



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: 12-14-2021

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

Order Number:	CMA 0803 0070 DOT2200000048 1	Procurement Folder:	955427
Document Name:	55 Ton 3-Axle Front Loader Air Ride Trailer 7022EC06	Reason for Modification:	
Document Description:	55Ton,3-Axle, Front Loader, Air Ride Trailer 7022EC06		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000201669 LESLIE EQUIPMENT CO 19 GOFF CROSSING DR CROSS LANES WV 25313 US Vendor Contact Phone: 3042041818 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Denise L Brown Requestor Phone: (304) 473-5328 Requestor Email: dee.l.brown@wv.gov 22 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tanafe 12/14/21*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *12/16/2021*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Leslie Equipment Co., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOT), into an open-end contract to provide 55 ton, 3-Axle, Front Loader Air Ride Trailer per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 11/16/2021, Addendum_2 dated 11/29/2021, Addendum_3 dated 12/02/2021 and the Vendor's bid dated 12/09/2021, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25181702			EA	118500.000000
	Service From	Service To			

Commodity Line Description: 55 Ton, 3 Axle, Front Loader, Air Ride Trailer

Extended Description:

55 Ton, 3-Axle, Front Loader, Air Ride Trailer

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: This Contract becomes effective on January 1, 2022 and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached _____
Revised 04/21/2021

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.

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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.

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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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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.
- ☒ *****Please make insurance certificate to read as follows:**
State of WV, 1900 Kanawha Blvd E., Bldg 5, Charleston, WV 25305
- ☒ *****State of WV must be listed as additional insured.**

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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.

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 heath, 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

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.

Trent May, Sales rep
(Name, Title)
Trent May, Sales rep
(Printed Name and Title)
19 Golf Crossing Drive, Cross Lanes, WV 25313
(Address)
304-204-1818 / 304-204-1811
(Phone Number) / (Fax Number)
may.trent@lec1.com
(email address)

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

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.

Leslie Equipment Company
(Company)

Trent May, Sales rep
(Authorized Signature) (Representative Name, Title)

Trent May, Sales rep
(Printed Name and Title of Authorized Representative)

12/7/2021
(Date)

P. 304-204-1818 F. 304-204-1811
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a XL Specialized XL110 HDG or equal 55 ton, 3-Axle Front Loader, Air ride Trailer.
2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"WVDOH"** means West Virginia Division of Highways.
 - 2.5 **"PSIG"** means an abbreviation Pounds per square inch gauge.
 - 2.6 **"Total Bid Price"** means the sum of the bid total column.
 - 2.7 **"ftlbs"** means foot pounds.
 - 2.8 **"RPM"** means revolutions per minute.
 - 2.9 **"MM"** means Millimeter
 - 2.10 **"ABS"** means Anti-Lock Braking system.

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. Unit bid must be equal to or exceed the model requested in purpose and scope and include all mandatory requirements shown below.

3.1.1 Gooseneck

3.1.1.1 Gooseneck length shall be a minimum 10 1/2 feet and a maximum 11 1/2 feet.

3.1.1.2 Gooseneck kingpin shall be set at 86 inches swing clearance.

3.1.1.3 Gooseneck ride height shall be set at 51 inches upon delivery and have 5 variable ride height settings.

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

3.1.1.4 Gooseneck operation shall use the tractor hydraulics.

3.1.1.5 Lock shall be air operated with manual safety latch.

3.1.1.6 Gooseneck shall have any needed relief cut-outs made to clear truck fenders.

3.1.2 Deck

3.1.2.1 Main deck shall be a minimum of 25 ½ feet in length and a maximum of 26 feet in length.

3.1.2.2 Trailer width shall be 102 inches wide.

3.1.2.3 Main deck loaded ride height shall be a maximum of 15 1/4 inches at 4 ½ inches ground clearance.

3.1.2.4 Main deck outer bays shall be covered with raised Apitong decking with a minimum thickness of 1 ¾ inch.

3.1.2.5 Decking shall be laid length wise and secured to the frame members by floor clips and counter sunk bolts. Drilling of the frame shall be avoided.

3.1.2.5 Main deck inner bays shall be open with chain boxes in front, center and rear of deck.

3.1.2.6 Crossmembers shall be formed C and 4 inch JR I-beam on 12" alternating centers 50K steel rating minimum.

3.1.2.7 Main beams shall be a minimum 3 beam design running the full length of the deck.

3.1.2.8 Main beam construction shall be minimum 10 ½ inch T1 I-beam 100PSi rating minimum. Webs shall be a minimum 80K rating.

3.1.2.9 Main beams shall have a minimum of 7 bent D-rings evenly spaced per side.

3.1.2.10 Shall be a minimum of 13 chain drops evenly spaced on the outside beams and 12 chain drops on the center beam.

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

3.1.2.11 Minimum capacity in a 12 foot span shall be 110,000 pounds.

3.1.2.12 Front ramp upper flange shall be steel reinforced.

3.1.2.13 Shall have flip front ramps minimum 31 inches long, maximum 31 ½ inches in length.

3.1.3 Rear Deck

3.1.3.1 Shall be 14 feet in length with a 32 degree rear Transition slope.

3.1.3.2 Loaded deck height of rear deck shall be 41 inches with 37 inch bolster height.

3.1.3.3 Shall be open wheel bolsters with boom through four inch drop bolsters.

3.1.3.4 Shall have one pair of flat D rings on main beams at rear.

3.1.3.5 Shall have two chain drops per full width bolster.

3.1.3.6 Shall have two stake pockets at rear for wide load sign.

3.1.3.7 Rear deck shall have frame reinforcements and have provisions for the addition of a flip up fourth axle for later expansion.

3.1.4 Suspension

3.1.4.1 Suspension shall be Hend-Turner air ride or equal with a minimum 25,000 pounds capacity per axle

3.1.4.2 Suspension shall have a manual ride height control.

3.1.4.3 Suspension shall have an air dump valve.

3.1.4.4 Front axle shall be set up for chain lift.

3.1.4.5 Third axle shall be air lift.

3.1.4.6 Unit bid shall have a liquid filled air gauge for

**REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal**

suspension.

3.1.4.7 Shall be equipped with an air-weigh digital scale system.

3.1.5 Axles

3.1.5.1 Each axle shall be rated for a minimum capacity of 25,000 pounds.

3.1.5.2 Minimum GAWR rating for each axle shall be 24,700 pounds.

3.1.5.3 Axle tracking shall be 77 ½ inches.

3.1.5.4 Axle spacing shall be 54 ½ inches.

3.1.5.5 Axles shall be hub pilot, outboard drums.

3.1.6 Wheels and tires

3.1.6.1 Unit shall have a minimum of 12 Alcoa Dura bright 8.25 X 22.5 aluminum wheels.

3.1.6.2 Unit bid shall have twelve tires, minimum size 275/70/22.5 J ply rated radial tires. Goodyear brand or equal.

3.1.7 Brakes

3.1.7.1 Brakes shall be a minimum 16 ½ inch x 7 inch internal expanding by S cams with centrifuge HD brake drums with a minimum 26,000 pound axle load rating.

3.1.7.2 Unit bid shall include all tubing, glad hands and connectors at the front of the gooseneck. Air tanks shall be painted aluminum factory recommended capacity. Spring brakes and air chambers at all wheels.

3.1.7.3 Unit bid shall be equipped with automatic slack adjusters.

3.1.7.4 Unit bid shall have ABS braking system.

3.1.7.5 Airlines shall be ran after unit has been painted.

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

3.1.8 Lighting and Electrical.

3.1.8.1 Unit bid shall have a D.O.T approved 12-volt sealed wiring Harness.

3.1.8.2 All wiring shall be installed after the unit has been painted.

3.1.8.3 Lighting shall be rubber grommet mounted.

3.1.8.4 Shall have a minimum of one mid-turn signal per side.

3.1.8.5 Shall have a minimum of 4 clearance lights per side.

3.1.8.6 Shall have 2 D.O.T approved LED taillights per side. For stop, turn, reverse and hazard indication.

3.1.8.7 Shall have 2 rear facing amber strobes with battery backup.

3.1.8.8 Shall be 7-pole pin style commercial with ABS power electric socket.

3.1.9 Color

3.1.9.1 Unit color shall be black and can be powder coated or standard manufactures paint coating.

3.1.12 Warranty:

3.1.12.1 The unit must be accompanied by manufacturer's 2 year 100 percent parts and labor.

3.1.13 Operating and Service Manuals and Parts Lists:

3.1.13.1 All operator, service and technical manuals 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. Failure to do so will delay payment.

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

3.1.14 Training:

3.1.14.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and mechanic training. To keep operators and mechanics updated, the successful vendor shall conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.15 Preventative Maintenance & Operator Procedures:

3.1.15.1 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 aid's; i.e. videos, projectors as required in conducting the training.

1. Contract award:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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 Page: Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The 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.

REQUEST FOR QUOTATION
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Trailer or Equal

Vendor should electronically enter the information into the Pricing Page through WV OASIS, 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

2. PAYMENT:

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

-
-

3. DELIVERY AND RETURN:

6.1 Delivery Time: A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after orders are received. Working day is defined as any 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 the items ordered from a third party.

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

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

6.4 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
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coolant. All prescribed precautions pertaining to first operations and break- in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

- 6.5 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

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: Trent May
Telephone Number: 304-204-1818
Fax Number: 304-204-1811
Email Address: maytrent@lec1.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

Proc Folder: 955427			Reason for Modification: Addendum No_1 To attached pre bid sign in sheets, revised Specs and move bid opening date
Doc Description: Addendum No_1 55Ton, 3-Axle, Front Loader, Air Ride Trailer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-16	2021-12-09 13:30	CRFQ 0803 DOT2200000082	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 the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a XL Specialized XL110 HDG or equal 55 ton, 3-Axle Front Loader, Air ride Trailer.

Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

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

SHIP TO

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	55 Ton, 3 Axle, Front Loader, Air Ride Trailer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25181702			

Extended Description:

55 Ton, 3-Axle, Front Loader, Air Ride Trailer

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Capital Complex Building 7 Conf Room @ 9:00am	2021-11-16
2	Tech Questions due by 10:00am	2021-11-23

SOLICITATION NUMBER: CRFQ DOT2200000082

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000082 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Addendum to add Pre-Bid sign in sheets and Add Revised Specifications

Bid Opening moves to 12/9/2021 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 0803 DOT2200000082

Date of Pre-Bid Meeting: November 16, 2021 9:00 A.M.

Location of Prebid Meeting: Capitol Complex Bldg. 7

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:
Boyd Cat	Eric Ramey	3 Park Road Nitro WV 25143	304-389-4190	304-759-6404	ericramsey@boycat.com
XL Trailers	Matt Bruschew	1086 South 2nd St.	319 270 9390		mattb@xlpcivilizedtrailer.com
Leslie Equipment	Bo Kosler	2098 Lillian Lane Pleasant Valley WV 25554	304-534-5454	304-534-5888	bo@leslie.com
Leslie Equip. Co.	Trent May	19 Goff Crossing Drive Cross Lanes, WV 25313	304-542-0133	304-204-1818	may.trent@leslie.com
Matheny Motors	Mike Rauh	50 Matheny Lane Mineola WV 26105	304-488-4501	304-489-0061	MEAUH@mathenymotors.com
WV TRACTOR	CARL GRAY	P.O. BOX 473 CHARLESZOUW 2534	304-346-5301	304-346-5305	wvtractor@wsu.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

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
NEWMAN'S 10512 SALES	BEAU NEWMAN	16 WARD RD ELKINS, WV 26241	304-696-4561	304-696-7155	BEAU@ newmansnv.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.**

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<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	84 Brushy Fork Rd Buckhannon WV	304-471-0139		pamela.j.hall@wv.gov
WVDOH	Justin Godwin	84 Brushy Fork Rd Buckhannon WV	304-471-0139		Justin.L.Godwin@Dwngov
WVDOH	Todd Campbell	" "	304-997-5916		A.Todd.Campbell@wv.gov
WVDOH	JD Haller	" "	304-471-0141		JD.S.Haller@wv.gov
WVDOH	Mark Waid	1900 Kanawha Blvd Building 5, Room 260 Charleston WV	304 414 7105		MARK.A.WAID@WV.GOV
WVDOH	Valerie Sayre	1900 Kanawha Blvd. E Building 5, Room 260 Charleston, WV 25305	304-714-7124		Valerie.r.sayre@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.**



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

BOYD



Eric Ramey
Regional Sales
Manager

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

EricRamey@boydcat.com
www.boydcat.com

304.389.4190 mobile



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: 304-649-2001

43-2004



Michael Rauh

Commercial Sales

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800.284.4418 TOLL FREE • 304.489.0061 FAX
mrauh@mathenymotors.com
www.mathenymotors.com



CENTURY



CHEVROLET



WEST VIRGINIA

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
BUDGET AND PROCUREMENT DIVISION



MARK A. WAID, MBA
Division Manager II

1900 Kanawha Boulevard, East
Building 5, Room A-260
Charleston, WV 25305-0430

Office 304-414-7105
FAX 304-558-0047

E-mail: Mark.A.Waid@wv.gov



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



WWW.NEWLONINTERNATIONAL.COM

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



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

www.wvtractor.com

GARY W. GRADY
PRESIDENT
Cell (304) 549-6068

P. O. BOX 473

214 VIRGINIA ST. W.

CHAS., WV 25322/25302

wvtractor@msn.com



MATT BRUNSCHEON

Regional Sales Manager Southeast

matt@vlencalizedtrailer.com

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
Trailer or Equal

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a XL Specialized XL110 HDG or equal 55 ton, 3-Axle Front Loader, Air ride Trailer.
- 2. Definitions:** The terms listed below shall have the meanings assigned to them below.
Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "WVDOH"** means West Virginia Division of Highways.
 - 2.5 "PSIG"** means an abbreviation Pounds per square inch gauge.
 - 2.6 "Total Bid Price"** means the sum of the bid total column.
 - 2.7 "ftlbs"** means foot pounds.
 - 2.8 "RPM"** means revolutions per minute.
 - 2.9 "MM"** means Millimeter
 - 2.10 "ABS"** means Anti-Lock Braking system.
- 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. Unit bid must be equal to or exceed the model requested in purpose and scope and include all mandatory requirements shown below.
 - 3.1.1 Gooseneck**
 - 3.1.1.1 Gooseneck length** shall be a minimum 10 1/2 feet and a maximum 11 1/2 feet.
 - 3.1.1.2 Gooseneck kingpin** shall be set at 86 inches swing clearance.
 - 3.1.1.3 Gooseneck ride height** shall be set at 51 inches upon delivery and have 5 variable ride height settings.
 - 3.1.1.4 Gooseneck operation** shall use the tractor hydraulics.

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3.1.1.5 Lock shall be air operated with manual safety latch.

3.1.1.6 Gooseneck shall have any needed relief cut-outs made to clear truck fenders.

3.1.2 Deck

3.1.2.1 Main deck shall be a minimum of 25 ½ feet in length and a maximum of 26 feet in length.

3.1.2.2 Trailer width shall be 102 inches wide.

3.1.2.3 Main deck loaded ride height shall be a maximum of 15 1/4 inches at 4 ½ inches ground clearance.

3.1.2.4 Main deck outer bays shall be covered with raised Apitong decking with a minimum thickness of 1 ¾ inch.

3.1.2.5 Decking shall be laid length wise and secured to the frame members by floor clips and counter sunk bolts. Drilling of the frame shall be avoided.

3.1.2.5 Main deck inner bays shall be open with chain boxes in front, center and rear of deck.

3.1.2.6 Crossmembers shall be formed C and 4 inch JR I-beam on 12" alternating centers 50K steel rating minimum.

3.1.2.7 Main beams shall be a minimum 3 beam design running the full length of the deck.

3.1.2.8 Main beam construction shall be minimum 10 ½ inch T1 I-beam 100PSi rating minimum. Webs shall be a minimum 80K rating.

3.1.2.9 Main beams shall have a minimum of 7 bent D-rings evenly spaced per side.

3.1.2.10 Shall be a minimum of 13 chain drops evenly spaced on the outside beams and 12 chain drops on the center beam.

3.1.2.11 Minimum capacity in a 12 foot span shall be 110,000 pounds.

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(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
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3.1.2.12 Front ramp upper flange shall be steel reinforced.

3.1.2.13 Shall have flip front ramps minimum 31 inches long, maximum 31 ½ inches in length.

3.1.3 Rear Deck

3.1.3.1 Shall be 14 feet in length with a 32 degree rear Transition slope.

3.1.3.2 Loaded deck height of rear deck shall be 41 inches with 37 inch bolster height.

3.1.3.3 Shall be open wheel bolsters with boom through four inch drop bolsters.

3.1.3.4 Shall have one pair of flat D rings on main beams at rear.

3.1.3.5 Shall have two chain drops per full width bolster.

3.1.3.6 Shall have two stake pockets at rear for wide load sign.

3.1.3.7 Rear deck shall have frame reinforcements and have provisions for the addition of a flip up fourth axle for later expansion.

3.1.4 Suspension

3.1.4.1 Suspension shall be Hend-Turner air ride or equal with a minimum 25,000 pounds capacity per axle

3.1.4.2 Suspension shall have a manual ride height control.

3.1.4.3 Suspension shall have an air dump valve.

3.1.4.4 Front axle shall be set up for chain lift.

3.1.4.5 Third axle shall be air lift.

3.1.4.6 Unit bid shall have a liquid filled air gauge for suspension.

3.1.4.7 Shall be equipped with an air-weigh digital scale system.

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3.1.5 Axles

3.1.5.1 Each axle shall be rated for a minimum capacity of 25,000 pounds.

3.1.5.2 Minimum GAWR rating for each axle shall be 24,700 pounds.

3.1.5.3 Axle tracking shall be 77 ½ inches.

3.1.5.4 Axle spacing shall be 54 ½ inches.

3.1.5.5 Axles shall be hub pilot, outboard drums.

3.1.6 Wheels and tires

3.1.6.1 Unit shall have a minimum of 12 Alcoa Dura bright 8.25 X 22.5 aluminum wheels.

3.1.6.2 Unit bid shall have twelve tires, minimum size 275/70/22.5 J ply rated radial tires. Goodyear brand or equal.

3.1.7 Brakes

3.1.7.1 Brakes shall be a minimum 16 ½ inch x 7 inch internal expanding by S cams with centrifuge HD brake drums with a minimum 26,000 pound axle load rating.

3.1.7.2 Unit bid shall include all tubing, glad hands and connectors at the front of the gooseneck. Air tanks shall be painted aluminum factory recommended capacity. Spring brakes and air chambers at all wheels.

3.1.7.3 Unit bid shall be equipped with automatic slack adjusters.

3.1.7.4 Unit bid shall have ABS braking system.

3.1.7.5 Airlines shall be ran after unit has been painted.

3.1.8 Lighting and Electrical.

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3.1.8.1 Unit bid shall have a D.O.T approved 12-volt sealed wiring Harness.

3.1.8.2 All wiring shall be installed after the unit has been painted.

3.1.8.3 Lighting shall be rubber grommet mounted.

3.1.8.4 Shall have a minimum of one mid-turn signal per side.

3.1.8.5 Shall have a minimum of 4 clearance lights per side.

3.1.8.6 Shall have 2 D.O.T approved LED taillights per side. For stop, turn, reverse and hazard indication.

3.1.8.7 Shall have 2 rear facing amber strobes with battery backup.

3.1.8.8 Shall be 7-pole pin style commercial with ABS power electric socket.

3.1.9 Color

3.1.9.1 Unit color shall be black and can be powder coated or standard manufactures paint coating.

3.1.12 Warranty:

3.1.12.1 The unit must be accompanied by manufacturer's 2 year 100 percent parts and labor.

3.1.13 Operating and Service Manuals and Parts Lists:

3.1.13.1 All operator, service and technical manuals 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. Failure to do so will delay payment.

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3.1.14 Training:

3.1.14.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and mechanic training. To keep operators and mechanics updated, the successful vendor shall conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.15 Preventative Maintenance & Operator Procedures:

3.1.15.1 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 aid's; i.e. videos, projectors as required in conducting the training.

4. Contract award:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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 Page: Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The 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 Page through WV OASIS, if available, or as an electronic document. In most cases, the Vendor can

REQUEST FOR QUOTATION
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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

4.3 Price Adjustments: In the event of a significant price increase of component material or rental equipment utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.

- 4.3.1** A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.
- 4.3.2** Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 4.3.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
- 4.3.4** Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.3.5** Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 4.3.6** Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.3.7** Vendor documentation for price adjustments shall be submitted the Equipment Division for initial review.
- 4.3.8** Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

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5. PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after orders are received. Working day is defined as any 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 the items ordered from a third party.

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

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

- 6.4 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

- 6.5 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

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7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

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

REQUEST FOR QUOTATION
(254 Class) XL specialized XL 110 HDG ton, 3-Axle Front Loader, Air Ride
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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: _____



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

Proc Folder: 955427			Reason for Modification: ADDENDUM NO_2 Vendor Questions and responses
Doc Description: Addendum No_2 55Ton, 3-Axle, Front Loader, Air Ride Trailer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-29	2021-12-09 13:30	CRFQ 0803 DOT2200000082	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 the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a XL Specialized XL110 HDG or equal 55 ton, 3-Axle Front Loader, Air ride Trailer.

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	55 Ton, 3 Axle, Front Loader, Air Ride Trailer	10.00000	EA		

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

25181702

Extended Description:

55 Ton, 3-Axle, Front Loader, Air Ride Trailer

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Capital Complex Building 7 Conf Room @ 9:00am	2021-11-16
2	Tech Questions due by 10:00am	2021-11-23

SOLICITATION NUMBER: CRFQ DOT22000000082

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000082 ("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:

Addendum to add Vendor Questions and Responses

Bid Opening remains 12/09/2021 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.

3.1.1.6 Could this question be removed? This is not possible on our 11-foot goosenecks only on our 13-foot goosenecks.

Answer: Will accept without cutouts.

3.1.7.1 Would you accept minimum 23,000-pound axle load rating or minimum 25,000-pound axle load rating?

Answer: Will accept a minimum 25,000 pound axle rating with a minimum 24,700 pound GACW. Brakes shall be rated a minimum 25,000 pound capacity.

3.1.7.2 Would you allow steel painted tanks?

Answer: Will accept steel or aluminum tanks.

3.1.7.2 Would you accept a trailer with spring brakes on 1 axle? Other axles are lift axles

Answer: Will accept.

6.1 Would you accept a delivery time of 135 days after pilot model order?

Answer: Will accept.

3.1.1.2 – Would you allow a swing clearance of 89"?

Answer: No leave as written.

3.1.1.6 – Would you accept a trailer without cutouts?

Answer: Yes will accept without cutouts.

3.1.2.3 – Would you allow trailer with a 17" loaded deck height and 4 ½ ground clearance?

Answer: No leave as written.

3.1.2.6 – Would you accept crossmembers of W 8 X 10 @ 24" OC I-beams & C3 x 4.1 @ 12" OC channel intermediate crossmembers?

Answer: No leave as written.

3.1.3.1 – Would you accept would a rear deck length of 14'3? Would you accept a 35-degree slope?

Answer: No leave as written.

3.1.3.2 – Would you accept a bolster height of 41"? Our rear deck is the same as loaded deck height because our fenders are flat.

Answer: No leave as written.

3.1.3.3 – Could you clarify rather the rear deck is to be covered or open wheels?

Answer: Open wheel.

3.1.4.4 – Would you accept front axle that is not set up for chain lift?

Answer: No leave as written.

3.1.72 – Would you accept steel painted tanks?

Answer: Will accept steel or aluminum.

3.1.8.6 – Could you describe in more detail where exactly lights will need to be placed and what color these lights may be?

Answer: Standard Dot approved lighting layout

3.1.12.1 – Would you accept a one year 100% parts and labor guarantee?

Answer: No leave as written.

Is below acceptable?

Pilot model delivered within 200 days, then standard orders 200 days.

Answer: Yes will accept.

3.1.1.6 Calls out for relief cut out on neck. This can not be done on a 11ft neck. Only on a 13ft neck

Answer: Will accept without cutouts.

3.1.7.1 Calls out for 26,000lbs axle load rating. This is under the brake section This should either be standard 23,000lbs or up grade to a 25,000lbs "brake". 26,000# is not offered in this industry.

Answer: 25,000 pound brake will be the minimum accepted.

3.1.7.2 Calls out for aluminum painted air tank. The tanks are steel painted. Calls out for spring brakes on all axles. With having two lift axles spring brakes can not be on them. Just on 1 axle

Answer: Will accept steel or aluminum tanks. Will accept spring brakes on one axle.

6.1 Delivery calls for 120 days after award. We need to be at 135 days to be comfortable. It could be sooner but we want to cover ourselves a bit due to shortage on almost everything right now.

Answer: Will accept



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

Proc Folder: 955427			Reason for Modification: Addendum No_3 Vendor Questions and Responses
Doc Description: Addendum No_3 - 55Ton,3-Axle, Front Loader, Air Ride Trailer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-02	2021-12-09 13:30	CRFQ 0803 DOT2200000082	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 the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a XL Specialized XL110 HDG or equal 55 ton, 3-Axle Front Loader, Air ride Trailer.

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	55 Ton, 3 Axle, Front Loader, Air Ride Trailer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25181702			

Extended Description:

55 Ton, 3-Axle, Front Loader, Air Ride Trailer

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Capital Complex Building 7 Conf Room @ 9:00am	2021-11-16
2	Tech Questions due by 10:00am	2021-11-23

SOLICITATION NUMBER: CRFQ DOT2200000082

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000082 ("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:

Addendum for Vendor Questions and Responses

Bid Opening remains 12/09/2021 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.

Following are my questions and comments about DOT22*82 for 55-ton trailers for the WVDOT-Highways:

3.1.1.6 Truck and fender dimensions will be needed prior to an order, and the dimensions need to be consistent (same trucks).

Answer: Truck dimensions will be provided before ordering. Trucks are all the same models and wheel bases.

3.1.2.3 We suggest 18" loaded height and 6" minimum ground clearance height to account for deflection and rough and off-road conditions. We request these changes.

Answer: No Leave as written.

3.1.2.4 We request 1 1/2" thick decking.

Answer: Will accept 1 ½

3.1.2.6 We request 12" @ 9# I-beam crossmembers.

Answer: No leave as written.

3.1.2.7 We request main 4-beam design.

Answer: A minimum of 3 main beams were requested, 4 main beams will be accepted.

3.1.2.8 We request 12" main I-beam construction.

Answer: Minimum size requirement is 10 ½ inch. 12 inch beams will be accepted but 3.1.2.3 must still be met.

3.1.3.1 We request that transition could be over 14'.

Answer: No leave as written.

3.1.4.4 Please explain this requirement.

Answer: Center axle is a stationary axle. The front and rear shall both be lift axles, the front by chain and the rear by air.

3.1.6.1 We request Accu-Shield aluminum wheels be allowed as equal to the trade name Aloca Dura-Bright.

Answer: Will accept both but must be all of the same kind.

3.1.7.2 Please explain this. We believe there is a typo here or a mixing of specs.

Answer: Unit shall have all connections needed to put unit directly into service. Air tanks can be painted steel or aluminum. Spring brakes and service brakes to meet all DOT regulations. Brakes shall be a minimum 25,000 pound rating, axle shall be a minimum 25,000 pound rating. Each axle GACW shall be a minimum rating of 24,700 pounds.

3.1.7.4 We request this be eliminated. ABS is not required or suggested for this size trailer.

Answer: No leave as written.

6.1 We request 300 working days for the initial delivery and 360 working days delivery for the balance of an order.

Answer: Will accept 200 and 200.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000082

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.

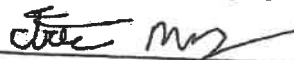
Addendum Numbers Received:

(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 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.

Leslie Equipment Co.
Company


Authorized Signature

12/7/2021
Date

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

VENDOR: Leslie Equipment Co. Class 254

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	XL Specialized 110HDG or equal	HL Specialized XL110 HDG		\$118,500.00	
Bid Will Be Awarded To The Lowest Overall Bid Total For All Items					
Vendor Information					
Company Name: Leslie Equipment Company					
Contact Manager: Trent May					
Address: 19 Goff Crossing Drive Cross Lanes, WV 25313					
Phone: 304-204-1818					
Fax: 304-204-1811					
E-mail: maytrent@lec1.com					
Signature: 