



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 18012

Doc Description: ADDENDUM 9 SPEC REVISION OPENING HYDRAULIC TRACK EXC

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-24	2015-04-30 13:30:00	CRFQ 0803 DOT1500000046	11

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

LESLIE EQUIPMENT CO.
 19 GOFF CROSSING DRIVE
 CROSS LANES, WV 25313
 304 204 1818

04/30/15 13:02:04
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X *Erie Brooks*

FEIN # 55-0493180

DATE 4/27/15

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CLASS 310 HYDRAULIC TRACK EXCAVATOR	10.00000	EA	\$107,700.00	\$1,077,000.00

Comm Code	Manufacturer	Specification	Model #
22101526	<i>John Deere</i>		<i>135G Excavator</i>

Extended Description :

CLASS 310 HYDRAULIC TRACK EXCAVATOR

DOT1500000046	Document Phase Final	Document Description ADDENDUM 9 SPEC REVISION OPENI NG HYDRAULIC TRACK EXC	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Leslie Equipment Co.
(Company)

Eric Brookes Eric Brookes Sales Rep
(Authorized Signature) (Representative Name, Title)

(304) 204-1818 Fax (304) 204 1811 4/27/15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1500000046

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 checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Leslie Equipment Co.
Company

Eric Busher
Authorized Signature

4/27/15
Date

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

REQUEST FOR QUOTATION
CLASS 310 HYDRAULIC TRACK EXCAVATOR

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Hydraulic Track Excavator.

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 **“F”** means Fahrenheit.

2.3 **“R.P.M.”** means revolutions per minute.

2.4 **“SAHR”** means spring applied hydraulic release.

2.5 **“ROPS”** means Roll- over protection structure

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **Hydraulic Track Excavator**

3.1.1.1 Shall be Link Belt 145X3 LBX or/equal.

3.1.1.2 Operating weight shall be minimum 31,000 pounds and maximum of 33,000 pounds including fuel, thumb, and bucket attached.

3.1.1.3 The unit specified herein and offered shall be manufactured on or after January 1, 2014 and will be clearly identified and marked with date of manufacture.

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3.1.1.4 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at the time of manufacture of the unit, please see Exhibit C.

3.1.2 Engine:

3.1.2.1 Engine shall be 100 horsepower minimum; turbocharged diesel Tier 4 Interim and shall have a pressurized liquid cooling system with thermostat, filled with manufacturers approved extended life permanent type anti-freeze that provides protection to at least -30 degrees F.

Engine shall include the following characteristics;

- A. Water separator 4 micron
- B. Filter in fuel line
- C. Alternator 80 amp minimum
- D. Electric fuel priming pump

3.1.3 Hydraulic System:

3.1.3.1 Shall have hydraulic system to maintain manufacturers recommended safe oil temperature within recommended operation range during continuous operation under maximum working combinations.

3.1.3.2 System shall have manufacturer's heaviest variable capacity piston type pumps with load sensing for maximum efficiency.

3.1.3.3 Boom length shall be minimum 15 feet and shall be controlled by two (2) hydraulic cylinders minimum.

3.1.3.4 Arm length shall be minimum 8 feet and shall be controlled by one (1) hydraulic cylinder and must have 2-way hydraulic flow at minimum. It shall include a shut off valve at end of piping.

3.1.3.5 Unit shall be equipped with a hydraulic thumb minimum of 18 inches x 46 inches.

3.1.3.6 Tine thickness of thumb shall be 1 inch minimum with a pin diameter of 2 inches minimum.

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3.1.3.7 Bucket shall be 0.50 cubic yard capacity minimum, shall have teeth and side cutters and controlled by one (1) hydraulic cylinder.

3.1.3.8 Drive shall be hydrostatic design with independent track control.

3.1.3.9 Shall have wet multiple disk brakes that automatically release while propelling and apply when stationary.

3.1.3.10 Unit must swing 360° degrees.

3.1.3.11 Swing speed shall be 10 R.P.M. minimum

3.1.3.12 Swing brake shall be SAHR for safety.

3.1.3.13 Unit shall be joystick controlled with a minimum of one (1) additional actuator for auxiliary hydraulics.

3.1.4 Undercarriage:

3.1.4.1 Undercarriage frame shall be manufacturers standard for model bid, and shall include:

- A. Sealed type track
- B. Track guides to prevent track misalignment
- C. Track adjustment shall be of hydraulic design
- D. Manufacturer's triple grouser shoes
- E. Track length minimum 11 feet.
- F. Limited tail swing 5.1 feet including manufacturers needed weight(s)

3.1.5 Cab:

3.1.5.1 Cab shall be ROPS certified.

3.1.5.2 Cab shall be all weather steel isolation mounted.

3.1.5.3 Unit shall have a deep cushioned fully adjustable seat with padded arm rest.

3.1.5.4 Cab shall be equipped with manufacturers' heater and air conditioning system.

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3.1.5.5 Cold weather starting aid shall be provided.

3.1.5.6 Cab shall be equipped with front windshield wiper and washer, intermittent features.

3.1.5.7 Manufacturer's vandalism protection package shall be provided. The vandalism protection package shall include locking cab doors, locking compartments for engine and hydraulic components, locking fuel and radiator access and electrical cut-off switch. All locks except master switch shall be keyed alike.

3.1.5.8 The following shall be included for cab area:

- A. Interior cab light
- B. Work lights at boom and cab for sufficient night shift operations
- C. Tinted safety glass at all locations
- D. AM and FM radio with antenna
- E. 7" minimum color LCD display monitor with indicators.

3.1.6 Paint:

3.1.6.1 Unit shall be painted manufacturers standard color.

3.1.7 Advertising:

3.1.7.1 No visible decals or name plates or painted on names representing the manufacturer or model number or trademark shall appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are accepted.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within **120** working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within **90** working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays.
- 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.
- 6.4 Representative Unit for Test:** The successful vendor must (if specified)

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

6.5 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.

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

7. MISCELLANEOUS:

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

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7.2 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.

7.3 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: Eric Brookes
Telephone Number: 304 204 1818
Fax Number: 304 204 1811
Email Address: Brookeseric@Lec1.com

7.4 Operating and Service Manuals and Parts Lists: An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

7.5 Training: Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, troubleshooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

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7.6 Preventative Maintenance & Operator Procedures: Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

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

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

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State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. X Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Leslie Equipment Co.

Signed: [Signature]

Date: 4/27/15

Title: Sales Rep.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Leslie Equipment Co.

Authorized Signature: [Signature] Date: 4/27/15

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27th day of April, 2015.

My Commission expires October 19, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

