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Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	20	Each	One complete unit: Batwing Rotary Mower w/ 3-Point Hitch	\$ 15,876.86	\$ 317,537.20

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

Year: 2017

Make: Schulte

Model: FX1800

Vendor: Walker Machinery

Contact Name: Zach Peters

Contact Phone: 740-285-6495

Contact Email: zpeters@walker-cat.com

06/01/17 11:56:37 AM Purchasing Division



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: 322501

Doc Description: CLASS 135: BATWING ROTARY MOWER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-08	2017-06-01 13:30:00	CRFQ 0803 DOT1700000082	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Cecil I Walker Machinery
 1400 E Dupont Avenue
 Belle West Virginia 25015
 304-949-6400

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 55-0352647

DATE 6-1-2017

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

ADDITIONAL INFORMATION:

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 Class 135 Batwing Style Rotary Mower with 3-point hitch per attached documents.

MANDATORY PRE-BID MEETING:

DATE: MAY 17, 2017
TIME: 10:00am EST

LOCATION:

WV Division of Highways
Equipment Division
83 Brushy Road Crossing
Buckhannon, WV 26201

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701			

Extended Description :

CLASS 135 BATWING ROTARY MOWER w/ 3-point Hitch:

Note: Vendor shall use Exhibit_A Pricing Page for bid pricing.

If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the pricing page and the Exhibit_B information attachment to their bid.

See Section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am on:	2017-05-17
2	Technical Questions due by:	2017-05-22

DOT1700000082	Document Phase Final	Document Description CLASS 135: BATWING ROTARY MOWER	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



1400 DuPont Ave.
 Belle, WV 25015
 www.walker-cat.com

Phone: 800-642-8203

QUOTATION

Quoted To:

WV DOH OAK HILL
 3122 MAIN STREET
 OAK HILL, WV 25901
 USA
 Account - C0022347

Ship To:

WV DOH OAK HILL -DISTRICT 9
 3122 MAIN STREET
 OAK HILL, WV 25901
 USA
 Account - C0022347

Page:	1 of 1
Print Date:	5/31/2017
Quote No.:	QTE000075858-3
Customer Ref:	
Requested Ship:	5/23/2017

This quotation is valid until 6/22/2017, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
 Zach Peters
 zpeters@walker-cat.com

Equipment No.	Serial No.	Make	Description	Qty	Sales Price
		FX1800 SB7			\$15,876.86

Sales Subtotal	\$15,876.86
Sales Tax	\$0.00

Quote Total \$15,876.86

Terms COD

Rentals, sales, and services (collectively, "Transactions") shall be governed by the Company's Terms and Conditions (currently available at www.wayne.com/terms) (the "Terms"). THE TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND THE PARTIES AGREE TO AND INTEND TO BE BOUND BY THE TERMS AS AN INTEGRAL PART OF THEIR AGREEMENT. A hard copy of the Terms is available upon request sent to TermsAndConditions@wayne.com or at any Company location. Should successor websites containing the Terms be established, the Terms will be available through the Company's website at www.wayne.com. The Company may amend the Terms WITHOUT NOTICE to you by posting revised Terms, and you agree to be bound by such amended Terms effective at the time of the Transaction. Except as may be expressly provided in the Terms or written agreement signed by the Company, Transactions are made AS IS and WITH ALL FAULTS. The Terms, among other things, require the WAIVER AND LIMITATION OF SUBSTANTIAL LEGAL RIGHTS. By signing below and/or entering into a Transaction, you acknowledge that you have read, understand, accept, and agree to be bound by the Terms.

Accepted by _____ Date _____

 Signature

SCHULTE

FX-1800/FX-1200 Rotary Cutter



Legendary Schulte Toughness, Economically Priced

- 1 A single domed 7 gauge continuously welded deck. This makes the cutter extremely easy to clean, prevents water pooling and rusting, helps shed debris as you cut and weighs less than double decks.
 - 2 6.5" blade overlap and high blade tip speeds.
- 3 A four gearbox drive line with independent slip clutches. The FX-1800 / FX-1200 utilizes heavy-duty and extremely reliable Bondioli gearboxes. The splitter has 1 3/4" 20 spline input and output shafts and is rated at 260hp. The centre and wing boxes have 1 3/4" 20 spline input shafts, 2 3/8" down shafts and are rated at 210hp.
 - 4 An 80 degree CV shaft allows for smooth power transmission during tight turns. The CV for 540 rpm is a Category 6 and for 1000 rpm is a category 5. The driveline on the cutter itself employs self-adjusting friction clutches to protect your investment and always operate at peak performance. All clutches are located under the main shield for ease of service. An Optional Non CV Equal Angle Hitch is available in 540 RPM.
- 5 Spun formed 7gauge stump jumpers (round skid pans) ensure durability and balance. Optional fixed knife mulching unit available.
 - 6 Available in 540 or 1000 rpm drive.

WORLD CLASS - BUILT TO LAST

FX-1800 / FX-1200

Schulte Cutters are legendary throughout the mowing industry for being the toughest and most dependable. The FX-1800 / FX-1200 continues this renowned tradition at an economical price.

Greaseable hingeline turnbuckles help to reduce wear and aid in long life of the cutter's parallel lifting mechanism.

FX-1800 / FX-1200 side skirts are 13 5/8" deep. This additional room under the deck, along with high blade tip speeds, allows for a better cut and better material flow.

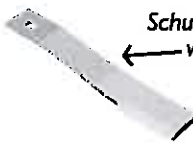
We use extremely strong and durable 517 hubs and spindles with built in metal seal guards on this cutter to tackle any type of terrain.

A one piece center shield allows for easy and full access to drivelines, clutches and gearboxes on the center section.

This cutter has replaceable skid shoes which are made out of 3/8" thick Abrasion Resistant steel.

The center wheel standard is constructed from large 5 9/16" O.D. x 3/8" thick HSS round tubing and the wing wheel standards are made with 4" O.D. X 3/8" thick HSS round tubing.

Schulte has many hitch options including clevis hitch, an adjustable clevis, precision hitch or solid tongue to help create a better fit & reduce wear on your tractor's drawbar.

 Schulte Industries Super Suction 1/2" x 4" blades leave nothing behind. Schulte blades are strengthened through a hardening process which increases the impact strength of the blade. The blade is chamfered around the blade bolt hole to provide a smooth transition of surfaces around the high stress blade bolt area. The blades are also shot peened to induce beneficial compressive surface stresses over the entire length of the blade. This enhances the durability and extends the fatigue life of the blade. The cutting edge is forged giving it a stronger and tougher edge thereby extending the life of the blade.

Schulte Industries exclusive Pentagon Blade Bolt provides maximum anti rotational resistance where the blade is fastened to the stump jumper pans.



All pivot points use 1" greaseable pins.

Deck rings are standard on the FX-1800 / FX-1200. Deck rings protect the cutter deck from the blades rising when obstacles are encountered.

Features



Deck protection rings are standard



Heavy duty cast hinge line with wiper seals



Greaseable adjustable turnbuckles for parallel levelling



13 5/8" frame depth for maximum material flow



Heavy duty drive system for peak performance



Metal seal guards on 517 hubs



Single levelling rod with floating hitch



7 gauge spun formed stump jumper pans

Value • Trust

SOLICITATION NUMBER: CRFQ 0803 DOT1700000082
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000082 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To publish the Agency response to the questions received from Vendors during the Technical Questioning period.
2. To publish the pre-bid sign-in sheet.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0803 DOT1700000082

BATWING ROTARY MOWER

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

1. 3.1.1 Batwing Style Rotary Mower w/3 Point Hitch

Question: Remove 3 point hitch specification.

Answer: We will change this to read: Batwing Style Rotary Mower with hitch.

2. 3.1.1.1 The mower shall be a current model under standard production by the manufacturer, with not less than two years of production and field use.

Question: Will model number change eliminate the bid? I have a supplier that is changing model numbers and slight model improvements late 2017.

Answer: Will change to read: The mower shall be a unit under standard production by the manufacturer, with not less than two years of production and field use with current year updates and improvements.

3. 3.1.2.2 Cutting height shall be 1 inch to 16 inches maximum.

Question # 1: Would cutting heights from 1" to 14" be acceptable?

Question # 2: We would like to request the consideration of change/amendment to the following item on CRFQ 0803 DOT1700000082. 3.1.2.2 Cutting height shall be 2 inch to 14 inches minimum.

Question # 3: Change cutting height from 1-16 inches to 2-17.5 inches.

Answer: We will change this to read: Shall have cutting height minimum adjustments of 2" to 16".

4. 3.1.4.1 Mower hitch shall be a ball type self-leveling hitch clevis with safety tow chains.

Question: Remove ball type hitch from hitch specification. Clevis style is preferred hitch for batwing mowers.

Answer: Leave as written, this is a ball type self-leveling hitch clevis style.

5. 3.1.6.5 Mower wing hinges shall have grease zerks.

Question: Remove specification for zerks on wing hinges. No grease fittings reduces dirt and water contamination to prevent rust and corrosion.

Answer: Leave as written.

6. 3.1.6.7 Mower deck shall be double deck type.

Question # 1: We would like to request the consideration of change/amendment to the following item on CRFQ 0803 DOT1700000082. 3.1.6.7 Mower deck shall be minimum of 7 gage steel.

Question # 2: Mower deck changed from double deck to single dome deck. Reduces areas for dirt and water contamination to prevent rust and corrosion.

Answer: Leave as written.

7. Hydraulics 3.1.8.1 Shall have hydraulic wing lift with spring assist and fold up to a minimum of 90 degrees for transporting.

Question # 1: Would hydraulic wing lift without spring assist be acceptable?

Question # 2: Remove spring assist for hydraulic wing lift. Not common practice for the wings to have spring assist.

Answer: We will change to read: Shall have hydraulic wing lift with spring assist for unfolding and fold up to a minimum of 90 degrees for transporting.

8. 3.1.8.3 Mower shall have hydraulic parking brake.

Question: Remove hydraulic parking brake.

Answer: We will delete line 3.1.8.3

9. Wheels & Suspension 3.1.9.1 Shall have a minimum of 8 wheels with 26 x 9 x 14.5 minimum agricultural tires foam filled.

Question # 1: Would aircraft tire size of 25.5" x 8" x 14" be acceptable?

Question # 2: With the suspension being requested my opinion is there is only one tire configuration that will support the unit(s) being requested, that would be the 26 x 9 x 14.5", 24 PR SD tire.

Question # 3: We would like to request the consideration of change/amendment to the following item on CRFQ 0803 DOT1700000082. 3.1.9.1 Shall have a minimum of 8 wheels with 25.5 x 8 x 14 minimum agriculture tires laminated.

Question # 4: Change tire specification to 24 x 8 x 14 severe duty tire or 25.5 x 8 x 14 ribbed ag tire foam filled.

Answer: Will change to read: Shall have a minimum of 8 wheels with 26 x 9 x 14.5 minimum tire size, severe duty, agricultural tires foam filled with a minimum ply rating of 24.

10. 3.1.9.2 Shall have air cushion with shocks on all 4 pair of tires.

Question # 1: Would a steel spring axle cushion for 4 pairs of tires offering less maintenance over the life of the unit be acceptable?

Question # 2: Remove/change air cushion with shocks, either remove or allow a mechanical suspension with rubber bushings.

Answer: Leave as written.

**PRE-BID CONFERENCE
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT 1700000082 Date: 3/17/17

Project Description: Batwing Rotary Mower

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Bridgeport Equipment + Tool</u>
Firm Address:	<u>435 W. MYLES AVE PENNSBORO, WV 26445</u>
Representative Attending:	<u>RON GARDNER</u>
Phone Number:	<u>304-659-2917</u>
Fax Number:	<u>304-659-3276</u>
Email Address:	<u>rgardner@bridgeportequip.com</u>

Firm Name:	<u>Middleton Tractor Sales</u>
Firm Address:	<u>2050 Boycott FREMONT, W. 26554</u>
Representative Attending:	<u>Phillip A. Conrath</u>
Phone Number:	<u>304-488-6770 (C) 304-366-4690 (OFFICE)</u>
Fax Number:	<u>304-366-4698</u>
Email Address:	<u>pb@middletontractor.com</u>

Firm Name:	<u>Bridgeport Equipment and Tool</u>
Firm Address:	<u>1504 Oakhurst Drive Charleston, WV 25314</u>
Representative Attending:	<u>Chris Walter</u>
Phone Number:	<u>304-744-0555</u>
Fax Number:	<u>304-744-0555</u>
Email Address:	<u>Cwalter@bridgeportequip.com</u>

Firm Name:	<u>JSC Enterprises Inc</u>
Firm Address:	<u>8809 Charleston Rd Spencer, WV 25276</u>
Representative Attending:	<u>Andrea Stricklin</u>
Phone Number:	<u>304-929-4823</u>
Fax Number:	<u>304-929-4823</u>
Email Address:	<u>stricklin@hughes.net</u>

Firm Name:	<u>Bridgeport Equipment + Tool</u>
Firm Address:	<u>1504 Oakhurst Drive Charleston, WV 25314</u>
Representative Attending:	<u>Brandon Nevill</u>
Phone Number:	<u>304-744-0555</u>
Fax Number:	<u>304-744-0555</u>
Email Address:	<u>bnevill@bridgeportequip.com</u>

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

**PRE-BID CONFERENCE
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT 1700000082 Date: 5/17/17

Project Description: Batwing Rotary Mower

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>State Eq</u>
Firm Address:	<u>560 New Goff Mountain Rd</u> <u>Cross Lanes, WV 25313</u>
Representative Attending:	<u>Tim Sapp</u>
Phone Number:	<u>304-776-4405</u>
Fax Number:	<u>304-776-4409</u>
Email Address:	<u>eddie@state-equipment.com</u>

Firm Name:	<u>Schulte Ind.</u>
Firm Address:	<u>PO Box 70</u> <u>Englefield, SK, CAN 50K1N0</u>
Representative Attending:	<u>Galen Harper</u>
Phone Number:	<u>620-874-0530</u>
Fax Number:	<u>-</u>
Email Address:	<u>grh@platypusrd.com</u>

Firm Name:	<u>Land Pride</u>
Firm Address:	<u>1525 E. North St</u> <u>Salina, KS 67402</u>
Representative Attending:	<u>Ned Lewis</u>
Phone Number:	<u>937-725-3168</u>
Fax Number:	<u>304-776-4409</u>
Email Address:	<u>ned.lewis@landpride.com</u>

Firm Name:	<u>Lawrence Equipment</u>
Firm Address:	<u>221 Old River Road</u> <u>Bridgewater Va 22812</u>
Representative Attending:	<u>Steven Michael</u>
Phone Number:	<u>540-515-9670</u>
Fax Number:	<u>540-515-9670</u>
Email Address:	<u>Smichael@lawrenceequipment.net</u>

Firm Name:	<u>Walker Machinery</u>
Firm Address:	<u>1400 E. Dupont Ave</u> <u>Belle WV 25015</u>
Representative Attending:	<u>Zach Peters</u>
Phone Number:	<u>740-285-6495</u>
Fax Number:	<u>740-286-6040</u>
Email Address:	<u>zpetros@walker-eq.com</u>

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 1700600082

Date: 5/17/17

Project Description: Batwing Rotary Mower

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	
Firm Address:	<u>Pam Hall</u>
	<u>WV DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>TODD Campbell</u>
Firm Address:	
	<u>WV DOH.</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Angie Norman</u>
Firm Address:	
	<u>WV DOH.</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

Firm Name:	
Firm Address:	<u>MARCIA Lee</u>
	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT170000082

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Cecil I Walker Machinery

Company


Authorized Signature
6-1-2017

Date

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____
upon award and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 _____ thirty-six (36) _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____

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.

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: 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.

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.

Revised 04/07/2017

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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>.

32. 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.

33. 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. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

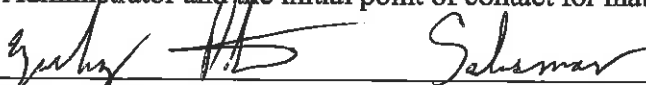
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. 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.

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.



(Name, Title)
Zach Peters, Salesman

(Printed Name and Title)
1400 E Dupont Avenue Belle West Virginia

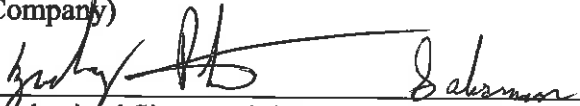
(Address)
740-285-6495, 740-286-6040

(Phone Number) / (Fax Number)
zpeters@walker-cat.com

(email address)

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

Cecil I Walker Machinery

(Company)


(Authorized Signature) (Representative Name, Title)

Zach Peters, Salesman

(Printed Name and Title of Authorized Representative)

6-1-2017

(Date)

740-285-6495, 740-286-6040

(Phone Number) (Fax Number)

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 exceed 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: Cecil I Walker Machinery

Authorized Signature: [Signature] Date: 6-1-2017

State of WV

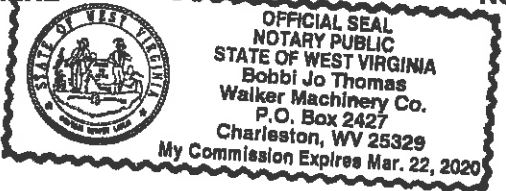
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2017

My Commission expires 3-22-, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Bobbi Jo Thomas]



CRFQ 0803 DOT1700000082
REQUEST FOR QUOTATION
CLASS 135 BATWING STYLE ROTARY MOWER W/3 POINT
HITCH - TRACTOR ATTACHMENT

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 a Class 135 Batwing Style Rotary Mower with 3-point hitch. This is a tractor attachment.
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 **“R.P.M.”** means revolutions per minute.
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 **Batwing Style Rotary Mower w/ 3 Point Hitch**
 - 3.1.1.1 The mower shall be a current model under standard production by the manufacturer, with not less than two years of production and field use.

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REQUEST FOR QUOTATION
**CLASS 135 BATWING STYLE ROTARY MOWER W/3 POINT
HITCH - TRACTOR ATTACHMENT**

3.1.2 Cutting Capacity:

- 3.1.2.1 Cutting widths shall be a minimum of 180 inches.
- 3.1.2.2 Cutting height shall be 1 inch to 16 inches maximum.
- 3.1.2.3 Cutting diameter shall be 4 inches maximum.

3.1.3 Blades:

- 3.1.3.1 Blade thickness shall be 0.5-inch minimum.
- 3.1.3.2 Blades width shall be a minimum of 4 inches.
- 3.1.3.3 Blades shall be suction style with stump jumper.

3.1.4 Hitch:

- 3.1.4.1 Mower hitch shall be a ball type self-leveling hitch clevis with safety tow chains.
- 3.1.4.2 Mower shall have a manual operated jack stand.

3.1.5 Dimension:

- 3.1.5.1 Mower transporting width shall be maximum of 110 inches.
- 3.1.5.2 Mower overall width shall be maximum of 194 inches.

3.1.6 Mower Deck:

- 3.1.6.1 Mower deck shall have front and rear single row safety shield chains.
- 3.1.6.2 Mower deck shall be equipped with three (3) deck rings.
- 3.1.6.3 Mower deck shape shall be dome style design for easier cleaning.
- 3.1.6.4 Mower deck thickness shall be the heaviest available by manufacturer bid.
- 3.1.6.5 Mower wing hinges shall have grease zerks.
 - 3.1.6.5.1 minimum of 1 inch hinge diameter.
- 3.1.6.6 Mower wings shall be designed to float for uneven terrain.
- 3.1.6.7 Mower deck shall be double deck type.

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REQUEST FOR QUOTATION
CLASS 135 BATWING STYLE ROTARY MOWER W/3 POINT
HITCH - TRACTOR ATTACHMENT

3.1.6.8 Mower deck shall have bolt on replaceable skid shoes.

3.1.6 Driveline:

3.1.7.1 Driveline shall be category five minimum , 5,540 RPM minimum, splined telescoping design with no-seize slip clutch.

3.1.7 Hydraulics:

3.1.8.1 Shall have hydraulic wing lift with spring assist and fold up to a minimum of 90 degrees for transporting.

3.1.8.2 Wings must have transport lockout device.

3.1.8.3 Mower shall have hydraulic parking brake.

3.1.8 Wheels and Suspension:

3.1.9.1 Shall have a minimum of 8 wheels with 26 x 9 x 14.5 minimum agricultural tires foam filled.

3.1.9.2 Shall have air cushion with shocks on all 4 pair of tires.

3.1.9.3 Suspension shall have a hydraulically height leveling adjustment.

3.1.9 Lights and Safety:

3.1.9.1 Mower shall have factory stop, tail, and turn signal lighting.

3.1.9.2 Mower shall have slow moving triangle.

3.1.10 Paint:

3.1.10.1 Shall be painted manufacturer's standard color.

3.1.11 Warranty

3.1.11.1 Shall have a minimum of a one (1) year parts and labor warranty.

3.1.11.2 Minimum five (5) year warranty on all gearboxes.

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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.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting their quoted Unit Price. Vendor should take Estimated Quantity and multiply by Unit Price to get Total Price for their bid. The pricing page has been provided as an Excel document and formatted to calculate the total bid when the Unit Price has been entered. It is the vendor's responsibility to ensure the calculation for their bid is correct before submitting. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

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

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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) 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.

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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.

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: Zach Peters
Telephone Number: 740-285-6495
Fax Number: 740-286-6040
Email Address: zpeters@walker-cat.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, trouble-shooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

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

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

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.

8. VENDOR DEFAULT:

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

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

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

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

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedy shall be available to Agency upon default.

8.2.1 Immediate cancellation of the contract.

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

8.2.3 Any other remedies available in law or equity.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Cecil I Walker Machinery

Signed: 

Date: 6-1-2017

Title: Salesman

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