still a great deal higher than the speed at which a normal paving crew is able to pave. Will you reduce?

**Question # 3:** Can 300 fmp be changed to 240 fmp? Travel 0-11 mph. We have 2 speed drive motors with single speed planetary.

**Answer: Will change to read: 3.1.3.3** Traction drive to rear tires shall be hydrostatic. Paving speeds shall be infinitely variable to at least 240 fpm and travel speeds infinitely variable to at least 10 mph. Two speed planetary drives shall be shift able at either operator's station via an electric switch.

10. 3.1.3.4 Paver shall have differential lock located at each operator's station to provide momentary lock of both drive motors to prevent drive wheel slippage.

**Question # 1:** (Vogele Intelligent Machine Control provides all time Differential Lock)

**Question # 2:** The previous item 3.1.3.3 requires the drive to be hydrostatic, therefore it has no differential that can be locked. Please clarify this spec.

**Answer: Q# 1 will accept**

**Answer: Q# 2** Paver shall have the ability divert power equally to drive wheels when a low traction situation occurs, either hydraulically or with a differential lock

11. 3.1.3.5 Paver must have Front Wheel assist both rear bogie wheels shall be hydraulic motor drives.

**Question:** Please clarify this spec as well. Are you stating that the paver should front wheel assist as well as both rear bogie wheels having drive motors?

**Answer: correct**

12. 3.1.4.1 Engine shall be turbocharged; water-cooled (6) six-cylinder diesel

**Question # 1:** Please change to 4 cylinders

**Question # 2:** Our engine is a Cummins 4.5 L 4 cylinder

**Question # 3:** Our unit is 4 cylinders but still meets the horsepower requirements. This will actually result in fuel savings as it is a more efficient engine.

**Answer: Leave as written**

13. 3.1.4.2 Engine shall be 174 hp minimum at 2200 rpm Tier 4 Final emissions compliant.

**Question # 1:** Please change to 173 HP

**Question # 2:** Our engine is 160 HP

**Question # 3:** Can 174 mph be changed to 173?

**Answer: Leave as written**

14. 3.1.4.3 Engine shall be 12 or 24-volt electric starting, minimum 100-amp alternator, with battery disconnect switch.

**Question # 1:** Please change to 75 amp. (24V 75 amp is equal or better than 12 V 100 amp.

**Question # 2:** Alternator size minimum of 100 amp/ Asking the spec to read minimum of 70 amp

**Answer: Will change to read: 3.1.4.3** Engine shall be 12 or 24-volt electric starting with battery disconnect switch.

15. 3.1.4.4 Engine shall have full digital engine condition instrumentation, oil and fuel filters, engine high temperature/low oil pressure shutdown, muffler and severe duty air cleaner.

**Question:** add warning light

**Answer: will change to read: 3.1.4.4** Engine shall have full digital engine condition instrumentation, oil and fuel filters, engine high temperature/low oil pressure shutdown or warning lights, muffler and severe duty air cleaner.

16. 3.1.4.5 Engine turbocharger shall include an insulated turbo blanket to minimize heat in the engine compartment.

**Question # 1:** Can this be removed from the bid? Not needed on our paver

**Question # 2:** or well-ventilated engine shroud

**Answer: Will change to read: 3.1.4.5** Engine turbocharger shall include an insulated turbo blanket to minimize heat in the engine compartment if available by manufacturer being bid.

17. 3.1.4.6 Engine must be easily accessible through a one-piece hydraulically raise/lower hood with manual override and safety lock.

**Question # 1:** Can hydraulic raise & lower be removed, Ours is manual, shock assisted easy opening with safety lock

**Question # 2:** Hydraulic or pneumatic cylinders

**Answer: Will accept Hyd. or pneumatic**

18. 3.1.5.2 Paver brake systems must always automatically apply when pressure is not relieved by control of the operator. System control must include a switch from each operator's station as well as foot-pedal for control during operation.

**Question # 1:** The Dynapac is operated by joystick and does not require a foot pedal to brake the machine. Asking that the foot pedal be excluded from the bid spec.

**Question # 2:** We do not have a foot pedal for the brakes

**Question # 3:** Ours does not have a foot pedal. Will automatic be accepted?

**Answer:** Yes, Will accept Q#1, Q#2, Q#3

19. 3.1.6.1 Paver shall be equipped with dual operator's consoles.

**Question:** or single console

**Answer:** will accept

20. 3.1.6.2 Paver Consoles must hydraulically move beyond the side of the paver for visibility in infinitely adjustable positions.

**Question # 1:** The Dynapac consoles are manually moved from one side of the machine to the other with little effort and lock in with pins. Asking the spec to include manually moving consoles.

**Question # 2:** Our unit has adjustable swing out consoles, which require less maintenance and leave less of a chance for expensive repairs. Will you accept?

**Question # 3:** Can hydraulically be removed? Ours moves beyond the edge of the paver manually.

**Question # 4:** or mounted off set cam allows powerless movement

**Answer:** Will accept Hydraulic or Manual.

21. 3.1.6.3 Paver Stations must consist of starting functions, two deluxe swivel padded seats with armrest, adjustable backrest and a single transferable umbrella.

**Question:** Our seat rotates 35 degrees with no adjustable backrest

**Answer:** Leave As written

22. 3.1.6.4 Each operator's console shall include power hydraulic steering with tilt steering wheel.

**Question:** or 18 speed adjustable seat to accomplish the same

**Answer: Will change to read:** Each operator's console shall include power hydraulic steering with tilt steering wheel if available by manufacturer.

23. 3.1.6.5 Paver propel console and function console shall be mounted to either side of the operator's seat. Both propel consoles shall include a rotary speed selector, electric forward/reverse control with locking center neutral position; parking brake and emergency stop control.

**Question # 1:** Can "rotary" language be removed?

**Question # 2:** Or sliding console with all functions

**Answer: Will change to read:** 3.1.6.5 Paver propel console and function console shall be mounted to either side of the operator's seat. Both propel consoles shall include a speed selector, electric forward/reverse control with locking center neutral position; parking brake and emergency stop control.

24. 3.1.6.6 Both paver control consoles shall be furnished with toggle switch control for the following functions: hopper wings, screed lift, screed vibrators, auger and feed conveyor operation, auger raise/lower and paver start.

**Question:** or push button switches

**Answer:** will accept

25. 3.1.7.1 Paver mainframe will be constructed of one-piece ½-inch side sheets with solid 2-inch thick minimum front cross-member .

**Question:** Statement \*\*Ours has a lifetime warranty for 1<sup>st</sup> owner

26. 3.1.7.2 Axle connecting front steering bogie assemblies shall be a minimum 4-inch diameter solid shaft extending through entire width of paver and frame.

**Question # 1:** We do not have a mechanical connection between front steering bogies

**Question # 2** Will accept yours

**Question # 3:** or Equivalent

**Answer:** Q#1 will accept yours

27. 3.1.8.1 The hopper shall have a capacity of 11 tons minimum of material with hydraulic powered folding hopper wings controlled at either operators' stations.

**Question # 1:** Our hopper has a 10-ton capacity.

**Question # 2:** This is a confusing spec used by a single manufacturer. Tons on pavers are generally used to measure throughput, such as tons per hour. Paver hoppers are generally measured by volume, such as cubic meter or cubic foot. Please clarify.

**Answer:** Q#1 Will change to read: 3.1.8.1 The hopper shall have a capacity of 10- tons minimum of material with hydraulic powered folding hopper wings controlled at either operators' stations.

**Answer Q#2** During market research all manufacturers except 1 state Hopper Capacity (tons)

28. 3.1.8.3 Two separate power adjustable flow gates, at the rear of the hopper, shall be provided to aid in flow of material to the center of the screed.

**Question # 1:** The Dynapac uses ultrasonic sensors to automatically aid the flow of material. Flow gates are not needed. Asking the spec to include the option for Ultrasonic augers.

**Question # 2:** This is an antiquated spec. The majority of manufacturers have progressed beyond flow gates. Our unit is updated to a separate system that individually controls chains and augers. Furthermore, it is redundant to line 3.1.9.1 that asks for an independent left and right feed conveyors.

**Question # 3:** Electric paddles mounted over conveyor tunnel.

**Answer:** Will accept Q#1, Q#2, and #3

29. 3.1.9.3 Paver conveyor chain covers shall be bolted on to allow easy removal to access conveyor chains. Both head shaft and foot shaft grease fittings shall be location outside the paver frame for easy daily maintenance.

**Question:** Our bearings are sealed and have no daily maintenance.

**Answer: will accept**

30. 3.1.10.1 Paver Auger assembly will have the ability to raise/lower/tilt each side independent of the other via hydraulic cylinders controlled by toggle switches at both paver and screed operators' stations.

**Question # 1:** Please consider removing tilt and toggle switch

**Question # 2:** We use frame raise to adjust auger height

**Question # 3:** Our unit can't tilt each side independently of each other; the full assembly tilts. Will you accept?

**Answer: will accept**

31. 3.1.10.3 Augers and feeders shall be hydraulically interlocked to provide uniform material flow to the screed as dictated by the proportional feed sensors.

**Question # 1:** Augers and feeders work independently but are still controlled by the feed sensors. Asking to include independently working augers and feeders.

**Question: # 2:** or independently controlled auger and conveyor

**Answer: Will accept Q# 1 and Q# 2**

32. 3.1.10.4 Manufacturer shall provide a means to stop the feed conveyors and operate the augers independent of feeders (feeder override) by way of toggle switches at each screed operator's console. Augers shall consist of minimum 16" diameter full cast Ni-hard or equivalent hardness material.

**Question:** independently controlled auger and conveyor

**Answer: will accept**

33. 3.1.12.2 Screed shall have a minimum 34-kilowatt hydraulic driven generator that provides power to electrically heat the screed.

**Question:** Please revise to 30 KW

**Answer: Will change To read:** 3.1.12.2 Screed shall have a minimum 30-kilowatt hydraulic driven generator that provides power to electrically heat the screed.

34. 3.1.12.5 The main section of the screed shall have a minimum plate width, front to back, of 2-inches, a minimum screed plate thickness of ½ -inch, a minimum 400 BHN plate hardness, capable of laying materials from ½-inch minimum to 12-inch maximum in depth. The extension screed sections shall have a minimum plate width, front to back, of 8-inch , a minimum screed plate thickness of -inch, a minimum 400 BHN plate hardness.

**Question:** Please consider removing front to back of 2” (reason for this request is Vogele VF500 is an 8’ to 15’6” with the ability to pave up to 21’ with bolt on extensions.

**Answer: will accept**

35. 3.1.12.6 Screed shall include dual screed control boxes with toggle switch control on the main screed.

**Question:** or push button switches

**Answer: will accept**

36. 3.1.12.8 Paver tractor shall have a screed boost package with adjustable lifting pressures and time limits.

**Question:** or equivalent screed assist

**Answer: will accept**

37. 3.1.13.1 Shall have spray washdown system 12-gallon minimum capacity w/retractable hose 25-foot minimum.

**Question # 1:** Please consider 5 Gal



**Question # 2:** Asking for the capacity of the spray tanks to be a minimum of 6 gallons.

**Question # 3:** Our unit has a 5-gallon capacity, which will provide several days' worth of usage before needing to be refilled. Will you reduce?

**Answer:** Will change to read: 3.1.13.1 Shall have spray washdown system with the maximum capacity tank of manufacturer being bid w/retractable hose 25-foot minimum.

38. 3.1.13.2 Shall have Standard LED lighting package for manufacturer bid.

**Question: Equivalent**

**Answer: Leave as written**

39. 3.1.13.5 Machine shall have Dump Signal Lights.

**Question # 1:** This is not an option on our paver. We are asking for this to be removed from the bid spec.

**Question # 2:** We do not have dump signal lights

**Question # 3:** Our unit does not have a dump signal light. This is an added cost with very little benefit to the end user. Truck drivers normally rely on the paver operator or ground man to guide the truck into the paver. Will you accept?

**Answer: Will change to read: 3.1.13.5 Machine shall have Dump Signal Lights if available by manufacture bid.**

40. 3.1.13.6 Machine shall have Lincoln Automated Lubrication system or equal.

**Question # 1:** No lube on tractor/sealed bearings

**Question # 2:** We do not have factory installed auto lube

**Answer: Machine shall have lube system if offered by manufacturer**

41. 3.1.13.7 Paver shall be set up to accept sonic grade and slope control system if added.

**Question # 1:** To be clear this should be reworded to be specify. "The machine shall have an Automatic Grade and Slope system"

**Question # 2:** This is a very ambiguous spec. Are you requesting a machine with a grade and slope system? Are you requesting the capability to add a grade and slope system down the road? If so, there are various ways this could be approached as well as varying degrees of having a machine ready to accept a grade and slope system. Please Clarify.

**Answer:** Machine shall have capabilities to add/accept sonic grade and slope system in the future (Machine you bid would accept a complete system if DOH decided to add one)

**42. 3.2.6.1 Full 3-year 3000 hours on machine 100% Parts and Labor.**

**Question:** We do not have OEM extended machine warranties the standard is one year, 1,000 hours

**Answer:** Leave as written

**43. 3.2.6.2 Full 5-year 6000 Hours on Engine 100% Parts and Labor**

**Question:** We do not have OEM extended engine warranties the standard is two years, 2000 hours.

**Answer:** Leave as written

**44. 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:** We need this changed to 120 days for the pilot and 150 days for the balance of order, can this be changed?

**Question # 2:** We request 150 working days for the pilot model delivery

**Answer:** Will change to - 120 for pilot and 150 for standard orders

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 2000000028 Date: Sept. 12, 2019

Project Description: Asphalt Paver

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: Rudd Equipment Company  
Firm Address: 500 River Road Nitro, WV 25143  
  
Representative Attending: Joseph Argobrite  
Phone Number: (304) 533-0215  
Fax Number:  
Email Address: Jargobrite@ruddequipment.com

Firm Name: Anderson Equipment Co  
Firm Address: 1 Andy's Way  
South Charleston, WV 25309  
  
Representative Attending: Brad Coleman  
Phone Number: 304-669-6458  
Fax Number: 304-756-2799  
Email Address: bccoleman@andersonequip.com

Firm Name: C.I. Walker Machinery  
Firm Address: P.O. Box 2427  
Charleston, WV 25329  
  
Representative Attending: Matt Conner  
Phone Number: (304) 543-5406  
Fax Number: (304) 791-6404  
Email Address: mconner@walker-cat.com

Firm Name: Rudd Equipment Co.  
Firm Address: 500 River Road  
Nitro, WV 25143  
  
Representative Attending: Paul Jacob  
Phone Number: 304-755-7788  
Fax Number: 304-755-7190  
Email Address: Paul@ruddequipment.com

Firm Name: DYNALAC NORTH AMERICA  
Firm Address: 342 PATRICIA LANE STE 104  
FORT MILL, SC 29708  
  
Representative Attending: SEAN ENLLE  
Phone Number: 210-911-0499  
Fax Number:  
Email Address: SEAN.ENLLE@DYNALAC.COM

Firm Name: Walker Machinery  
Firm Address: P.O. Box 2427  
Charleston, WV 25329  
  
Representative Attending: Brandon Shepherd  
Phone Number: 859-353-7247  
Fax Number: 304-759-6404  
Email Address: Brandon.Shepherd@whayne.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 200000028 Date: Sept. 12, 2019

Project Description: Asphalt Paver

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Firm Name: Leslie Equipment Co.  
Firm Address: 15 Goff Crossing Drive  
Scarsdale WV 25313  
Representative Attending: Paul Daniels  
Phone Number: 304-204-1818  
Fax Number: 304-204-1811  
Email Address: daniels.paul@lcc4.com

Firm Name: WEST VIRGINIA TRACTION CO  
Firm Address: P.O. BOX 473  
CHARLESTON WV 25322  
Representative Attending: GARY GRADY  
Phone Number: 304-346-5301  
Fax Number: 304-346-5305  
Email Address: WVTRAC@EMSA.COM

Firm Name: Wirtgen  
Firm Address: 6030 Dana Way  
Antioch, TN 37013  
Representative Attending: Jim Griffin  
Phone Number: 412-719-1533  
Fax Number:   
Email Address: Jim.Griffin@Wirtgen-Group.com

Firm Name: Roadtec Inc.  
Firm Address: 800 Manufacturers Road  
Chattanooga TN 37405  
Representative Attending: Kyle Neisen  
Phone Number: 423 509 2517  
Fax Number:   
Email Address: kneisen@roadtec.com

Firm Name: WIRTGEN  
Firm Address: 6030 DANA WAY  
ANTIOCH, TN  
Representative Attending: L. MARS  
Phone Number: 712 729 8484  
Fax Number:   
Email Address: LAKRAM.MARSINGH@WIRTGEN  
-GROUP.COM

Firm Name: ~~Roadtec~~ Roadtec  
Firm Address: 800 Manufacturers Rd  
Chattanooga, TN 37405  
Representative Attending: Wade Ritter  
Phone Number: 423-362-2816  
Fax Number:   
Email Address: WRitter@roadtec.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 2000000028 Date: Sept. 12, 2019

Project Description: Asphalt Pave1

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
Representative Attending:	WV DOT
Phone Number:	
Fax Number:	
Email Address:	

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

Firm Name:	
Firm Address:	JD Haller
	WV DOT
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

Firm Name:	
Firm Address:	Tina Lewis
Representative Attending:	WV DOT
Phone Number:	
Fax Number:	
Email Address:	

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



Dedicated to Success.™

**Kyle Neisen**  
Product Manager - Pavers, MTVs  
knelsen@roadtec.com

800 Manufacturers Rd.  
P.O. Box 180515  
Chattanooga, TN 37405 USA

mobile 423.509.2517  
fax 423.267.7521  
factory 423.265.0600  
toll free 800.272.7104

**RON JACOBS**  
SALES REPRESENTATIVE



(304) 755-7788 Office  
(304) 561-8790 Cell  
rjacobs@ruddequipment.com

**JOSEPH ARGABRITE**  
PRODUCT SUPPORT REPRESENTATIVE



(304) 755-7788 Office  
(304) 533-0275 Cell  
jargabrite@ruddequipment.com



CLOSE TO OUR CUSTOMERS

**JIM GRIFFITH**  
District Sales Manager

158 Hampshire Drive  
Cranberry Township, PA 16066

WIRTGEN AMERICA, Inc.  
6030 Dana Way  
Antioch, TN 37013  
USA

T: 615.501.0600  
D: 724.779.1931  
M: 412.719.1533

jim.griffith@wirtgen-group.com  
www.wirtgen-group.com/america



A JOHN DEERE COMPANY

CLOSE TO OUR CUSTOMERS

**LAIKRAM "NARS"  
NARSINGH**  
Commercial Support and  
Development Manager -  
VÖGELE

WIRTGEN AMERICA, Inc.  
6030 Dana Way  
Antioch, TN 37013  
USA

T: 615.501.0605  
D: 717.267.2444  
M: 717.729.8484

laikram.narsingh@wirtgen-group.com  
www.wirtgen-group.com/america



**Brandon Shepherd**  
Paving Sales Representative

**Whayne Supply Company**  
1900 Jaggie Fox Way  
Lexington, KY 40511-1165  
859.254.2756  
800.494.2963 24 hr  
859.254.2750 fax  
859.353.7247 cell  
brandon\_shepherd@whayne.com



**Matt Conner**  
Sales Representative

**Cecil I. Walker Machinery Co.**  
P.O. Box 2427  
Charleston, WV 25329-2427  
304.949.6400  
304.759.6404 fax  
304.543.5406 cell  
mconner@walker-cat.com  
walker-cat.com



**Brad Coleman**  
Sales Representative

Charleston Branch  
1 Andy's Way  
South Charleston, WV 25305  
bcoleman@andersonequip.com  
Phone: 304-756-2800  
Fax: 304-756-2796  
Mobile: 304-660-6452

West Virginia  
Salesman of the Year 2018

www.andersonequip.com



**Sean Engle**  
Dealer Sales Manager - Northeast US

Dynapac North America LLC  
342 Patricia Lane, Suite 104, Fort Mill, SC 29708  
Customer Service: 800 651 0033  
Phone: 800 651 0033 Mobile: 210 861 0499  
sean.engle@dynapac.com  
www.dynapac.us

**Wade Ritter**

REGIONAL SALES MANAGER

423.265.0600 office  
423.362.2816 mobile  
423.265.7521 fax  
writter@roadtec.com

**ROADTEC, INC.**

800 Manufacturers Road  
Chattanooga, TN 37405, USA

AN ASTEC INDUSTRIES COMPANY

OFFICE (304) 346-5301  
(800) 640-8245



**WEST VIRGINIA  
TRACTOR COMPANY**  
CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

[www.wvtractor.com](http://www.wvtractor.com)

**GARY W. GRADY**  
PRESIDENT  
Cell (304) 548-6068

P. O. BOX 473  
214 VIRGINIA ST. W.  
CHAS., WV 25322/25302

[wvtractor@msn.com](mailto:wvtractor@msn.com)



*"Run with the Best"*

---

**Paul Daniels**

Sales Representative

19 Goff Crossing Drive  
Cross Lanes, WV 25313  
[danielpaul@lec1.com](mailto:danielpaul@lec1.com)  
[www.lec1.com](http://www.lec1.com)



**JOHN DEERE**

Office: 304-204-1818  
Fax: 304-204-1811  
Cell: 304-542-0433



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: 615049

Doc Description: ADDENDUM # 2 ASPHALT PAVER (7020EC02)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-08	2019-10-11 13:30:00	CRFQ 0803 DOT2000000028	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:

*C. I. Walker Machinery Co.  
 P.O. Box 2427  
 Charleston, WV 25329  
 (304) 949-6400*

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN # *55-0352047*

DATE *10/17/19*

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



**ADDITIONAL INFORMATION:**

Addendum # 2 is issued for following reasons:

1. To clarify specifications

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	Asphalt Paver	10.00000	EA	\$346,968. <sup>00</sup>	\$3,469,680. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
22101607	Caterpillar	Asphalt Paver	AP600F

**Extended Description :**

Extendable width wheeled asphalt paver, Roadtec RP170e or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23

DOT2000000028	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM # 2 ASPHALT PAVER (7020EC02)	<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: 615049

Doc Description: ADDENDUM # 2 ASPHALT PAVER (7020EC02)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-08	2019-10-11 13:30:00	CRFQ 0803 DOT2000000028	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:

C.I. Walker Machinery Co.  
 P.O. Box 2427  
 Charleston, WV 25329  
 (304) 949-6400

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@wv.gov

Signature X

FEIN # 55-0352047

DATE 10/17/19

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

**ADDITIONAL INFORMATION:**

Addendum # 2 is issued for following reasons:

1. To clarify specifications

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	Asphalt Paver	10.00000	EA	\$ 346,968. <sup>00</sup>	\$ 3,469,680. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
22101607	Caterpillar	Asphalt Paver	AP600F

**Extended Description :**

Extendable width wheeled asphalt paver, Roadtec RP170e or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23

**SOLICITATION NUMBER: CRFQ DOT2000000028**

**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.

**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 clarify specifications

No other changes

Bid opening remains 10/11/2019 at 1:30 PM

**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

CRFQ DOT2000000028

Addendum 2

To clarify specifications

**3.1.4.1** Engine shall be turbocharged; water-cooled (6) six-cylinder diesel

Clarification: Specification shall remain as written

**3.1.4.2** Engine shall be 174 hp minimum at 2200 rpm Tier 4 Final emissions compliant

Clarification: Minimum horsepower shall be 173



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: 615049

Doc Description: ADDENDUM #3 ASPHALT PAVER (7020EC02)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-10	2019-10-17 13:30:00	CRFQ 0803 DOT2000000028	4

**BID RECEIVING LOCATION**

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

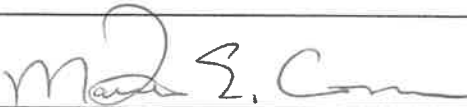
**VENDOR**

Vendor Name, Address and Telephone Number:

C.I. Walker Machinery Co.  
 P.O. Box 2427  
 Charleston, WV 25329  
 (304) 949-6400

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X  FEIN # 55-0352647 DATE 10/17/19

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



**ADDITIONAL INFORMATION:**

Addendum #3 is issued for following reasons:

1. To extend bid opening date
2. To modify specifications

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	Asphalt Paver	10.00000	EA	\$ 346,968. <sup>00</sup>	\$ 3,469,680. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
22101607	Caterpillar	Asphalt Paver	AP600F

Extended Description :

Extendable width wheeled asphalt paver, Roadtec RP170e or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23

**SOLICITATION NUMBER: CRFQ DOT2000000028**

**Addendum Number: 3**

---

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 bid opening date to October 17, 2019 at 1:30 PM
2. To modify specifications

**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

**CRFQ DOT2000000028**  
**Addendum 3**

**The below specifications have been modified:**

**3.1.4.1** Engine shall be turbocharged water cooled 4- or 6-cylinder diesel engine.

**3.1.4.2** Engine shall be 173 hp minimum at 2200 rpm-tier 4 Final emission compliant.

**3.2.6.2** Full 5-year 6000 hours on Engine and emissions 100% parts and labor on 6-cylinder engine and 7-year 8000 hours on Engine and emissions on 4-cylinder engine 100% parts and labor.



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: 615049

Doc Description: ADDENDUM #4 ASPHALT PAVER (7020EC02)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-16	2019-10-17 13:30:00	CRFQ 0803 DOT2000000028	5

**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:

C.I. Walker Machinery Co.  
 P.O. Box 2427  
 Charleston, WV 25329  
 (304) 949-6400

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X  FEIN # 55-6352647 DATE 10/17/19

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

**ADDITIONAL INFORMATION:**

Addendum #4 is issued for following reasons:

1. To clarify specification 3.2.6.2

No other changes

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	Asphalt Paver	10.00000	EA	\$ 346,968. <sup>00</sup>	\$ 3,469,680. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
22101607	Caterpillar	Asphalt Paver	AP600F

Extended Description :

Extendable width wheeled asphalt paver, Roadtec RP170e or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-12
2	VENDOR QUESTION DEADLINE	2019-09-23

**SOLICITATION NUMBER: CRFQ DOT2000000028**

**Addendum Number: 4**

---

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 clarify specification 3.2.6.2

No other changes

Bid opening remains October 17, 2019 at 1:30 PM

**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



**CRFQ DOT2000000028**  
**Addendum 4**

Clarification:

**3.2.6.2 Full 5-year 6000 hours on Engine and emissions 100% parts and labor on 6-cylinder engine and 7-year 8000 hours on Engine and emissions on 4-cylinder engine 100% parts and labor.**

Specification shall remain as written

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000028**

**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:**

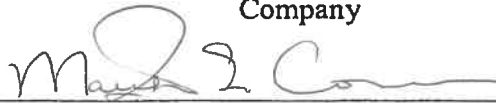
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" 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.

C.I. Walker Machinery Co.

Company



Authorized Signature

10/17/19

Date

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

Revised 6/8/2012

# Exhibit A Pricing Page

**CRFQ DOT2000000028**

**Roadtec RP170e or Equal Extendable Width Wheeled Asphalt Paver**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Extended width Wheeled Asphalt Paver	2020 Caterpillar AP600F	10	\$346,968.00	\$3,469,680.00

**Total Bid Amount**



**\$3,469,680.00**

### Vendor Information

Company Name: C.I. Walker Machinery Co.

Contract Manager: Matthew Conner

Address: PO Box 2427

Charleston, WV 25329

Phone: (304) 949-6400

Fax: (304) 759-6404

Email: Mconner@walker-cat.com

Signature:

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

Date and Time: September 12, 2019 at 11:30 AM EST

Location:

1900 Kanawha Blvd, East

Building 5, Room A-122

Charleston, WV 25305

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: **September 23, 2019 at 10:00 AM EST**

Submit Questions to: **Crystal Hustead**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@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:** Crystal Hustead  
**SOLICITATION NO.:** CRFQ DOT2000000028  
**BID OPENING DATE:** October 8, 2019  
**BID OPENING TIME:** 1:30 PM EST  
**FAX NUMBER:** 304-558-3970

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 or 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       n/a       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: **October 8, 2019 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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**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.



**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## 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:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
Award and extends for a period of One (1) 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, 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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000-See Below per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000-See Below per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*Please make insurance certificate holder to read as follows:**  
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305
- \*\*State of WV must be listed as additional insured.**
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. 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.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. 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.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. 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.

**18. 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.

**19. 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 § 148-1-5.2.b.

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

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.



**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 06/05/2019

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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**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.

Matthew E. Conner, Sales Representative  
(Name, Title)  
Matthew E. Conner, Sales Representative  
(Printed Name and Title)  
P.O. Box 2427, Charleston, WV 25329  
(Address)  
(304) 949-6400 / (304) 759-6404  
(Phone Number) / (Fax Number)  
mconner@walker-cat.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.

C.I. Walker Machinery Co.  
(Company)  
Matthew E. Conner, Sales Representative  
(Authorized Signature) (Representative Name, Title)  
Matthew E. Conner, Sales Representative  
(Printed Name and Title of Authorized Representative)  
10/17/19  
(Date)  
(304) 949-6400 / (304) 759-6404  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT2000000028

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" 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.

C.I. Walker Machinery Co.  
Company

  
Authorized Signature

10/17/19  
Date

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



**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000028**  
**(WVDOH CLASS 503) Extendable width Wheeled Asphalt Paver**  
**ROADTEC RP170e or Equal (7020EC02)**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** 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 an Roadtec RP170e or equal Asphalt Paver 8-foot to 15-foot Extendible Width
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4 **“WVDOH”** means West Virginia Division of Highways.
  
  - 2.5 **“OSHA”** means Occupational Safety and Health Act of 1970/ Exhibit C, Reference [www.osha.gov](http://www.osha.gov).
  
  - 2.6 **“LED”** means light emitting diode.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 Asphalt Paver Tractor 8-foot to 15-foot Extendible Width  
Paver Roadtec RP 170e or equal
      - 3.1.1.1 The unit specified herein and offered shall be manufactured after January 1, 2020 and must be a new unit, not previously used or sold.
  
      - 3.1.1.2 The Asphalt Paver Tractor shall be a current model under standard production by the manufacturer, with not less than one year of production and field use.

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**3.1.2 Paver Tractor Dimensions, Weights and Capacities.**

**3.1.2.1** Length with front mounted hydraulic extendible screed 21-foot 10-inches minimum.

**3.1.2.2** Width 8-foot 6-inches maximum transport width.

**3.1.2.3** Paver transporting height 10.5- foot maximum.

**3.1.2.4** Paver with front mounted hydraulic extendible Screed  
Weight 35,800lbs. maximum.

**3.1.2.5** Fuel tank capacity 80-gallons minimum.

**3.1.2.6** DEF tank capacity 5-gallons minimum.

**3.1.2.7** Hydraulic Tank 65 gallons minimum.

**3.1.3 Paver Tractor, Wheel Suspension and Traction Drive**

**3.1.3.1** Drive tires (2) shall be a minimum of 16:00 x 24 (40.6 m x 610 mm) high flotation sand rib tires and shall be hydroflated for maximum tractive effort.

**3.1.3.2** Front steering suspension shall consist of four solid bogie wheels of minimum 14-inches x 22-foot dimension, arranged in pairs, and each side tied together with a solid linkage to prevent misalignment or bowing from one side to the other. Paver to have maximum inside turning radius of 32-inches.

**3.1.3.3** Traction drive to rear tires shall be hydrostatic. Paving speeds shall be infinitely variable to at least 300 fpm and travel speeds infinitely variable to at least 10 mph. Two speed planetary drives shall be shift able at either operator's station via an electric switch.

**3.1.3.4** Paver shall have differential lock located at each operator's station to provide momentary lock of both drive motors to prevent drive wheel slippage.

**3.1.3.5** Paver must have Front Wheel assist both rear bogie wheels shall be hydraulic motor drives.

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**3.1.4 Paver Tractor Engine**

3.1.4.1 Engine shall be turbocharged; water-cooled (6) six-cylinder diesel

3.1.4.2 Engine shall be 174 hp minimum at 2200 rpm Tier 4 Final emissions compliant.

3.1.4.3 Engine shall be 12 or 24-volt electric starting, minimum 100-amp alternator, with battery disconnect switch.

3.1.4.4 Engine shall have full digital engine condition instrumentation, oil and fuel filters, engine high temperature/low oil pressure shutdown, muffler and severe duty air cleaner.

3.1.4.5 Engine turbocharger shall include an insulated turbo blanket to minimize heat in the engine compartment.

3.1.4.6 Engine must be easily accessible through a one-piece hydraulically raise/lower hood with manual override and safety lock.

**3.1.5 Paver Tractor Brakes**

3.1.5.1 Paver shall be equipped with spring-applied braking system, brake systems, which must comply with SAE J 2118

3.1.5.2 Paver brake systems must always automatically apply when pressure is not relieved by control of the operator. System control must include a switch from each operator's station as well as foot-pedal for control during operation.

**3.1.6 Paver Tractor Controls**

3.1.6.1 Paver shall be equipped with dual operator's consoles.

3.1.6.2 Paver Consoles must hydraulically move beyond the side of the paver for visibility in infinitely adjustable positions.

3.1.6.3 Paver Stations must consist of starting functions, two deluxe swivel padded seats with armrest, adjustable backrest and a single transferable umbrella.

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3.1.6.4 Each operator's console shall include power hydraulic steering with tilt steering wheel.

3.1.6.5 Paver propel console and function console shall be mounted to either side of the operator's seat. Both propel consoles shall include a rotary speed selector, electric forward/reverse control with locking center neutral position; parking brake and emergency stop control.

3.1.6.6 Both paver control consoles shall be furnished with toggle switch control for the following functions: hopper wings, screed lift, screed vibrators, auger and feed conveyor operation, auger raise/lower and paver start.

3.1.6.7 Pavers operators control station must include a device for digital display of engine parameters including but not limited to engine / hydraulic condition gauges, tachometer and hour meter.

**3.1.7 Paver Tractor Mainframe**

3.1.7.1 Paver mainframe will be constructed of one-piece ½-inch side sheets with solid 2-inch thick minimum front cross-member .

3.1.7.2 Axle connecting front steering bogie assemblies shall be a minimum 4-inch diameter solid shaft extending through entire width of paver and frame.

**3.1.8 Paver Tractor Hopper**

3.1.8.1 The hopper shall have a capacity of 11 tons minimum of material with hydraulic powered folding hopper wings controlled at either operators' stations.

3.1.8.2 The front of the hopper shall be a minimum of 10-foot wide to permit easy alignment of truck dump box.

3.1.8.3 Two separate power adjustable flow gates, at the rear of the hopper, shall be provided to aid in flow of material to the center of the screed.

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**3.1.8.4** Oscillating push rollers mounted to the front of the paver frame shall also be included to aid in dump truck alignment.

**3.1.9 Paver Tractor Feed Conveyor System**

**3.1.9.1** Paver shall have Independent left and right feed conveyors with variable speed control through independent hydrostatic drives.

**3.1.9.2** Each paver feed conveyor will consist of solid drag bars mounted to roller bushed drag slat chains riding over solid, replaceable wear floors consisting of minimum 3/8-inch abrasion resistant plates of minimum 400 Brinell hardness.

**3.1.9.3** Paver conveyor chain covers shall be bolted on to allow easy removal to access conveyor chains. Both head shaft and foot shaft grease fittings shall be location outside the paver frame for easy daily maintenance.

**3.1.10 Paver Tractor Auger Conveyor System**

**3.1.10.1** Paver Auger assembly will have the ability to raise/lower/tilt each side independent of the other via hydraulic cylinders controlled by toggle switches at both paver and screed operators' stations.

**3.1.10.2** Augers shall be driven independent of the feed conveyors by separate hydraulic motors with variable speed control provided by sonic (non-contacting) proportional sensors located at each end of the vibrating screed.

**3.1.10.3** Augers and feeders shall be hydraulically interlocked to provide uniform material flow to the screed as dictated by the proportional feed sensors.

**3.1.10.4** Manufacturer shall provide a means to stop the feed conveyors and operate the augers independent of feeders (feeder override) by way of toggle switches at each screed operator's console. Augers shall consist of minimum 16" diameter full cast Ni-hard or equivalent hardness material.

**3.1.10.5** Augers shall be reversing distribution Augers.

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**3.1.11 Paver Tractor Fume Extraction System**

**3.1.11.1** Paver shall meet the July 1, 1997 requirements for factory standard fume scavenge systems on all highway class asphalt pavers. The scavenge or extraction system will meet all testing criteria and fume recovery efficiencies as mandated by NIOSH guidelines.

**3.1.12 Paver Screed (Carlson EZ IV8 brand or equal)**

**3.1.12.1** Screed shall be a minimum of 8-feet wide hydraulically extendable vibratory compacting and shall be of the free-floating type.

**3.1.12.2** Screed shall have a minimum 34-kilowatt hydraulic driven generator that provides power to electrically heat the screed.

**3.1.12.3** Screed generator must be of enough size to heat the entire screed and run a 4-kilowatt load of paver lighting concurrently.

**3.1.12.4** Screed shall have hydraulic extension with electric heat and vibration that are mounted to the front of the main screed. These extensions shall be slop- able and have height match functionality with electric over hydraulic controls.

**3.1.12.5** The main section of the screed shall have a minimum plate width, front to back, of 2-inches, a minimum screed plate thickness of ½ -inch, a minimum 400 BHN plate hardness, capable of laying materials from ½-inch minimum to 12-inch maximum in depth. The extension screed sections shall have a minimum plate width, front to back, of 8-inch , a minimum screed plate thickness of -inch , a minimum 400 BHN plate hardness.

**3.1.12.6** Screed shall include dual screed control boxes with toggle switch control on the main screed.

**3.1.12.7** Screed shall have dual remote screed control boxes for off screed adjustments with lockable vandal covers for control boxes, power remote screed control crown control and spring-loaded two-piece end gates.

**3.1.12.8** Paver tractor shall have a screed boost package with adjustable lifting pressures and time limits.

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**3.1.13 Paver Tractor/ Screed Accessories and Lighting**

**3.1.13.1** Shall have spray washdown system 12-gallon minimum capacity w/retractable hose 25-foot minimum.

**3.1.13.2** Shall have Standard LED lighting package for manufacturer bid.

**3.1.13.3** Shall include (1) operators' umbrella.

**3.1.13.4** Paver shall have Guardian Telematics or equal for monitoring and troubleshooting of machine with full machine data remotely with no subscription fee for first two-years of operation.

**3.1.13.5** Machine shall have Dump signal light.

**3.1.13.6** Machine shall have Lincoln Automated Lubrication system or equal.

**3.1.13.7** Paver shall be set up to accept sonic grade and slope control system if added.

**3.1.14 Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

**3.1.15 Unit shall be delivered:** to WVDOH with all manufacturers recommended safety related decals and safety features intact.

**3.2 Miscellaneous Information:**

**3.2.1 Vendor Responsibility**

**3.2.1.1** The vendor is responsible to furnish an extendable width wheeled asphalt paver that is properly engineered and that conforms to all and any laws governing such equipment.

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3.2.1.2 Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery, if applicable.

**3.2.2 Representative Unit for Test:**

3.2.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to ensure 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.

**3.2.3 Operating and Service Manuals and Parts Lists:**

3.2.3.1 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; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

**3.2.4 Training:**

3.2.4.1 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



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**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  
WVDOH, Equipment Division, Buckhannon, WV.

**3.2.5 Preventative Maintenance & Operator Procedures:**

**3.2.5.1** 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.

**3.2.6 Warranty and Service Policy:**

**3.2.6.1** Full 3-year 3000 hours on machine 100% Parts and Labor.

**3.2.6.2** Full 5-year 6000 Hours on Engine 100% Parts and

**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 must enter a Unit Price and multiply by the Estimated Quantity to calculate the Total Bid Amount. 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

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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: Crystal.G.Hustead@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.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** A completed pilot model for inspection must be provided within **120** working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within **180** working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all 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.

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

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

**7. VENDOR DEFAULT:**

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

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

**7.1.2** Failure to comply with other specifications and requirements contained herein.

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

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

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

**7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 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.

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000028**  
**(WVDOH CLASS 503) Extendable width Wheeled Asphalt Paver**  
**ROADTEC RP170e or Equal (7020EC02)**

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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:** Matthew E. Conner  
**Telephone Number:** (304) 949-6400  
**Fax Number:** (304) 759-6404  
**Email Address:** mconner@walker-cat.com

EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: C.I. Walker Machinery Co. Address: P.O. Box 2427  
Charleston, WV 25329

Name of Authorized Agent: Matthew E. Conner Address: P.O. Box 2427, Charleston, WV 25329

Contract Number: DOT2000000028 Contract Description: ASPHALT PAVER (7620ELOC)

Governmental agency awarding contract: Division Of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

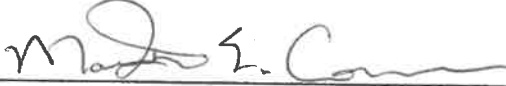
Check here if none, otherwise list entity/individual names below.

Monty Boyd

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Matthew E. Conner

Signature: 

Date Signed: 10-17-19

**Notary Verification**

State of WV, County of Kanawha:

I, Matthew E. Conner, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17<sup>th</sup> day of October, 19.



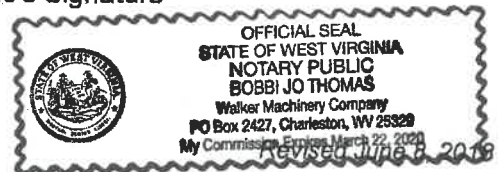
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: C.I. Walker Machinery Co.

Authorized Signature: [Signature] Date: 10-17-19

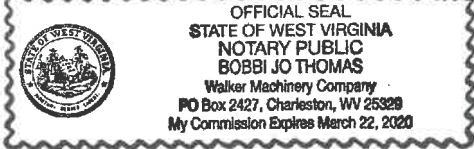
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17 day of October, 2019.

My Commission expires 3-22-, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)