



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

# State of West Virginia Master Agreement

Order Date: 01-04-2024

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CMA 0803 0070 DOT2400000023 1	<b>Procurement Folder:</b>	1300867
<b>Document Name:</b>	All Wheel Drive Motor Grader 7024EC08	<b>Reason for Modification:</b>	
<b>Document Description:</b>	All Wheel Drive Motor Grader 7024EC08		
<b>Procurement Type:</b>	Central Master Agreement		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2024-01-15
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2025-01-14

VENDOR				DEPARTMENT CONTACT		
<b>Vendor Customer Code:</b>	000000218337	<b>Requestor Name:</b>	Casey M Hamner			
BOYD COMPANY		<b>Requestor Phone:</b>	(304) 473-5364			
10001 LINN STATION RD		<b>Requestor Email:</b>	casey.m.hamner@wv.gov			
LOUISVILLE	KY	40223-3828	<div style="text-align: center; font-size: 2em; font-weight: bold;">24</div> FILE LOCATION _____			
US						
<b>Vendor Contact Phone:</b>	3043894190	<b>Extension:</b>				
<b>Discount Details:</b>						
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>			
#1	No	0.0000	0			
#2	No					
#3	No					
#4	No					

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

1-9-24 60

Purchasing Division's File Copy

<b>Total Order Amount:</b>	Open End
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JE 1/4/24

**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *Tara [Signature]* 1/8/24  
 ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
 DATE: *Donna [Signature]* 1-12-24  
 ELECTRONIC SIGNATURE ON FILE

1/12/2024

**Extended Description:**

The Vendor, Boyd Company, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide All Wheel Drive Motor Grader per the Specifications, Terms and Conditions, Bid Requirements, Addendum\_1 dated 11/13/2023, Addendum\_2 dated 11/17/2023, Addendum\_3 dated 11/27/2023, Addendum\_4 dated 11/28/2023 and the Vendor's bid dated 12/07/2023, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101502			EA	311456.840000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					0.00

**Commodity Line Description:** All wheel drive articulated motor grader w/plow

**Extended Description:**

All wheel drive articulated motor grader w/plow

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

the contract will continue for \_\_\_\_\_ years;

the 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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 that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**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.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) Matthew E. Conner, SALES REPRESENTATIVE

(Address) 3 Park Rd, HUB INDUSTRIAL PARK, NIZZO, WV 25143

(Phone Number) / (Fax Number) (304) 759-6400 / (304) 759-6404

(email address) MatthewConner@BoydCat.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Boyd Company  
(Company)

Matthew E. Conner  
(Signature of Authorized Representative)

Matthew E. Conner, SALES REPRESENTATIVE, 12/17/23  
(Printed Name and Title of Authorized Representative) (Date)

(304) 759-6400 / (304) 759-6404  
(Phone Number) (Fax Number)

Matthew Conner @ Boyd Cat. com  
(Email Address)



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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal.
  
- 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 3.1 below and on the Pricing Pages.
  - 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 “CCA”** means cold cranking amps.
  - 2.6 “SAE”** means Society of Automotive Engineers.
  - 2.7 “MPH”** means miles per hour.
  - 2.8 “°”** means degrees.
  - 2.9 “HP”** means horsepower.
  - 2.10 “F”** means Fahrenheit.
  - 2.11 “R.O.P.S”** means rollover protection system.
  - 2.10 “AWD”** means All Wheel Drive.
  - 2.11 “Class 405”**Internal use for WVDOH.
  - 2.12 “LED”** means light-emitting diode.

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**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 Motor Grader mandatory requirements.**

**3.1.1.1** The unit specified herein and offered shall be manufactured on or after January 1, 2023 and will be clearly identified and marked with date of manufacture.

**3.1.1.2** All daily service shall be done from ground level.

**3.1.1.3** Motor Grader shall be of conventional design and heavy-duty construction. Units shall be delivered complete with all the manufacturers currently advertised standard features unless specifically addressed herein.

**3.1.2 Operational Use:**

**3.1.2.1** The grader shall perform the following types of work under full control, completely free of conditions requiring undue operator effort.

- A. General maintenance and improvements to existing roads
- B. Coarse and fine grading and spreading
- C. High and low bank sloping
- D. Clearing slides
- E. Scarifying
- F. Ditching, including reconditioning old ditches and cutting new ditches, which at times will include deep ditching.
- G. Wind Rowing
- H. Snow and Ice removal

**3.1.2.2** The grader shall be capable of carrying out any of the above operations under all types of conditions ranging from light soils to rocky materials.

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**3.1.2.3** The grader shall be capable of operating on mountain roads of low construction standards having sustained grades in excess of 7% minimum and steep pitches up to 18% maximum.

**3.1.2.4** The minimum blade Hp shall be 33,900 lbs. force with use of all wheel drive unit at a traction coefficient of 0.9.

**3.1.2.5** The basic operating weight shall exclude: (A) Front Mounted Scarifier (B) Hydro-inflation and (C) Wheel or tire ballast.

**3.1.2.6** The size grader covered by this specification shall have a basic operating weight of not less than 43,000 lbs. minimum.

**3.1.2.7** Shall have minimum wheelbase of 232 inches. (Distance from the center of front axle to the center line of the rear main tandem drive axles).

**3.1.3 Engine:** Shall be designed and built by the grader manufacturer.

**3.1.3.1** Shall be Tier 4 Final Compliant, 6-cylinder diesel engine.

**3.1.3.2** Engine displacement shall not be less than 9.0L

**3.1.3.3** Engine shall be equipped with an adequate and efficient lubrication system and fuel injection mechanism.

**3.1.3.4** Engine shall have manufacturers' heavy-duty fuel filtering system with fuel heater contained in filter base.

**3.1.3.5** Engine shall have manufacturers full flow type lubricating oil filter.

**3.1.3.6** The air cleaner shall be the dual element type (primary and safety dry type element) with a built-in pre-cleaner section and automatic dust ejection.

**3.1.3.7** Air cleaner hose shall be the metal or heavy duty flexible non-collapsible type, with metal or molded rubber elbows. (Wire reinforced hose is not acceptable).

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**3.1.3.8** All air cleaner connections shall be banded.

**3.1.3.9** Filter shall be located inside of hood or at location protected from contaminants thrown by tandem wheels.

**3.1.4 Engine Governor**

**3.1.4.1** Engine shall be equipped with a variable speed governor of the mechanical or hydraulic type and shall be driven from the engine.

**3.1.4.2** Provisions shall be made for permitting regulation of the governed speed-setting throughout the engine load range while the engine is in operation.

**3.1.5 Cooling System**

**3.1.5.1** The engine cooling system shall be maximum available from the manufacturer and have an operating ambient temperature range of minimum -34° F. to +125°F. maximum.

**3.1.5.2** Coolants system shall be filled with extended life permanent type anti-freeze with freeze protection to -34°F. minimum.

**3.1.5.3** Cooling system shall include manufacturers heavy duty radiator protected by a guard, a rearward exhaust fan, a circulating water pump and a thermostat and bypass for warm up. Engine fan shall automatically adjust fan speed by a variable hydraulic fan pump to meet engine cooling requirements.

**3.1.6 Engine Housing**

**3.1.6.1** The engine shall be protected with a metal hood and manufacturers lockable side panels (keyed alike).

**3.1.7 Engine Starting System**

**3.1.7.1** The grader shall be provided with manufacturers heavy duty starting system and shall have keyed ignition system or push-button.

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**3.1.7.2** Starting system shall be capable of cranking the engine in ambient temperature of -30°F minimum.

**3.1.7.3** A concealed electrical disconnect switch to prevent unauthorized starting of the grader shall be provided.

**3.1.8 Fuel Tank (s)**

**3.1.8.1** Manufacturers standard fuel tank(s) (minimum 90 gallon capacity) is (are) acceptable and shall be located so as not to be affected by heat from engine, exhaust piping, or muffler.

**3.1.9 Power Shift Transmission:** Transmission shall be designed and built by the machine manufacturer.

**3.1.9.1** The transmission shall be direct drive, power shift, counter-shaft type. Transmission guard shall be included.

**3.1.9.2** Transmission direction and gear shifting shall be electronically and proportionally controlled from forward to reverse and from gear to gear.

**3.1.9.3** Transmission shall have no less than eight(8) forward speeds and six(6) reverse speeds.

**3.1.9.4** Electronic throttle control shall be available.

**3.1.9.5** Unit bid shall produce a minimum of 245 NET HP in 8<sup>th</sup> forward gear.

**3.1.10 Travel Speeds**

**3.1.10.1** Lowest gear speed – forward (maximum) 2.6 MPH

**3.1.10.2** Highest gear speed – forward (minimum) 27.5 MPH

**3.1.10.3** Lowest gear speed – reverse (maximum) 2.5 MPH

**3.1.10.4** Highest gear speed – reverse (minimum) 23 MPH

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**3.1.11 Final Drive**

**3.1.11.1** All shafts, gears, sprockets, chains, bearings, etc. shall be of sufficient strength and capacity to safely transmit full power of the engine to the driving wheels without component failure.

**3.1.11.2** All gears and sprocket shall be machine cut.

**3.1.11.3** Drive gears shall run in oil bath.

**3.1.11.4** All driving mechanisms shall be fully enclosed and protected against lubricant leakage, dust, dirt, water, etc.

**3.1.11.5** Tandem frames shall be mounted on and pivot about the axle so the equal weight is carried on all four (4) wheels when operating over rough terrain without effecting the evenness of the blade cut.

**3.1.11.6** Tandem oscillation shall not be less than 15° upward from the horizontal and not less than 15° down.

**3.1.11.7** A stop shall be permanently attached to the grader to limit or prevent tandem oscillation (or in lieu of a stop) lifting attachment may be located at the center of the tandem to prevent tandem case oscillation or damage during loading or shipment.

**3.1.11.8** The differential lock/unlock shall be operator controlled.

**3.1.11.9** The differential lock/unlock shall be electro-hydraulically controlled with no speed restrictions for engaging/disengaging.

**3.1.11.10** Left and Right tandem case shall be covered with anti-slip walk platform for standing and walking.

**3.1.12 Front Axle**

**3.1.12.1** The front axle shall be an arched design for maximum clearance.

**3.1.12.2** Axle shall be fitted with leaning type wheels and operating mechanism.

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**3.1.12.3** Maximum front wheel lean shall be no less than 18° to the right and left of vertical.

**3.1.12.4** Positive means shall be provided to prevent tires from rubbing when in the extreme leaning position.

**3.1.12.5** Front wheel hubs shall not extend beyond the tire line.

**3.1.12.6** Unit shall be equipped with the manufacturers' all-wheel drive system in order to improve tractive effort and steering control in slippery conditions.

**3.1.12.7** The all-wheel drive system shall produce a maximum stall torque of no less than 14,500 lb. ft.

**3.1.12.8** All-wheel drive system engage/disengage shall be accessible at operator's station and without any manual connect/disconnect procedure.

**3.1.12.9** Front axle shall be steered by steering wheel; Joystick steering will not be accepted.

**3.1.13 Electrical**

**3.1.13.1** The voltage rating of the electrical system shall be what is regularly provided by the manufacturer as standard equipment.

**3.1.13.2** Shall have a minimum 150 amp alternator.

**3.1.13.3** Wiring shall be enclosed in a harness formed of non-metallic loom and securely anchored to the frame in protected locations.

**3.1.13.4** Any wiring in exposed locations that are subject to damage in normal use shall be enclosed in conduit.

**3.1.13.5** All electrical wiring between the engine and alternator to other parts of the unit shall be connected by a plug type disconnect block with a prong and a receptacle configuration such that it will fit together only one way and located convenient to the engine.

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**3.1.13.6** Unit shall be equipped with a 24-to-12volt converter to provide additional 12volt, 25amp continuous power sources for CB radios.

**3.1.14 Lighting Equipment**

**3.1.14.1** Shall have two (2) LED headlights with high/low beam switch operated from the cab.

**3.1.14.2** Headlights shall be mounted within the width of the cab.

**3.1.14.3** Separate front (amber) and rear (red) turn signals shall be provided.

**3.1.14.4** Lamps shall be mounted within the width of the cab on the front and rear or rear lamps may be mounted within the width of the radiator or engine housing.

**3.1.14.5** All lamp sockets shall be brass or other corrosion resistant material.

**3.1.14.6** Turn signals shall incorporate a heavy duty flasher.

**3.1.14.7** Shall have operator controlled four-way hazardous warning signal with convenient cab located switch.

**3.1.14.8** Two LED work light shall be provided on each side of the front lower section of the cab.

**3.1.14.9** Work lights shall be swivel mounted to facilitate lighting of the blade working area, shall be switched and marked at cab location.

**3.1.14.10** Shall be a minimum of two LED mid-frame lights to illuminate moldboard and surrounding areas.

**3.1.14.11** Shall have four LED corner cab lights, two LED front cab lights and two LED right side cab work lights.

**3.1.14.12** Sealed beam back up light shall be provided.



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**3.1.14.13** Manufacturers stop-tail lights shall be recessed, and shock mounted.

**3.1.14.14** Shall have manufacturers standard instrument lighting package.

**3.1.14.15** Interior cab light shall be manufacturers standard for proposed model.

**3.1.14.16** All lights shall be controlled by manufacturers heavy duty switches mounted at instrumental panel.

**3.1.14.17** Lighting circuits shall be wired so that if a short occurs engine shutdown will not occur.

**3.1.14.18** All circuits shall be protected by re-set circuit breakers or fuses.

**3.1.15 Batteries**

**3.1.15.1** Batteries shall be maintenance free heavy duty with minimum of 1125 CCA.

**3.1.15.2** Manufacturer's battery hold down device shall be provided.

**3.1.15.3** Battery shall be easily accessible for servicing and be delivered with electrolyte installed.

**3.1.16 Wheels/Tires**

**3.1.16.1** Graders shall be provided with six (6) wheels, two (2) wheels on the front axle and four (4) wheels arranged in tandem on the rear axle with manufacturers drive available at all six (6) wheels.

**3.1.16.2** Both front and rear shall be tubeless type radial Michelin Snoplus and be 14.00 x 24, with correct ply rating for machine with snow plow blade attached.

**3.1.16.3** Tires shall be mounted on 10 inch wide rims.

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**3.1.17 Braking System**

**3.1.17.1** The service brakes shall be multi-disc, oil cooled and completely sealed.

**3.1.17.2** Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.

**3.1.17.3** Shall have wet disc type inboard on all wheels.

**3.1.17.4** Parking brake shall be multi-disc, oil cooled, spring applied, hydraulically released, sealed, adjustment free and integrated into the transmission.

**3.1.17.5** The service brake system shall incorporate a stored energy source, and accumulator, or other means to effectively allow full operator application of the brake system in the event any of the following fail; the engine, hydraulic, or air pump.

**3.1.18 Controls**

**3.1.18.1** Controls for steering and operating the grader, including the leaning of the front wheels, shall be of the full hydraulic type.

**3.1.18.2** Controls shall permit simultaneous operation of at least three (3) functional components without appreciable loss of component speed or power.

**3.1.18.3** Links, cams, gears, etc. in the control mechanisms shall withstand the maximum stresses imposed upon them under normal operating conditions.

**3.1.18.4** Hydraulic system shall be protected against the entrance of contamination and complete with the manufacturers recommended operating accessories and shall include an efficient filtering system easily accessible for cleaning and replacement.

**3.1.18.5** The hydraulic control system shall be equipped with a pressure relief valve and an overload relief which will automatically reset when overload is cleared or pressure-compensated system.

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**3.1.18.6** The hydraulic system shall be capable of providing a moldboard lift speed of 3 inches minimum per second.

**3.1.18.7** Hydraulic system shall have double acting anti-drift check valves on blade lift, tilt, circle shift, articulation, leaning wheels, and scarifier.

**3.1.19 Circle and Moldboard**

**3.1.19.1** The moldboard circle and drawbar assembly shall be such as to permit the grader to perform all operations specified herein and shall be attached to the frame by a swivel hitch mechanism.

**3.1.19.2** Moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position.

**3.1.19.3** Moldboard controls shall provide a float position.

**3.1.19.4** Moldboard shall be constructed of high carbon steel or alloy steel securely mounted and designed to give a rolling tumble of material.

**3.1.19.5** Moldboard dimensions shall be as follows:

- A. Length – 12- feet minimum
- B. Width (measured along curve) 2- feet minimum
- C. Thickness – 7/8 inches minimum
- D. Maximum depth of cut – up to 28- inches
- E. Lift above ground level – 16.8 inches minimum
- F. Bank sloping angle - 90°left minimum and 90° right minimum.

**3.1.19.6** Moldboard shall be punched for standard replaceable cutting blades and replaceable end bits.

**3.1.19.7** All holes for cutting edges shall be drilled or punched to accommodate a standard ¾ inch plow bolt with hex nut.

**3.1.19.8** The moldboard circle shall be fully sealed slew bearing and fully sealed pinion with slip clutch.

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**3.1.19.9** A hydraulically operated power tilt moldboard shall be furnished.

**3.1.19.10** The design of the moldboard shall be such that full 360° rotation can be accomplished with the blade slightly raised without manipulation of controls other than power shifting to clear tires, transmission or other integral parts of the machine.

**3.1.19.11** Unit shall be equipped with manufacturers blade lift accumulators and side shift accumulators.

**3.1.19.12** Unit shall be equipped with a blade impact absorption system to protect moldboard and draft frame from impact with stationary objects and also be equipped with a machine damage avoidance system to eliminate machine to blade contact.

**3.1.20 Scarifier**

**3.1.20.1** A scarifier shall be furnished with each grader; front mounted.

**3.1.20.2** Scarifier shall be of the V-type, power control operated, and must be equipped with removable teeth having replaceable points.

**3.1.20.3** Scarifier cutting width 47.4 inches minimum.

**3.1.20.4** Number of teeth – 5 minimum

**3.1.20.5** Weight – 865 lbs. minimum.

**3.1.20.6** Scarifier must allow grader to ditch when in raised position (Swinging Scarifier is not acceptable).

**3.1.20.7** Scarifier shall be manufacturers standard for model bid, mounted on front of grader.

**3.1.21 ROPS Cab (Low Profile)**

**3.1.21.1** The graders shall be furnished with R.O.P.S Cab.

**3.1.21.2** Cabs shall be completely enclosed, with door on each side, constructed of heavy gauge material and shall be equipped

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with manufacturers tinted safety glass at all locations to provide 360° visibility.

**3.1.21.3** All controls for operating and steering shall be mounted inside of cab.

**3.1.21.4** The cab door shall be lockable, keyed alike, and provided with fasteners to hold doors open during operation.

**3.1.21.5** Windshield and rear window shall be provided with manufacturers electrically operated windshield wipers and washers.

**3.1.21.6** An adjustable review convex mirror shall be provided and mounted inside cab and heated exterior mounted rearview mirrors to afford a clear vision to the rear of the grader.

**3.1.21.7** Cab shall have heat and air conditioning and also, front and rear windshield defroster.

**3.1.21.8** Instrument panel shall be located convenient to the seated operator.

**3.1.21.9** A warning horn shall be furnished and mounted at the front of the operator's compartment with the horn switch within easy reach of the operator.

**3.1.21.10** Manufacturers OSHA approved backup alarm shall be provided.

**3.1.21.11** Manufacturers standard instrumentation shall be furnished but to include a positive means of monitoring vital systems. Shall include the following:

- A. Engine Oil Pressure
- B. Engine Coolant Temperature
- C. Electrical System
- D. Torque Converter Temperatures
- E. Transmission Pressure (If applicable)
- F. Hydraulic Oil Temperature

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**3.1.21.12** Manufacturers warnings: Audio and/or lights shall be required on engine oil pressure, engine coolant temperature, and electrical system.

**3.1.21.13** Seat shall be heated leather/fabric, with high wide back air-suspension seat with armrest.

**3.1.22 Grader Equipment and Accessories**

**3.1.22.1** Vandalism protection kit shall include locking caps for all exposed filler caps.

**3.1.22.2** Tool box shall be weather resistant, lockable.

**3.1.22.3** Shall have articulation position indicator.

**3.1.22.4** Shall have hour meter at dash board location (engine oil pressure activated).

**3.1.22.5** Shall have air cleaner rain cap.

**3.1.22.6** Shall have dash mounted air filter service indicator.

**3.1.22.7** Shall have engine block heater; thermostat controlled.

**3.1.22.8** Shall have deflector type exhaust stack.

**3.1.22.9** Shall provide muffler.

**3.1.22.10** Shall have fuel gauge dial type dash mounted.

**3.1.22.11** Shall have AM/FM radio factory installed with wireless connectivity installed complete with antenna mounted in such a manner as to prevent being damaged by tree limbs, etc.

**3.1.22.12** Shall have a manufacturer installed pressurized cab air conditioning system.

**3.1.22.13** Shall include a left and right-side amber LED high strobe beacon.

**3.1.22.14** Shall have a front/rear view camera factory installed.

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**3.1.22.15** Shall be equipped with a minimum of 5 -tie downs for transporting.

**3.1.22.16** Shall have rear counterweight with rear hitch and pin.

**3.1.23 Paint**

**3.1.23.1** The motor grader and attachments shall be painted manufacturers standard color.

**3.1.24 Safety**

**3.1.24.1** All exposed parts subject to high operating temperature or energized electrically shall be located, insulated, enclosed, or guarded so as to prevent hazards to operating personnel.

**3.1.24.2** All moving parts which are of such nature or so located as to be a hazard to operating personnel shall be enclosed or guarded.

**3.1.24.3** Protective devices shall not impair operating functions.

**3.1.24.4** Handles and non-skid steps shall be of size, shape, and location to permit safe mounting and dismounting.

**3.2 Hydraulically Controlled Reversible Front Mounted Snowplow**

**3.2.1 General**

**3.2.1.1** The hydraulically controlled reversible front mounted snow plows shall be designed to fit and be fully compatible with the proposed motor graders. The plow shall be designed for use in snow and light earthmoving, and blade must accept machine down pressure.

**3.2.1.2** Blades shall be complete with all necessary cab controls and mounting hardware.

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**3.2.2 Specifications for Plow**

**3.2.2.1** Manufacturer's standard warranty shall be provided.

**3.2.2.2** Moldboard length shall be straight 12-feet minimum.

**3.2.2.3** Moldboard height: 36-inches minimum.

**3.2.2.4** Moldboard shall have a minimum of two heavy duty enclosed trip spring assemblies.

**3.2.3 Reversing Cylinders**

**3.2.3.1** Plow shall consist of two (2) double acting hydraulic cylinders.

**3.2.3.2** These cylinders shall be capable of reversing the plow from 30° right and 30° left minimum.

**3.2.3.3** Cylinder mounting pins shall be minimum of one (1) inch diameter.

**3.2.4 Cushion Valves**

**3.2.4.1** A cushion valve shall be included in the hydraulic reversing system as a safety factor to help protect the cylinder.

**3.2.5 Cutting Edge**

**3.2.5.1** Cutting edge shall be 5/8 x 8 inches x 120 inches minimum and shall be compatible with the plow.

**3.2.6 Wear Shoes**

**3.2.6.1** Wear shoes must number at least two (2).

**3.2.7 Vertical Ribs**

**3.2.7.1** Must have a minimum of five (5) vertical ribs.



**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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**3.2.8 Hitch**

**3.2.8.1** Must have front mounted, Stainless Steel quick coupler, coupling system.

**3.3 Miscellaneous:**

**3.3.1 Vendor Responsibility**

**3.3.1.1** The vendor shall be responsible to furnish a Motor Grader Articulated All Wheel Drive w/Reversible Front Mounted Trip/Plow that is properly engineered and that conforms to all and any laws governing such equipment.

**3.3.1.2 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.

**3.3.1.3** 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.

**3.3.1.4** All standard safety features required by Federal and State Law, shall be included.

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

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

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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**3.3.2 Representative Unit for Test:**

**3.3.2.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

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

**3.3.3.1** 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: JD Haller. 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.

**3.3.4 Training:**

**3.3.4.1** 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

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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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.

**3.3.5 Preventative Maintenance & Operator Procedures:**

**3.3.5.1** 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.

**3.3.6 Warranty and Service Policy:**

**3.3.6.1** The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

**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 the 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 inserting the Year, Make, Model and inserting the quoted unit price. Vendor should take Estimated Quantity and multiply by unit price to get grand total.

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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 220 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 220 working days after orders are received Working day is defined as any week day, 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

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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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.

**6.4 Conditions 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. All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

**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.

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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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.
- 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) 759-6400  
**Fax Number:** (304) 759-6404  
**Email Address:** matthew.conner@boycat.com



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

<b>Proc Folder:</b> 1300867			<b>Reason for Modification:</b> ADDENDUM NO_1 Attach Pre-Bid Sign-in Sheet
<b>Doc Description:</b> ADDENDUM NO_1 All Wheel Drive Motor Grader			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-11-13	2023-11-28 13:30	CRFQ 0803 DOT2400000040	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All wheel drive articulated motor grader w/plow	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101502			

**Extended Description:**

All wheel drive articulated motor grader w/plow

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-bid 11:00am Equip Division - Buckhannon WV	2023-11-09
2	Tech Questions due by 10:00am	2023-11-16



**SOLICITATION NUMBER: CRFQ DOT2400000040**

**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000040 (“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

**Additional Documentation:**

Attach Pre-Bid Sign-In Sheets

Bid Opening remains 11/28/2023 at 1:30pm

**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.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2400000040

Date of Pre-Bid Meeting: November 9, 2023 11:00 AM

Location of Prebid Meeting: Buckhannon WV

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Pam Hall	83 Brushy Fork Crossing Buckhannon, WV	304-471-0139		pamela.j.hall@wv.gov
WVDOH	Amber Heath	1900 Kanawha Blvd. Charleston, WV 25305	304-414-7105		amber.j.heath@wv.gov
WVDOH	SD Haller		304-471-0141		SD.S.Haller@wv.gov
WVDOH	Justin Godwin	83 Brushy Fork Crossing	304-997-5945		justin.godwin@wv.gov
WVDOH	Brent Stuchman	83 Brushy Fork			BrentStuchman@wv.gov

*\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT240000040

Date of Pre-Bid Meeting: November 9, 2023 11:00 AM

Location of Prebid Meeting: Buckhannon WV

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
State Equipment, Jr.	Seth Gardner	500 New Golf Mountain Road, Cross Lanes, WV 25720	304-776-4401	304-776-4401	Seth@stateequipment.com
WV TRACTOR CO	MIKE GRADY	214 VA ST W CHARLESTON, WV 25302	304-346-5301	304-346-5305	wvtractor@msa.com
Leslie Equipment	Bob Kester	2018 Lillian Lane Pleasant Valley, WV 26054	304-534-5454	304-534-5888	kesterbob@ec1.com
Leslie Equip.	Trent May	19 Goff Crossing Drive Cross Lanes, WV 25313	304-542-0433	<del>304-542-0433</del> 304-204-1818	may.trent@ec1.com
Boyd Cat	MATT CONNER	3 PARK RD. HUB INDUSTRIAL PARK WETZEL, WV 25143	304-543-5406	304-759-6404	matthewconner@boydcats.com
Cleaveland Bros. Cat	Josh Hinkle	6286 W VET. MEM HWY BRIDGESPORT, WV 26330	304-644-2060	N/A	jhinkle@electivebandbrothers.com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

**Solicitation Number:** CRFQ DOT2400000040  
**Date of Pre-Bid Meeting:** November 9, 2023 11:00 AM  
**Location of Prebid Meeting:** Buckhannon WV

**Please Note:**  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
NEMANS INT'L SALES	BEAN Newman	16 W220 RD ELKINS WV 26241	304-696-4761	304-696-7155	Newman@wisdom.com

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

Cleveland  
Brothers

CAT

Joshua J. Hinkle  
Account Manager

mobile: 304-641-2060

Cleveland Brothers Equipment Co., Inc.  
6286 West Veteran Memorial Hwy  
Bridgeport, WV 26330  
304-842-2222 tel  
jhinkle@clevelandbrothers.com  
www.ClevelandBrothers.com



Trent May

Sales Representative

19 Goff Crossing Drive  
Cross Lanes, WV 25313  
maytrent@lec1.com  
www.lec1.com



JOHN DEERE

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



Bo Kesler

Corporate

2098 Lillian Lane  
Pleasant Valley, WV 26554  
keslerbo@lec1.com  
www.lec1.com



JOHN DEERE

Office: 304-534-5454  
Fax: 304-534-5888  
Cell: 304-663-2004

STATE EQUIPMENT, INC.



560 NEW GOFF MOUNTAIN RD.  
CROSS LANES, WV 25313

**SETH GARDNER**  
INSIDE SALES/RENTAL DEPT.

CELL: 304-539-6020  
OFFICE: 304-776-4405  
FAX: 304-776-4409  
E-MAIL: [SETH@STATEEQUIPMENT.COM](mailto:SETH@STATEEQUIPMENT.COM)  
[WWW.STATEEQUIPMENT.COM](http://WWW.STATEEQUIPMENT.COM)



**Beau Newlon**

P.O. Box 1334  
16 Ward Road  
Elkins, WV 26241

T: 304-636-4561  
F: 304-636-7155  
M: 304-614-0469  
E: [beau@newlonswv.com](mailto:beau@newlonswv.com)

[WWW.NEWLONSINTERNATIONAL.COM](http://WWW.NEWLONSINTERNATIONAL.COM)

BOYD

CAT

**Matt Conner**  
Sales Representative  
Construction

304.543.5408 mobile

**Boyd Company**  
3 Park Drive  
Hub Industrial Park  
Nitro, WV 25143  
304.759.6400

[MatthewConner@boydcat.com](mailto:MatthewConner@boydcat.com)  
[www.boydcat.com](http://www.boydcat.com)

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



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

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

**MICHAEL P. GRADY**  
VICE PRESIDENT  
Cell (304) 389-7082

P.O. BOX 473,  
214 VIRGINIA ST. W.  
CHAS., WV 25322/25302  
[gradymabs@msn.com](mailto:gradymabs@msn.com)



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

**State of West Virginia  
 Centralized Request for Quote  
 Equipment**

<b>Proc Folder:</b> 1300867		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ADDENDUM NO_2 All Wheel Drive Motor Grader		ADDENDUM NO_2 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-11-17	2023-11-28 13:30	CRFQ 0803 DOT2400000040	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

**ADDITIONAL INFORMATION****ADDENDUM NO\_2**

Addendum No\_2 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All wheel drive articulated motor grader w/plow	20.00000	EA		

**Comm Code****Manufacturer****Specification****Model #**

22101502

**Extended Description:**

All wheel drive articulated motor grader w/plow

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-bid 11:00am Equip Division - Buckhannon WV	2023-11-09
2	Tech Questions due by 10:00am	2023-11-16

# **SOLICITATION NUMBER: CRFQ DOT2400000040**

## **Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000040 ("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

### **Additional Documentation:**

Vendor Questions and Responses

Bid Opening remains 11/28/2023 at 1:30pm

### **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.



**Technical Questions & Answers Motor Grader CRFQ DOT2400000040**

**Question 1 – 3.1.13.2 Shall have a minimum 150-amp alternator.**

**Our machine comes with a 145-amp alternator. Will you accept?**

**Answer 1 – Will accept 145amp or 150amp**

**Question 2 – 3.1.16.2 Both front and rear shall be tubeless type radial Michelin Snoplus and be 14.00 x 24, with correct ply rating for machine with snowplow blade attached.**

**Are you requiring Michelin Snoplus specifically, or will an equivalent tire be accepted?**

**Answer 2 – Will accept an equivalent.**

**Question 3 – 3.1.22.14 Shall have a front/rear view camera factory installed.**

**Our manufacturer only offers a rear-view camera. Will you accept?**

**Answer 3 – Will accept rear or front/rear cameras.**

**3.1.19.12 Do you need machine damage avoidance system? If yes, would you allow joystick or fingertip controls?**

**Answer: Yes, we want machine damage avoidance system. We will accept fingertip controls with steering wheel or antler rack with steering wheel. Joysticks will not be accepted.**

**3.1.19.8 Would you allow moldboard circle shall be provided with shims or other adequate means of adjustment for wear?**

**Answer: No, moldboard circle shall not use shims.**



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

<b>Proc Folder:</b> 1300867			<b>Reason for Modification:</b> ADDENDUM NO_3 Bid Opening moves to 12/7/23
<b>Doc Description:</b> ADDENDUM NO_3 All Wheel Drive Motor Grader			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-11-27	2023-12-07 13:30	CRFQ 0803 DOT2400000040	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_3

Addendum No\_3 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All wheel drive articulated motor grader w/plow	20.00000	EA		

**Comm Code****Manufacturer****Specification****Model #**

22101502

**Extended Description:**

All wheel drive articulated motor grader w/plow

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-bid 11:00am Equip Division - Buckhannon WV	2023-11-09
2	Tech Questions due by 10:00am	2023-11-16

**SOLICITATION NUMBER: CRFQ DOT2400000040**

**Addendum Number: 3**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000040 ("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

**Additional Documentation:**

Bid Opening moves to 12/07/2023 at 1:30pm

**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.



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

<b>Proc Folder:</b> 1300867			<b>Reason for Modification:</b> ADDENDUM NO_4 Revised Specifications
<b>Doc Description:</b> ADDENDUM NO_4 All Wheel Drive Motor Grader			
<b>Proc Type:</b> Central Master Agreement			<b>Version</b> 5
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	
2023-11-28	2023-12-07 13:30	CRFQ 0803 DOT2400000040	

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor  
 Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_4

Addendum No\_4 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

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DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
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CROSSING  
BUCKHANNON WV  
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All wheel drive articulated motor grader w/plow	20.00000	EA		

**Comm Code****Manufacturer****Specification****Model #**

22101502

**Extended Description:**

All wheel drive articulated motor grader w/plow

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-bid 11:00am Equip Division - Buckhannon WV	2023-11-09
2	Tech Questions due by 10:00am	2023-11-16

**SOLICITATION NUMBER: CRFQ DOT2400000040**

**Addendum Number: 4**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000040 ("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

**Additional Documentation:**

Revised Specifications

Bid Opening remains 12/07/2023 at 1:30pm

**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.

**WWREQUEST FOR QUOTATION  
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted  
Trip/Plow John Deere 672 AWD or Equal**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal.
  
- 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 3.1 below and on the Pricing Pages.
  
  - 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 “CCA”** means cold cranking amps.
  
  - 2.6 “SAE”** means Society of Automotive Engineers.
  
  - 2.7 “MPH”** means miles per hour.
  
  - 2.8 “°”** means degrees.
  
  - 2.9 “HP”** means horsepower.
  
  - 2.10 “F”** means Fahrenheit.
  
  - 2.11 “R.O.P.S”** means rollover protection system.
  
  - 2.10 “AWD”** means All Wheel Drive.
  
  - 2.11 “Class 405”**Internal use for WVDOH.
  
  - 2.12 “LED”** means light-emitting diode.



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**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 Motor Grader mandatory requirements.**

**3.1.1.1** The unit specified herein and offered shall be manufactured on or after January 1, 2023 and will be clearly identified and marked with date of manufacture.

**3.1.1.2** All daily service shall be done from ground level.

**3.1.1.3** Motor Grader shall be of conventional design and heavy-duty construction. Units shall be delivered complete with all the manufacturers currently advertised standard features unless specifically addressed herein.

**3.1.2 Operational Use:**

**3.1.2.1** The grader shall perform the following types of work under full control, completely free of conditions requiring undue operator effort.

- A. General maintenance and improvements to existing roads
- B. Coarse and fine grading and spreading
- C. High and low bank sloping
- D. Clearing slides
- E. Scarifying
- F. Ditching, including reconditioning old ditches and cutting new ditches, which at times will include deep ditching.
- G. Wind Rowing
- H. Snow and Ice removal

**3.1.2.2** The grader shall be capable of carrying out any of the above operations under all types of conditions ranging from light soils to rocky materials.

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**3.1.2.3** The grader shall be capable of operating on mountain roads of low construction standards having sustained grades in excess of 7% minimum and steep pitches up to 18% maximum.

**3.1.2.4** The minimum blade Hp shall be 33,900 lbs. force with use of all wheel drive unit at a traction coefficient of 0.9.

**3.1.2.5** The basic operating weight shall exclude: (A) Front Mounted Scarifier (B) Hydro-inflation and (C) Wheel or tire ballast.

**3.1.2.6** The size grader covered by this specification shall have a basic operating weight of not less than 43,000 lbs. minimum.

**3.1.2.7** Shall have minimum wheelbase of 232 inches. (Distance from the center of front axle to the center line of the rear main tandem drive axles).

**3.1.3 Engine:** Shall be designed and built by the grader manufacturer.

**3.1.3.1** Shall be Tier 4 Final Compliant, 6-cylinder diesel engine.

**3.1.3.2** Engine displacement shall not be less than 9.0L

**3.1.3.3** Engine shall be equipped with an adequate and efficient lubrication system and fuel injection mechanism.

**3.1.3.4** Engine shall have manufacturers' heavy-duty fuel filtering system with fuel heater contained in filter base.

**3.1.3.5** Engine shall have manufacturers full flow type lubricating oil filter.

**3.1.3.6** The air cleaner shall be the dual element type (primary and safety dry type element) with a built-in pre-cleaner section and automatic dust ejection.

**3.1.3.7** Air cleaner hose shall be the metal or heavy duty flexible non-collapsible type, with metal or molded rubber elbows. (Wire reinforced hose is not acceptable).

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**3.1.3.8 All air cleaner connections shall be banded.**

**3.1.3.9 Filter shall be located inside of hood or at location protected from contaminants thrown by tandem wheels.**

**3.1.4 Engine Governor**

**3.1.4.1 Engine shall be equipped with a variable speed governor of the mechanical or hydraulic type and shall be driven from the engine.**

**3.1.4.2 Provisions shall be made for permitting regulation of the governed speed-setting throughout the engine load range while the engine is in operation.**

**3.1.5 Cooling System**

**3.1.5.1 The engine cooling system shall be maximum available from the manufacturer and have an operating ambient temperature range of minimum -34° F. to +125°F. maximum.**

**3.1.5.2 Coolants system shall be filled with extended life permanent type anti-freeze with freeze protection to -34°F. minimum.**

**3.1.5.3 Cooling system shall include manufacturers heavy duty radiator protected by a guard, a rearward exhaust fan, a circulating water pump and a thermostat and bypass for warm up. Engine fan shall automatically adjust fan speed by a variable hydraulic fan pump to meet engine cooling requirements.**

**3.1.6 Engine Housing**

**3.1.6.1 The engine shall be protected with a metal hood and manufacturers lockable side panels (keyed alike).**

**3.1.7 Engine Starting System**

**3.1.7.1 The grader shall be provided with manufacturers heavy duty starting system and shall have keyed ignition system or push-button.**

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**3.1.7.2** Starting system shall be capable of cranking the engine in ambient temperature of -30°F minimum.

**3.1.7.3** A concealed electrical disconnect switch to prevent unauthorized starting of the grader shall be provided.

**3.1.8 Fuel Tank (s)**

**3.1.8.1** Manufacturers standard fuel tank(s) (minimum 90 gallon capacity) is (are) acceptable and shall be located so as not to be affected by heat from engine, exhaust piping, or muffler.

**3.1.9 Power Shift Transmission:** Transmission shall be designed and built by the machine manufacturer.

**3.1.9.1** The transmission shall be direct drive, power shift, counter-shaft type. Transmission guard shall be included.

**3.1.9.2** Transmission direction and gear shifting shall be electronically and proportionally controlled from forward to reverse and from gear to gear.

**3.1.9.3** Transmission shall have no less than eight(8) forward speeds and six(6) reverse speeds.

**3.1.9.4** Electronic throttle control shall be available.

**3.1.9.5** Unit bid shall produce a minimum of 245 NET HP in 8<sup>th</sup> forward gear.

**3.1.10 Travel Speeds**

**3.1.10.1** Lowest gear speed – forward (maximum) 2.6 MPH

**3.1.10.2** Highest gear speed – forward (minimum 27.5 MPH

**3.1.10.3** Lowest gear speed – reverse (maximum) 2.5 MPH

**3.1.10.4** Highest gear speed – reverse (minimum) 23 MPH

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**3.1.11 Final Drive**

**3.1.11.1** All shafts, gears, sprockets, chains, bearings, etc. shall be of sufficient strength and capacity to safely transmit full power of the engine to the driving wheels without component failure.

**3.1.11.2** All gears and sprocket shall be machine cut.

**3.1.11.3** Drive gears shall run in oil bath.

**3.1.11.4** All driving mechanisms shall be fully enclosed and protected against lubricant leakage, dust, dirt, water, etc.

**3.1.11.5** Tandem frames shall be mounted on and pivot about the axle so the equal weight is carried on all four (4) wheels when operating over rough terrain without effecting the evenness of the blade cut.

**3.1.11.6** Tandem oscillation shall not be less than 15° upward from the horizontal and not less than 15° down.

**3.1.11.7** A stop shall be permanently attached to the grader to limit or prevent tandem oscillation (or in lieu of a stop) lifting attachment may be located at the center of the tandem to prevent tandem case oscillation or damage during loading or shipment.

**3.1.11.8** The differential lock/unlock shall be operator controlled.

**3.1.11.9** The differential lock/unlock shall be electro-hydraulically controlled with no speed restrictions for engaging/disengaging.

**3.1.11.10** Left and Right tandem case shall be covered with anti-slip walk platform for standing and walking.

**3.1.12 Front Axle**

**3.1.12.1** The front axle shall be an arched design for maximum clearance.

**3.1.12.2** Axle shall be fitted with leaning type wheels and operating mechanism.

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**3.1.12.3** Maximum front wheel lean shall be no less than 18° to the right and left of vertical.

**3.1.12.4** Positive means shall be provided to prevent tires from rubbing when in the extreme leaning position.

**3.1.12.5** Front wheel hubs shall not extend beyond the tire line.

**3.1.12.6** Unit shall be equipped with the manufacturers' all-wheel drive system in order to improve tractive effort and steering control in slippery conditions.

**3.1.12.7** The all-wheel drive system shall produce a maximum stall torque of no less than 14,500 lb. ft.

**3.1.12.8** All-wheel drive system engage/disengage shall be accessible at operator's station and without any manual connect/disconnect procedure.

**3.1.12.9** Front axle shall be steered by steering wheel; Joystick steering will not be accepted.

**3.1.13 Electrical**

**3.1.13.1** The voltage rating of the electrical system shall be what is regularly provided by the manufacturer as standard equipment.

**3.1.13.2** Shall have a minimum 150 amp alternator.

**3.1.13.3** Wiring shall be enclosed in a harness formed of non-metallic loom and securely anchored to the frame in protected locations.

**3.1.13.4** Any wiring in exposed locations that are subject to damage in normal use shall be enclosed in conduit.

**3.1.13.5** All electrical wiring between the engine and alternator to other parts of the unit shall be connected by a plug type disconnect block with a prong and a receptacle configuration such that it will fit together only one way and located convenient to the engine.

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**3.1.13.6** Unit shall be equipped with a 24-to-12volt converter to provide additional 12volt, 25amp continuous power sources for CB radios.

**3.1.14 Lighting Equipment**

**3.1.14.1** Shall have two (2) LED headlights with high/low beam switch operated from the cab.

**3.1.14.2** Headlights shall be mounted within the width of the cab.

**3.1.14.3** Separate front (amber) and rear (red) turn signals shall be provided.

**3.1.14.4** Lamps shall be mounted within the width of the cab on the front and rear or rear lamps may be mounted within the width of the radiator or engine housing.

**3.1.14.5** All lamp sockets shall be brass or other corrosion resistant material.

**3.1.14.6** Turn signals shall incorporate a heavy duty flasher.

**3.1.14.7** Shall have operator controlled four-way hazardous warning signal with convenient cab located switch.

**3.1.14.8** Two LED work light shall be provided on each side of the front lower section of the cab.

**3.1.14.9** Work lights shall be swivel mounted to facilitate lighting of the blade working area, shall be switched and marked at cab location.

**3.1.14.10** Shall be a minimum of two LED mid-frame lights to illuminate moldboard and surrounding areas.

**3.1.14.11** Shall have four LED corner cab lights, two LED front cab lights and two LED right side cab work lights.

**3.1.14.12** Sealed beam back up light shall be provided.

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**3.1.14.13** Manufacturers stop-tail lights shall be recessed, and shock mounted.

**3.1.14.14** Shall have manufacturers standard instrument lighting package.

**3.1.14.15** Interior cab light shall be manufacturers standard for proposed model.

**3.1.14.16** All lights shall be controlled by manufacturers heavy duty switches mounted at instrumental panel.

**3.1.14.17** Lighting circuits shall be wired so that if a short occurs engine shutdown will not occur.

**3.1.14.18** All circuits shall be protected by re-set circuit breakers or fuses.

**3.1.15 Batteries**

**3.1.15.1** Batteries shall be maintenance free heavy duty with minimum of 1125 CCA.

**3.1.15.2** Manufacturer's battery hold down device shall be provided.

**3.1.15.3** Battery shall be easily accessible for servicing and be delivered with electrolyte installed.

**3.1.16 Wheels/Tires**

**3.1.16.1** Graders shall be provided with six (6) wheels, two (2) wheels on the front axle and four (4) wheels arranged in tandem on the rear axle with manufacturers drive available at all six (6) wheels.

**3.1.16.2** Both front and rear shall be tubeless type radial Michelin Snoplus and be 14.00 x 24, with correct ply rating for machine with snow plow blade attached.

**3.1.16.3** Tires shall be mounted on 10 inch wide rims.



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**3.1.17 Braking System**

**3.1.17.1** The service brakes shall be multi-disc, oil cooled and completely sealed.

**3.1.17.2** Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.

**3.1.17.3** Shall have wet disc type inboard on all wheels.

**3.1.17.4** Parking brake shall be multi- disc, oil cooled, spring applied, hydraulically released, sealed, adjustment free and integrated into the transmission.

**3.1.17.5** The service brake system shall incorporate a stored energy source, and accumulator, or other means to effectively allow full operator application of the brake system in the event any of the following fail; the engine, hydraulic, or air pump.

**3.1.18 Controls**

**3.1.18.1** Controls for steering and operating the grader, including the leaning of the front wheels, shall be of the full hydraulic type.

**3.1.18.2** Controls shall permit simultaneous operation of at least three (3) functional components without appreciable loss of component speed or power.

**3.1.18.3** Links, cams, gears, etc. in the control mechanisms shall withstand the maximum stresses imposed upon them under normal operating conditions.

**3.1.18.4** Hydraulic system shall be protected against the entrance of contamination and complete with the manufacturers recommended operating accessories and shall include an efficient filtering system easily accessible for cleaning and replacement.

**3.1.18.5** The hydraulic control system shall be equipped with a pressure relief valve and an overload relief which will automatically reset when overload is cleared or pressure-compensated system.

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**3.1.18.6** The hydraulic system shall be capable of providing a moldboard lift speed of 3 inches minimum per second.

**3.1.18.7** Hydraulic system shall have double acting anti-drift check valves on blade lift, tilt, circle shift, articulation, leaning wheels, and scarifier.

**3.1.19 Circle and Moldboard**

**3.1.19.1** The moldboard circle and drawbar assembly shall be such as to permit the grader to perform all operations specified herein and shall be attached to the frame by a swivel hitch mechanism.

**3.1.19.2** Moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position.

**3.1.19.3** Moldboard controls shall provide a float position.

**3.1.19.4** Moldboard shall be constructed of high carbon steel or alloy steel securely mounted and designed to give a rolling tumble of material.

**3.1.19.5** Moldboard dimensions shall be as follows:

- A. Length – 12- feet minimum
- B. Width (measured along curve) 2- feet minimum
- C. Thickness – 7/8 inches minimum
- D. Maximum depth of cut – up to 28- inches
- E. Lift above ground level – 16.8 inches minimum
- F. Bank sloping angle - 90°left minimum and 90° right minimum.

**3.1.19.6** Moldboard shall be punched for standard replaceable cutting blades and replaceable end bits.

**3.1.19.7** All holes for cutting edges shall be drilled or punched to accommodate a standard 3/4 inch plow bolt with hex nut.

**3.1.19.8** The moldboard circle shall be provided with shims or other adequate means of adjustment for wear.

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**3.1.19.9** A hydraulically operated power tilt moldboard shall be furnished.

**3.1.19.10** The design of the moldboard shall be such that full 360° rotation can be accomplished with the blade slightly raised without manipulation of controls other than power shifting to clear tires, transmission or other integral parts of the machine.

**3.1.19.11** Unit shall be equipped with manufacturers blade lift accumulators and side shift accumulators.

**3.1.19.12** Unit shall be equipped with a blade impact absorption system to protect moldboard and draft frame from impact with stationary objects.

**3.1.20 Scarifier**

**3.1.20.1** A scarifier shall be furnished with each grader; front mounted.

**3.1.20.2** Scarifier shall be of the V-type, power control operated, and must be equipped with removable teeth having replaceable points.

**3.1.20.3** Scarifier cutting width 47.4 inches minimum.

**3.1.20.4** Number of teeth – 5 minimum

**3.1.20.5** Weight – 865 lbs. minimum.

**3.1.20.6** Scarifier must allow grader to ditch when in raised position (Swinging Scarifier is not acceptable).

**3.1.20.7** Scarifier shall be manufacturers standard for model bid, mounted on front of grader.

**3.1.21 ROPS Cab (Low Profile)**

**3.1.21.1** The graders shall be furnished with R.O.P.S Cab.

**3.1.21.2** Cabs shall be completely enclosed, with door on each side, constructed of heavy gauge material and shall be equipped

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with manufacturers tinted safety glass at all locations to provide 360° visibility.

**3.1.21.3** All controls for operating and steering shall be mounted inside of cab.

**3.1.21.4** The cab door shall be lockable, keyed alike, and provided with fasteners to hold doors open during operation.

**3.1.21.5** Windshield and rear window shall be provided with manufacturers electrically operated windshield wipers and washers.

**3.1.21.6** An adjustable review convex mirror shall be provided and mounted inside cab and heated exterior mounted rearview mirrors to afford a clear vision to the rear of the grader.

**3.1.21.7** Cab shall have heat and air conditioning and also, front and rear windshield defroster.

**3.1.21.8** Instrument panel shall be located convenient to the seated operator.

**3.1.21.9** A warning horn shall be furnished and mounted at the front of the operator's compartment with the horn switch within easy reach of the operator.

**3.1.21.10** Manufacturers OSHA approved backup alarm shall be provided.

**3.1.21.11** Manufacturers standard instrumentation shall be furnished but to include a positive means of monitoring vital systems. Shall include the following:

- A. Engine Oil Pressure
- B. Engine Coolant Temperature
- C. Electrical System
- D. Torque Converter Temperatures
- E. Transmission Pressure (If applicable)
- F. Hydraulic Oil Temperature

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**3.1.21.12** Manufacturers warnings: Audio and/or lights shall be required on engine oil pressure, engine coolant temperature, and electrical system.

**3.1.21.13** Seat shall be heated leather/fabric, with high wide back air-suspension seat with armrest.

**3.1.22 Grader Equipment and Accessories**

**3.1.22.1** Vandalism protection kit shall include locking caps for all exposed filler caps.

**3.1.22.2** Tool box shall be weather resistant, lockable.

**3.1.22.3** Shall have articulation position indicator.

**3.1.22.4** Shall have hour meter at dash board location (engine oil pressure activated).

**3.1.22.5** Shall have air cleaner rain cap.

**3.1.22.6** Shall have dash mounted air filter service indicator.

**3.1.22.7** Shall have engine block heater; thermostat controlled.

**3.1.22.8** Shall have deflector type exhaust stack.

**3.1.22.9** Shall provide muffler.

**3.1.22.10** Shall have fuel gauge dial type dash mounted.

**3.1.22.11** Shall have AM/FM radio factory installed with wireless connectivity installed complete with antenna mounted in such a manner as to prevent being damaged by tree limbs, etc.

**3.1.22.12** Shall have a manufacturer installed pressurized cab air conditioning system.

**3.1.22.13** Shall include a left and right-side amber LED high strobe beacon.

**3.1.22.14** Shall have a front/rear view camera factory installed.

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**3.1.22.15** Shall be equipped with a minimum of 5 -tie downs for transporting.

**3.1.22.16** Shall have rear counterweight with rear hitch and pin.

**3.1.23 Paint**

**3.1.23.1** The motor grader and attachments shall be painted manufacturers standard color.

**3.1.24 Safety**

**3.1.24.1** All exposed parts subject to high operating temperature or energized electrically shall be located, insulated, enclosed, or guarded so as to prevent hazards to operating personnel.

**3.1.24.2** All moving parts which are of such nature or so located as to be a hazard to operating personnel shall be enclosed or guarded.

**3.1.24.3** Protective devices shall not impair operating functions.

**3.1.24.4** Handles and non-skid steps shall be of size, shape, and location to permit safe mounting and dismounting.

**3.2 Hydraulically Controlled Reversible Front Mounted Snowplow**

**3.2.1 General**

**3.2.1.1** The hydraulically controlled reversible front mounted snow plows shall be designed to fit and be fully compatible with the proposed motor graders. The plow shall be designed for use in snow and light earthmoving, and blade must accept machine down pressure.

**3.2.1.2** Blades shall be complete with all necessary cab controls and mounting hardware.

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**3.2.2 Specifications for Plow**

**3.2.2.1** Manufacturer's standard warranty shall be provided.

**3.2.2.2** Moldboard length shall be straight 12-foot minimum.

**3.2.2.3** Moldboard height: 36-inches minimum.

**3.2.2.4** Moldboard shall have a minimum of two heavy duty enclosed trip spring assemblies.

**3.2.3 Reversing Cylinders**

**3.2.3.1** Plow shall consist of two (2) double acting hydraulic cylinders.

**3.2.3.2** These cylinders shall be capable of reversing the plow from 30° right and 30° left minimum.

**3.2.3.3** Cylinder mounting pins shall be minimum of one (1) inch diameter.

**3.2.4 Cushion Valves**

**3.2.4.1** A cushion valve shall be included in the hydraulic reversing system as a safety factor to help protect the cylinder.

**3.2.5 Cutting Edge**

**3.2.5.1** Cutting edge shall be 5/8 x 8 inches x 120 inches minimum and shall be compatible with the plow.

**3.2.6 Wear Shoes**

**3.2.6.1** Wear shoes must number at least two (2).

**3.2.7 Vertical Ribs**

**3.2.7.1** Must have a minimum of five (5) vertical ribs.

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**3.2.8 Hitch**

**3.2.8.1** Must have front mounted, Stainless Steel quick coupler, coupling system.

**3.3 Miscellaneous:**

**3.3.1 Vendor Responsibility**

**3.3.1.1** The vendor shall be responsible to furnish a Motor Grader Articulated All Wheel Drive w/Reversible Front Mounted Trip/Plow that is properly engineered and that conforms to all and any laws governing such equipment.

**3.3.1.2 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.

**3.3.1.3** 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.

**3.3.1.4** All standard safety features required by Federal and State Law, shall be included.

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

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



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**3.3.2 Representative Unit for Test:**

**3.3.2.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

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

**3.3.3.1** 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: JD Haller. 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.

**3.3.4 Training:**

**3.3.4.1** 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  
WV DOT, Equipment Division, Buckhannon, WV.

**3.3.5 Preventative Maintenance & Operator Procedures:**

**3.3.5.1** 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.

**3.3.6 Warranty and Service Policy:**

**3.3.6.1** The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

**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 the 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 inserting the Year, Make, Model and inserting the quoted unit price. Vendor should take Estimated Quantity and multiply by unit price to get grand total.

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Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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 220 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 220 working days after orders are received. Working day is defined as any week day, 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

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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.

**6.4 Conditions 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. All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

**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.

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**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.
- 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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2400000040**

**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 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.

Boyd Company  
Company

M. J. Conroy  
Authorized Signature

12/7/23  
Date

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

**VENDOR: Boyd Company Class 405**

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	John Deere 672 AWD with plow or equal	Caterpillar 140-13A AWD Motor Grader		\$311,456.84	
<b>Total Bid Cost</b>					
<b>Bid Will Be Awarded To The Lowest Overall Bid Total For All Items</b>					
Vendor Information					
Company Name: Boyd Company					
Contact Manager: Matthew E. Conner					
Address: 10001 Linn Station Rd., Louisville, KY 40223-3828					
Phone: (304) 759-6400					
Fax: (304) 759-6404					
E-mail: MatthewConner@BoydCat.com					
Signature: <i>Matthew E. Conner</i>					