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## Header 3

List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 566300

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Procurement Type: Central Master Agreement

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Solicitation Description: ADDENDUM 1 HYDRAULIC TRACK EXCAVATOR (7019EC11)

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Total of All Attachments: 3



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

State of West Virginia  
Solicitation Response

Proc Folder : 566300

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Date issued	Solicitation Closes	Solicitation Response	Version
	2019-06-18 13:30:00	SR 0803 ESR06061900000005674	1

VENDOR

VS0000019091

DOOSAN INFRACORE NORTH AMERICA LLC

Solicitation Number: CRFQ 0803 DOT1900000115

Total Bid : \$2,707,440.00

Response Date: 2019-06-14

Response Time: 16:43:36

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HYDRAULIC TRACK EXCAVATOR	20.00000	EA	\$135,372.000000	\$2,707,440.00

Comm Code	Manufacturer	Specification	Model #
22101526			

Extended Description :	HYDRAULIC TRACK EXCAVATOR

**Comments:** DX140LC-5-US40



## WHEEL LOADERS 2.5 – 4.0 YD<sup>3</sup>

# DOOSAN<sup>®</sup>



	Bucket Capacity Heaped, ISO / SAE	Operating Weight	Rated Power Gross
<b>DL200-5</b>	2.6 yd <sup>3</sup> (2.0 m <sup>3</sup> )	25,795 lb. (11,700 kg)	142 hp (106 kW)
<b>DL200TC-5</b>	2.6 yd <sup>3</sup> (2.0 m <sup>3</sup> )	26,220 lb. (11,895 kg)	142 hp (106 kW)
<b>DL220-5</b>	3.0 yd <sup>3</sup> (2.3 m <sup>3</sup> )	27,381 lb. (12,420 kg)	160 hp (119 kW)
<b>DL250-5</b>	3.3 yd <sup>3</sup> (2.5 m <sup>3</sup> )	30,115 lb. (13,660 kg)	172 hp (128 kW)
<b>DL250TC-5</b>	3.3 yd <sup>3</sup> (2.5 m <sup>3</sup> )	31,592 lb. (14,330 kg)	172 hp (128 kW)
<b>DL280-5</b>	3.7 yd <sup>3</sup> (2.8 m <sup>3</sup> )	34,262 lb. (15,541 kg)	172 hp (128 kW)



# **WHEN YOU CHOOSE DOOSAN**

as your heavy equipment brand, you'll have the backing of a strong, global organization – with benefits that extend far beyond the capabilities of a new machine.





### **STRONG BRAND**

Doosan began in 1896. Its heritage in excavators goes back to 1978. Wheel loader production began in 1992, while the company's first articulated dump truck was designed in 1972. Throughout its years in the heavy equipment industry, Doosan has listened to its North American customers, making many improvements – and developing new machines – as a result of feedback from owners and operators. From 2005 to 2015, Doosan grew from its position as the seventh-largest construction equipment manufacturer in the world to the fifth-largest.

### **STRONG DEALERS**

Doosan serves you in partnership with its dealers – and similarly, your Doosan dealer is intended to be a trusted partner for you. Whether it's Doosan® parts, authorized service and maintenance, or even advice on how to get more value from your machine, Doosan dealers are behind you on every job.

### **STRONG EQUIPMENT**

Doosan products are known for reliably exceeding customers' most demanding expectations. It's why we're one of the fastest-growing heavy equipment brands in North America. Doosan offers crawler excavators, wheel excavators, compact excavators, wheel loaders, articulated dump trucks, log loaders, material handlers and a variety of job-matched attachments – all designed to perform in the most difficult working conditions.

### **STRONG NORTH AMERICAN OPERATIONS**

Doosan has built a solid infrastructure to support your equipment. It includes parts distribution in Illinois and Ontario, service training and product management in Georgia, sales training and The Real Operation Center (ROC) customer experience facility in Arizona, plus attachment design and development in Minnesota.

### **STRONG WARRANTY**

Customers choose the months and hours of coverage in their transferable warranty. Options include a standard warranty of 12 months or up to 1,500 hours (depending on the machine) or up to the five-year, 7,500-hour Elite Assurance™ coverage for the powertrain only, the powertrain plus hydraulics or the full machine.



## PERFORMANCE

Even the most brutal workday looks better from the seat of your Doosan wheel loader. Here you command tremendous lift height and capacity, plus enough torque to bite into the toughest materials. Scoop, carry material, load trucks and even run attachments. Cut long days and tough jobs down to size in a hurry – and do it profitably – in a Doosan wheel loader.



### Optimized Engine Horsepower

A finely tuned horsepower curve and higher torque ensure you can move mountains of material fast. A high pressure common rail fuel injection system and cooled exhaust gas recirculation (CEGR) valve reduce emissions.



### Outstanding Traction and Pushing Power

Doosan axles are carefully designed to maximize traction, provide easy maneuverability and generate excellent pushing power, making short work of even the biggest pile.

**Limited Slip Differential** allows the wheel with the most traction to receive the proper torque, providing superior tractive effort and maneuverability in tough terrain.

*Images of Doosan wheel loaders may show other than standard equipment.*





### Lift Capacity

There's no secret to doing more work in less time. You have to quickly and efficiently handle the biggest, heaviest load that you can. With its load-sensing, closed center hydraulics, Doosan wheel loaders deliver superior lift capacities for every model size.

**Self-Adjusting Brakes** increase performance and minimize maintenance. If needed, a technician can easily check the brakes and adjust externally. The brake piping is safely integrated with the axle housing and protected from jobsite debris.

**Optional Front-Locking Differential** locks the front left and right wheels together, providing superior traction for driving over loose, slippery terrain or pushing into big, heavy piles (DL220-5, DL250-5, DL250TC-5 and DL280-5 only).

### Power Modes

Choose from three different power modes to change machine performance for job conditions or reduce fuel consumption.

**Power Mode** delivers the highest level of performance for quick loading and fast travel. Finish more heavy-duty work in less time.

**Normal Mode** is ideal for general work conditions and optimal fuel consumption.

**Economy Mode** minimizes fuel consumption and reduces engine sound levels, providing for comfortable, economical light-duty work.

### Planetary Final Drives

The planetary final drives transfer torque to the wheels through the transmission and differential. They enable higher travel speeds and greater torque. The outboard, hub-mounted design makes maintenance easy.





Productivity is what it's all about – and Doosan delivers. Whether you're loading a small truckload or moving a mountain of material, your Doosan wheel loader will have you feeling good about the results at day's end.



## Fast Cycle Times

Speed and control are the keys to optimal production. Doosan wheel loaders are engineered to perfectly balance both. Durable, low-maintenance vane pumps deliver the power you need to complete every job quickly.

### Tier 4 (T4) Compliant

Optimized to provide more power output with reduced fuel consumption, Doosan wheel loaders are designed with T4 compliant engines to reduce air pollution.



### Cooled Exhaust Gas Recirculation (CEGR)

CEGR recycles a portion of the engine exhausts to reduce oxygen (O) and lower the temperature in the combustion chamber. This reduces nitrogen oxide (NO<sub>x</sub>) emissions.

### Diesel Oxidation Catalyst (DOC)

In the DOC, carbon monoxide (CO) and particulate matter (PM) emissions are transformed into harmless water (H<sub>2</sub>O) and carbon dioxide (CO<sub>2</sub>).

### Evaporative Module

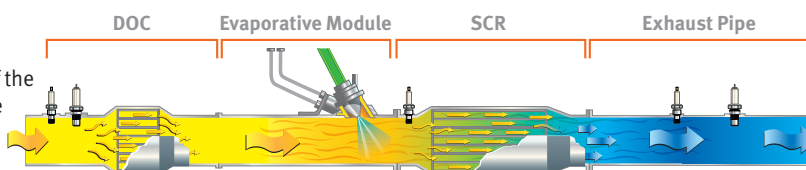
In the evaporative module, or mixing pipe, diesel exhaust fluid (DEF) solution is injected in small doses and mixed with hot exhaust gases, decomposing it into urea (CO(NH<sub>2</sub>)<sub>2</sub>) and water vapor, which then catalyzes into carbon dioxide and ammonia (NH<sub>3</sub>).

### Selective Catalytic Reduction (SCR)

In the SCR canister, nitrogen oxide mixes with ammonia, and a chemical reaction takes place, resulting in nitrogen (N) and water vapor emitting from the system. The SCR canister also acts as the silencer or muffler.

### Diesel Exhaust Fluid (DEF)

DEF is a solution of pure urea and deionized water. A minimum level of DEF is required for proper machine operation, and the DEF supply tank is heated for proper operation in cold weather. DEF is available from your Doosan dealer in various container sizes.







### Auto Idle

The standard auto idle feature automatically reduces the engine rpm to standby idle a few seconds after the steering wheel, gearshift control lever and accelerator cease movement. This reduces noise, improves jobsite communications and saves fuel. When you move the controls, the loader automatically returns to working idle.

### FNR Joystick

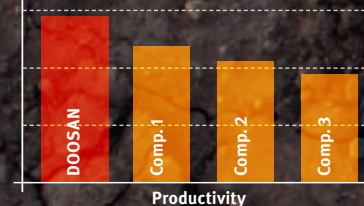
Direction changes don't get any simpler. Just push the joystick buttons to switch between forward, neutral and reverse without even removing your hands from the controls.

### Optional Load Isolation System

The load isolation system, sometimes referred to as ride control, cushions the lift arm while traveling over rough terrain, minimizing the loss of material while carrying a load and reducing operator fatigue. It also comes in handy when your customers pay for material by the bucket.



### FUEL EFFICIENCY DOOSAN VS. COMPETITORS



### Fuel Efficiency

Fuel use is a significant cost of operation, and Doosan efficiently delivers more work for the money. In our fuel efficiency tests against equivalent machines from other manufacturers, the Doosan wheel loader consistently moves more material per gallon of fuel.



## Lift Arm Options

**Z-Bar Lift Arm Linkage** is designed for heavy lifting in loading applications, with geometry that enables rapid bucket movement and proper angle positioning in every situation.



### Standard Lift vs. High Lift

**Standard Z-Bar Linkage** has excellent breakout forces for easier digging and penetration into tough materials. It increases the lifting capacity of every Doosan loader for best-in-class performance.

**Optional High-Lift Z-Bar Linkage** is designed for applications requiring the highest possible dumping height and reach. It's ideal for cement plants, scrap, mulch or wastewater transfer stations.



**Parallel Lift Linkage** is designed to give you precise control over the movement of buckets, pallet forks and other attachments in applications other than loading. This design keeps the attachment level, allowing for faster lifting and placing of materials.

#### **Optional Hydraulic Coupler**

This feature increases your productivity with non-hydraulic attachments, such as the pallet fork, saving you time by enabling you to switch from one attachment to the next without even leaving the cab.



#### **Return to Dig**

Sensors on the lift arm and bucket linkage allow you to change your “return to dig” setting from inside the cab. The cylinders and cutting edge return to the same position every time, enabling more efficient, consistent work.

#### **Lift Kickout**

Set the maximum lift height for working inside buildings or other areas with height restrictions. Simply pull back on the control stick to override.



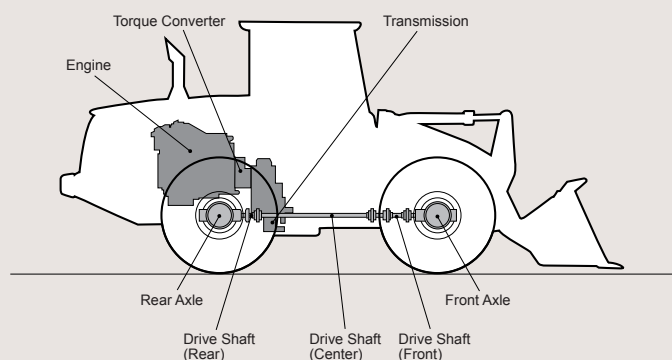
Whether you're loading a small truckload or moving a mountain of material, Doosan delivers amazing results in less time.



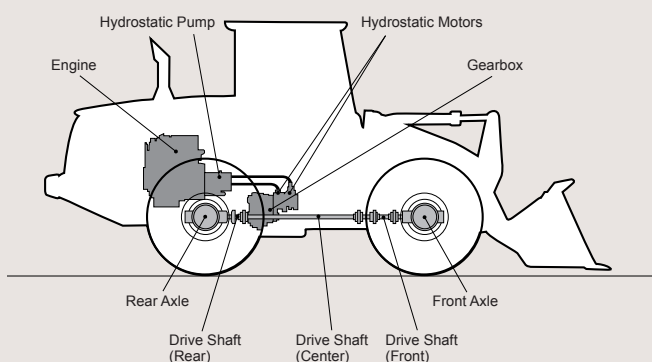
### Driveline Comparison

The drive shafts and axles\* visually remain similar between the two driveline designs; however, the torque converter and four-speed transmission is replaced by a hydrostatic pump and two hydrostatic motors along with a gearbox.

#### *Torque Converter Transmission*



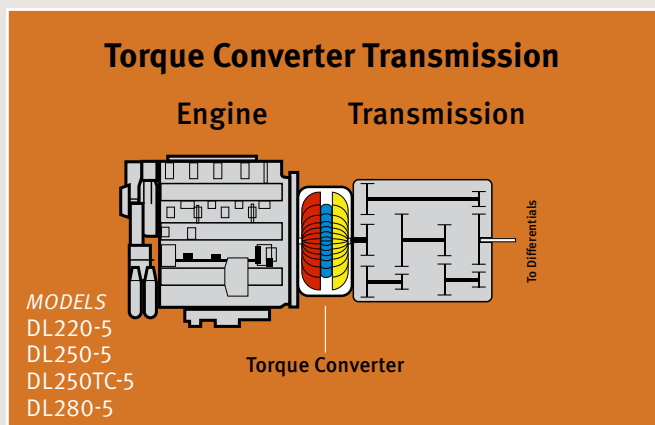
#### *Hydrostatic Drive System*



*\*Front and rear differential configurations may differ between the two systems based on options selected.*

### Torque Converter Transmission

The automatic powershift torque converter transmission in the DL220-5, DL250-5, DL250TC-5 and DL280-5 is optimized with engine power providing efficiency in load and carry operations. With four gears and three drive modes, the operator has the flexibility to configure the machine to the application. A transfer case is eliminated as the inter-axle differential is integrated in the transmission housing.



### Transmission Mode

Choose from three transmission modes – manual, auto 1-4 and auto 2-4 with manual kickdown – to match the working conditions you face, and tailor performance for better productivity.

**Transmission Optimization** is a key feature of the automatic transmission modes. It calibrates different shift points to tailor the amount of power and engine torque per gear. When you engage either auto 1-4 or auto 2-4 in power mode or normal mode, the transmission shift point occurs 20 percent later – allowing more torque and power within each gear range. In economy mode, the automatic transmission shifts 20 percent earlier for increased fuel efficiency.

**Manual** is ideal when the job requires precise speed control.

**Auto 1-4** automatically shifts up when you need more speed and downshifts when the job demands more power or torque. It's excellent for heavy-duty applications.



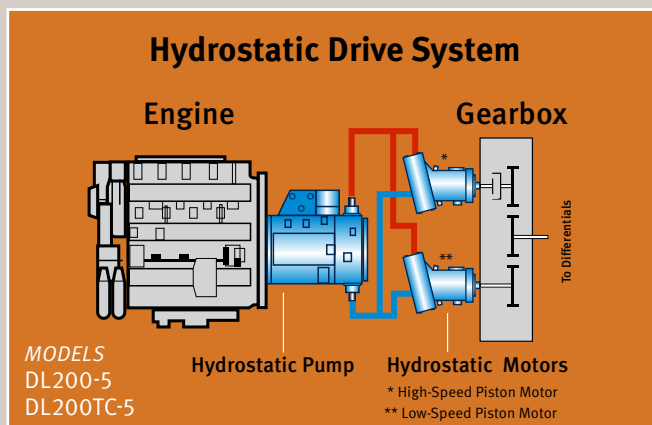
**Auto 2-4 with Manual Kickdown** gives you automatic shifting between gears 2 through 4, with a manual downshift into first gear when you need it. It provides the best performance for less demanding work conditions.

### Transmission Cutout

Need more engine power for lift arm speed? In lower gears, simply depress the left brake pedal to disengage the transmission. Disengage transmission cutout with your switch panel to start moving on an incline with greater ease.

### Hydrostatic Drive System

The new hydrostatic drive system in the Doosan DL200-5 and DL200TC-5 delivers higher performance at lower engine rpm, which also improves fuel efficiency. Additional features include the ability to control the traction characteristics and configure speed management to increase your productivity, and dynamic braking that automatically slows the machine and reduces wear on the brakes.



### Single Pump, Dual Motor Hydrostatic System

A single hydrostatic pump directs oil flow to two separate hydrostatic piston motors: one low-speed and one high-speed. These motors are connected to a gearbox that seamlessly transfers power to the driveline from the low-speed or high-speed motor, depending on the demands of the job. If the task demands it, both can power the driveline together. This provides optimal power at all times and automatic torque delivery to the driveline in every kind of application.

### Traction Control Management

With traction control management, three modes allow you to easily match traction to the jobsite conditions, so you can prevent wheel slippage while digging, stockpiling and loading.

**Max** provides maximum traction force.

**Traction Control** allows you to choose from three intermediate levels of traction force.

**Slip** is optimized primarily for slippery roadway conditions.

To instantly return to the max traction mode, just press the kick-down button on the joystick control or directional control lever.

### Speed Management

A variable speed control feature allows you to obtain full engine rpm for optimal lift arm and hydraulic attachment performance while fine-tuning the maximum machine travel speed in the first gear range. This gives you precise travel control without sacrificing hydraulic power for the job.



## ***DURABILITY / RELIABILITY***

Doosan builds its machines so they're ready to work when you are. Whether it's solid construction, heavy-duty parts and materials, or innovative features that keep you on the job with fewer service intervals, your wheel loader ranks among the toughest and most profitable in the industry.



When you get up close to a Doosan wheel loader, you can see that this machine is built to last. With heavy-duty parts, quality materials and superb construction, you can rely on performance, productivity and profit day after day. Plus, innovative designs keep you on the job with fewer service intervals – so you spend less time in the shop.







### Thick Lift Arm Plates

Thick, solid-steel lift arm plates provide maximum durability in harsh conditions – along with improved lift capacities. A narrower arm design overall increases your visibility.

### Tough, Rigid Frame

Each frame section is designed to maximize the life of the machine. Thick steel plates, cross members and gussets join to form a strong, durable articulation joint that stands up to years of difficult work.



### Double Roller Articulation Joint Bearing

To create an articulation pivot point with superior strength, tough double roller bearings are used at both the top and bottom hinge points between the front and rear frames.



### Large Center Driveline Bearing

An oversized bearing, that is vented to prevent over greasing, increases durability of the front drive shaft.



### All-Steel Panels

Access panels on Doosan wheel loaders allow easy maintenance access, and they're made of durable formed metal to protect critical engine, hydraulic and electrical components.



### Lift Arm Pin Protection

Lift arm pins are protected with bushings and dust covers to increase pin life and reduce maintenance.

### Variable Speed Cooling Fan

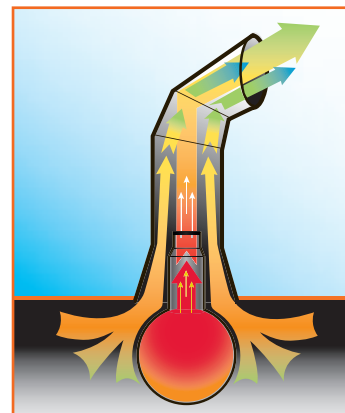
The variable speed fan slows and speeds up as required by the work demands of your loader. In lighter-duty conditions, the coolant temperature is low and the fan slows – saving fuel and extending the life of your cooling system.

### Reversible Cooling Fan

By pressing a console switch, the cooling fan can be reversed to assist in keeping the cooling system clean in extremely dusty applications. Press it to keep the machine running at optimal temperature. You can also set it to auto reverse for a few minutes at a time at different intervals – at 30, 60, 90 or 120 minutes depending on work conditions.

### Separate Cooling and Engine Compartments

Doosan isolates the wheel loader engine from the cooling system. This design increases cooling capacity and extends the life of your engine components.



### Exhaust Heat Exchanger

As exhaust leaves the muffler on your Doosan wheel loader, it enters a larger external riser pipe with rain shield. This design creates a vacuum that pulls hot air out of the engine compartment, making your engine and cooling system run more efficiently.



## COMFORT

You can't overlook the relationship between comfort and productivity. That's why comfort is central to the Doosan cabin design. It's packed with high-end comfort that enables you to retain a team of productive, experienced and satisfied employees.

### Quiet Operation

Operators stay relaxed and focused on the job with a quiet operating environment. Noise levels in the cabin stay below a comfortable 72 decibels thanks to the variable speed cooling fan, double-walled muffler, soundproof materials throughout the engine compartment, and tightly sealed and pressurized cabin.

### Excellent Visibility

Large front and rear glass surface areas provide an excellent view to the loader workgroup and jobsite. Narrow corner pillars and small window joints increase visibility to the front of the machine. Heated mirrors provide visibility to the sides and rear of the machine, even in cold temperatures.

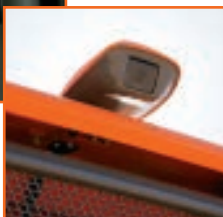
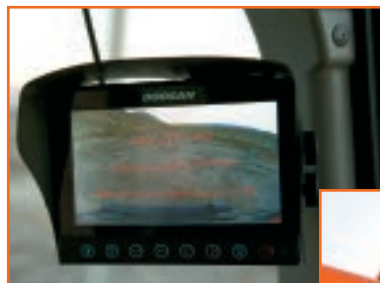


### Easy Entry and Exit

Grab handles and offset steps with slip-resistant surfaces provide easy access to the cabin and easy exit when work is finished. A 180-degree swinging door that can lock to the open position provides a wide opening to move in and out of the machine. Inside, ample floor space gives you room to work and exceptional comfort.

### Ergonomic Controls

From the steering wheel and joystick to the switches for optional equipment, all controls are located within easy reach for intuitive, easy operation.



### Optional Rearview Camera

Provides the operator with an additional means to view the machine's surroundings, allowing for increased productivity.

### Automotive-Style Heat and Air Conditioning

Stay comfortable all year with high-capacity heating and cooling vents and an easy-to-control temperature. Automatic temperature control senses and adjusts to the temperature setting automatically. A memory function returns it to your preferred temperature if you shut the machine off and restart later.

### Easy-to-Read LCD Display Panel

An easy-to-read LCD display panel is placed within easy view for monitoring critical machine data and receiving machine warnings.



### Standard Radio with CD Player and MP3 Port

Tune into your favorite over-the-air stations, or take your favorite digital music format with you to work, to make every hour on the job more enjoyable.

### Adjustable Comfort

The standard air suspension seat has multiple adjustment points, allowing you to select the most comfortable position.

- A Seat Height
- B Seat Fore/Aft
- C Back Recline
- D Lumbar Support
- E Armrest Angle
- F Seat Heater (Opt.)
- G Headrest Up/Down





## EASY MAINTENANCE

If it's easy to do, regular maintenance gets done – and you'll get more production and efficiency from your loader. That's how Doosan approaches maintenance. First, we build the machine tough for long-lasting performance and longer service intervals. Next, we make machine care second nature to every operator with centrally located maintenance points, onboard diagnostic systems and easy component access. If you want durability and simple maintenance, Doosan delivers.



### Easy Component Access

Big, easy-to-open access covers and fold-up panels provide fast, ground-level access to critical engine and hydraulic components. When it's easy to reach and service components, you save time on maintenance and reduce your operating costs.



# DOOSAN<sup>®</sup>

## CONNECT<sup>®</sup>

Durable monitoring hardware is built into your Doosan machine, and it collects reliable, accurate and robust data with every minute of operation. The data is uploaded automatically to the Doosan Connect online system using dual-mode communications (cellular and satellite) for maximum coverage. Your designated users can monitor the machine status from anywhere using the Doosan Connect website and mobile application.

*Key benefits include:*

- Critical code awareness or proactive service
- Preventative maintenance planning
- Operational efficiency management
- Location visibility



### Sight Glass for Major Fluid Levels

Sight glasses on the machine provide quick, easy fluid-level checks. All it takes is a quick visual check to know if your fluid reservoirs are properly filled.



### Centralized Remote Hydraulic Diagnostic Ports

You can review pressure and troubleshoot hydraulic issues from one check port bank. In minutes you can review pilot charge, brake system charge, load sensing, steering system, fan and steering pressures, along with the main relief setting.



### Color-Coded, Labeled Wiring and Hydraulic Hoses

Strategically labeled wiring enables plug-and-play installation of electrical accessories, such as the rotating beacon. It also allows quicker, easier electrical troubleshooting of the electrical and hydraulic systems.

### Self-Diagnostics

The LCD monitor helps you monitor critical systems in real time. Plus, you can access historical machine alerts right from the screen in the cabin.



### Doosan Monitoring System with Laptop Access

The Doosan Monitoring System is a diagnostic program that gives your dealer's technician a direct communications link with your wheel loader. During operation, it monitors all critical data and provides a complete history of operation and a real-time log of machine failures. Armed with information like this, your dealer service personnel can fix issues fast – and you can get back to work.

### Remote Drain Ports

Easy-to-access remote drain valves make for fast, convenient exchanges of engine oil and cooling system coolant.



### Remote Grease Points

For a long-lasting machine, daily maintenance is critical. Remote grease points make it easier to lubricate hard-to-reach pins on the lift arm and articulation system. Daily greasing happens on the ground – and it's more likely to get done.



Do more with your machine. Doosan wheel loaders are optimized for attachment versatility – bringing you more opportunities to utilize your equipment investment, and possibly enabling you to expand your business. Our tough attachments are matched to your machine's operator weight and load settings – so you can rely on epic productivity with every job.



### Selectable Engine Power Modes

The Doosan wheel loader has three engine power modes – economy, normal and power – to further adapt your loader's performance to the application and deliver the right balance of power and fuel economy.

### Standard Attachment Hydraulics

For hydraulic attachments, like the multi-purpose bucket, an auxiliary spool comes standard. No extra installation required. Hydraulic lines down the boom are optional.







#### **Optional Quick Coupler**

Quickly change many of your wheel loader's non-hydraulic attachments without leaving the seat. A four-point style pick-up means you can hook up attachments easily, even on irregular terrain.

#### **Boom Float**

The boom float allows your bucket to follow the ground contours, which saves you time and increases productivity when backdragging during snow removal.



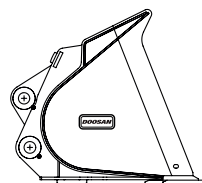
## General Purpose Bucket



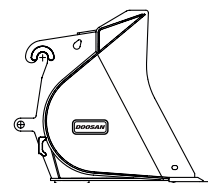
With a sloped bottom for maximum filling and material retention, this is the perfect bucket for day-to-day material handling. Capacities range from 4 to 6.5 yd<sup>3</sup>.

Available for DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5 and DL280-5 wheel loaders. All available with bolt-on cutting edge or teeth.

Pin-On



Quick Coupler



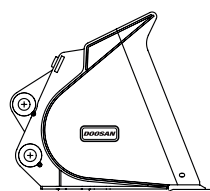
## Light Material Bucket



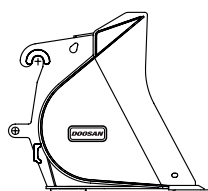
When you need to move snow, mulch or other light material in a hurry, the light material bucket is the economical choice. Comes standard with bolt-on cutting edge.

Available for DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5 and DL280-5 wheel loaders. All available with bolt-on cutting edge.

Pin-On



Quick Coupler



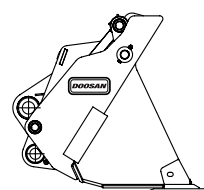
## Multi-Purpose Bucket



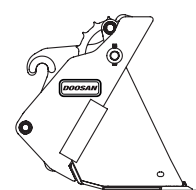
Leveling, dozing, digging, grappling, loading and dumping – this multi-purpose bucket is ready for whatever you've got. Capacities range from 3.5 to 4 yd<sup>3</sup>.

Available for DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5 and DL280-5 wheel loaders. All available with bolt-on cutting edge or teeth.

Pin-On



Quick Coupler

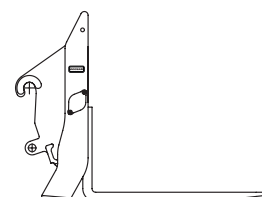


## Pallet Fork



Easily lift, carry and place materials. Available with 48" or 60" tines for DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5 and DL280-5 wheel loaders.

Quick Coupler



Quick couplers are available in two designs – JRB and ISO style.

For more information on Doosan attachments, refer to the Doosan Wheel Loader Attachment literature.



## General Specs

		DL200-5 Standard (US10)	DL200TC-5 Tool Carrier (US10)	DL220-5 Standard (US10)	DL250-5 Standard (US10)	DL250TC-5 Tool Carrier (US10)	DL280-5 Standard (US10)
<b>ENGINE</b>							
MAKE		Perkins	Perkins	Doosan	Doosan	Doosan	Doosan
MODEL		1204F	1204F	DL06	DL06	DL06	DL06
NUMBER OF CYLINDERS	INLINE	4	4	6	6	6	6
RATED POWER, GROSS (per SAE J1995)	hp (kW) @ rpm	142 (106) @ 2200	142 (106) @ 2200	160 (119) @ 2100	172 (128) @ 2100	172 (128) @ 2100	172 (128) @ 2100
MAXIMUM TORQUE, GROSS (per SAE J1995)	ft.-lb. (kgf-m) @ rpm	413 (57) @ 1400	413 (57) @ 1400	542 (75) @ 1400	593 (82) @ 1400	593 (82) @ 1400	593 (804) @ 1400
PISTON DISPLACEMENT	in. <sup>3</sup> (L)	269 (4.4)	269 (4.4)	360 (5.9)	360 (5.9)	360 (5.9)	360 (5.9)
BORE AND STROKE	in. x in. (mm x mm)	4.1" x 5" (105 x 127)	4.1" x 5" (105 x 127)	3.9" x 4.9" (100 x 125)	3.9" x 4.9" (100 x 125)	3.9" x 4.9" (100 x 125)	3.9" x 4.9" (100 x 125)
STARTER	V, hp (kW)	24, 7.4 (5.5)	24, 7.4 (5.5)	24, 8 (6)	24, 8 (6)	24, 8 (6)	24, 8 (6)
BATTERY (2)	V, AH, CCA	2x12, 100, 900	2x12, 100, 900	2x12, 100, 900	2x12, 100, 900	2x12, 100, 900	2x12, 100, 900
ALTERNATOR	V, amp	24, 85	24, 85	24, 80	24, 80	24, 80	24, 80
AIR CLEANER		Double Element	Double Element	Double Element	Double Element	Double Element	Double Element
<b>HYDRAULICS</b>							
MAIN PUMPS	gpm (L/min.)	49 (184)	49 (184)	41 (155)	41 (155)	41 (155)	55.5 (210)
SYSTEM PRESSURE (WORK)	psi (kg/cm <sup>2</sup> )	3190 (224)	3190 (224)	3626 (255)	3843 (270)	3843 (270)	3843 (270)
SYSTEM PRESSURE (STEER)	psi (kg/cm <sup>2</sup> )	2830 (199)	2828 (199)	2828 (199)	3843 (270)	3843 (270)	3843 (270)
BOOM SPEED	UP (UNLOADED)	sec.	5.7	5.1	6	6	6.3
	DOWN	sec.	3.6	4.2	3.5	3.7	3.2
BUCKET SPEED	CROWD (UNLOADED)	sec.	1.6	3	1.9	1.9	2.1
	DUMP	sec.	1.6	2.6	1.2	1.4	1.3
<b>ENVIRONMENT</b>							
SOUND LEVEL (per ISO 6394)	dB(A)	102	102	102	101	101	103
CABIN SOUND LEVEL (per ISO 6394)	dB(A)	70	70	71	71	71	72
<b>TRANSMISSION SPEEDS</b>							
TRAVEL SPEED - FORWARD (4)	mph (km/h)	8/8/12/24 (13/13/20/38)	8/8/12/24 (13/13/20/38)	4.3/8/15/24.2 (7/12.8/24.2/39)	4.1/7.4/14.3/23.5 (6.6/11.9/23/37.8)	4.1/7.4/14.3/23.5 (6.6/11.9/23/37.8)	3.9/7.7/14.4/22.1 (6.3/12.4/23.1/35.5)
TRAVEL SPEED - REVERSE (3)	mph (km/h)	8/8/12 (13/13/20)	8/8/12 (13/13/20)	4.6/8.4/15.8 (7.4/13.5/25.4)	4.3/7.8/15 (6.9/12.5/24.2)	4.3/7.8/15 (6.9/12.5/24.2)	4.1/8.1/15 (6.6/13.1/24.2)
MAXIMUM GRADE	% (°)	55 (29)	55 (29)	58 (30)	58 (30)	58 (30)	58 (30)
<b>REFILL CAPACITIES</b>							
FUEL TANK	gal. (L)	45 (172)	45 (172)	58.6 (222)	58.7 (222)	58.7 (222)	58.7 (222)
DIESEL EXHAUST FLUID TANK	gal. (L)	5 (19)	5 (19)	8.3 (31.5)	8.3 (31.5)	8.3 (31.5)	8.3 (31.5)
COOLING SYSTEM (RADIATOR)	gal. (L)	8.5 (32)	8.5 (32)	10.6 (40)	10.6 (40)	10.6 (40)	8.3 (31.6)
ENGINE OIL	gal. (L)	2.8 (10.5)	2.8 (10.5)	7.1 (27)	7.1 (27)	7.1 (27)	7.1 (27)
TRANSMISSION	gal. (L)	—	—	8 (30)	8 (30)	8 (30)	9.8 (37)
GEARBOX	gal. (L)	0.7 (2.7)	0.7 (2.7)	—	—	—	—
FRONT AXLE	gal. (L)	4 (15)	4 (15)	5.7 (21.5)	9.3 (35)	9.3 (35)	9.2 (35)
REAR AXLE	gal. (L)	3.5 (13.3)	3.5 (13.3)	5.7 (21.5)	6.1 (23)	6.1 (23)	6.1 (23)
HYDRAULIC SYSTEM	gal. (L)	34.1 (129)	34.1 (129)	31.7 (120)	31.7 (120)	31.7 (120)	31.7 (120)
<b>HYDRAULIC CYLINDERS</b>							
STEERING (2)	BORE x ROD x STROKE	in. x in. x in. (mm x mm x mm)	2.8" x 1.4" x 14.4" (70 x 35 x 366)	2.8" x 1.4" x 14.4" (70 x 35 x 366)	2.8" x 1.8" x 16.7" (70 x 45 x 425)	2.8" x 1.8" x 16.7" (70 x 45 x 425)	2.8" x 1.8" x 16.7" (70 x 45 x 425)
LIFT (2)	BORE x ROD x STROKE	in. x in. x in. (mm x mm x mm)	4.9" x 3.0" x 26" (125 x 75 x 669)	4.3" x 3.0" x 31" (110 x 75 x 790)	4.5" x 3.0" x 31.1" (115 x 75 x 790)	4.5" x 3.0" x 31.1" (115 x 75 x 790)	5.3" x 3.1" x 31.1" (135 x 80 x 790)
BUCKET (1) *	BORE x ROD x STROKE	in. x in. x in. (mm x mm x mm)	5.1" x 2.9" x 20" (130 x 75 x 509)	4.1" x 2.6" x 33" (105 x 65 x 843)*	5.1" x 3.1" x 20.3" (130 x 80 x 515)	5.1" x 3.1" x 20.3" (130 x 80 x 515)	4.1" x 2.6" x 34.7" (105 x 65 x 881)*

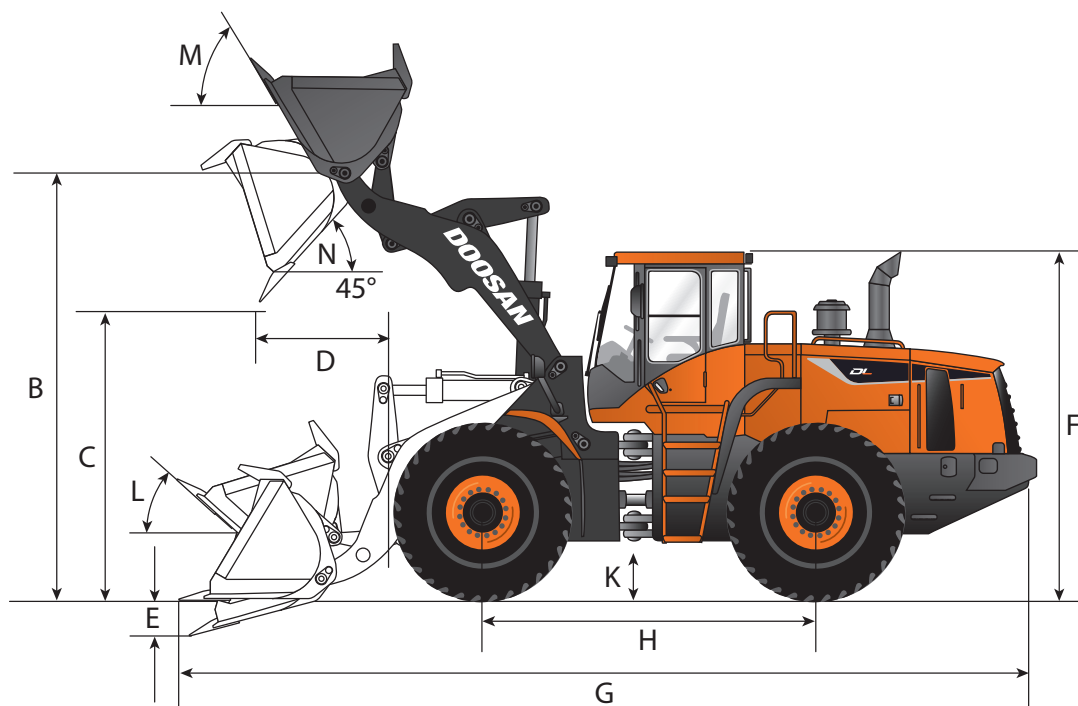
\* The DL200TC-5 and DL250TC-5 have TWO bucket cylinders.

NOTE — Where applicable, dimensions are in accordance with Society of Automotive Engineers (SAE) and ISO standards. Specifications and design are subject to change without notice. Pictures of Doosan wheel loaders may show other than standard equipment. All dimensions are shown in inches. Respective metric dimensions are enclosed by parentheses. Doosan Construction Equipment is manufactured with a Quality Management System that is in compliance with ISO 9001:2008.

All dimensions are given for Doosan wheel loaders equipped with standard tires.

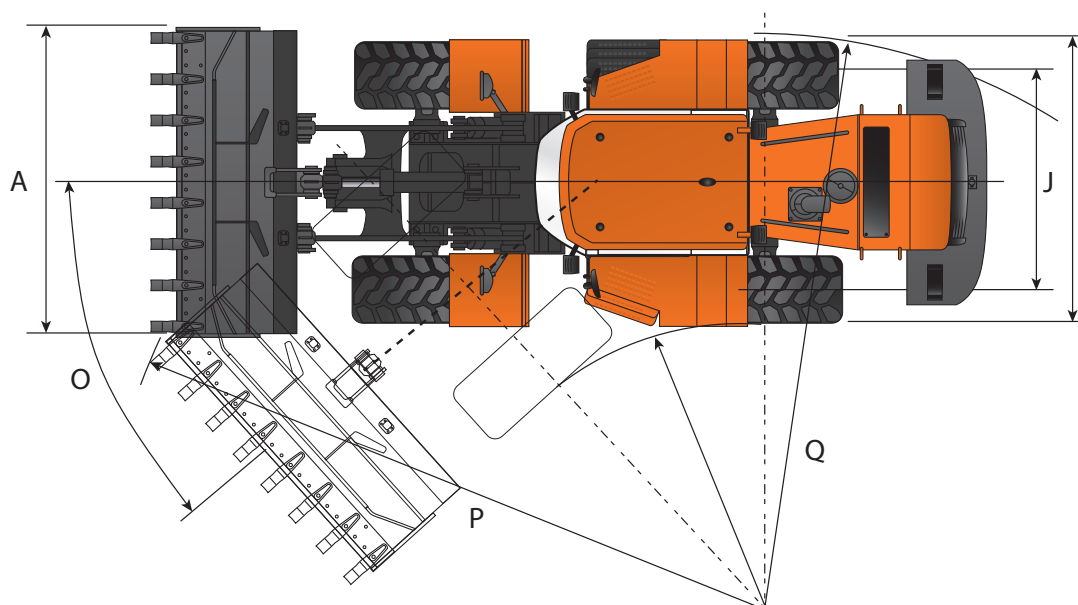
## Operational Data

		DL200-5		DL200TC-5	DL220-5	
		Standard (US10)	High Lift (US20)	Tool Carrier (US10)	Standard (US10)	High Lift (US20)
BUCKET TYPE: General Purpose		BUCKET MOUNT: Pin-On		BUCKET CONFIGURATION: Bolt-On Edge		
BUCKET CAPACITY, HEAPED ISO/SAE		yd <sup>3</sup> (m <sup>3</sup> )	2.6 (2)	2.6 (2)	2.6 (2)	3 (2.3)
BUCKET WIDTH	A	ft.-in. (mm)	8' 4" (2550)	8' 4" (2550)	8' 4" (2550)	8' 4" (2550)
HINGE PIN HEIGHT, MAXIMUM	B	ft.-in. (mm)	12' 3" (3730)	13' 9" (4200)	12' 6" (3810)	14' 1" (4300)
DUMP HEIGHT (45°) - FULLY RAISED	C	ft.-in. (mm)	9' 6" (2887)	11' (3347)	8' 10" (2685)	9' 3" (2825)
DUMP REACH (45°) - FULLY RAISED	D	ft.-in. (mm)	40" (1015)	39" (985)	37" (945)	42" (1065)
DIGGING DEPTH	E	ft.-in. (mm)	2.4" (60)	6.9" (175)	3.1" (80)	3.5" (90)
OVERALL HEIGHT, ROPS CABIN	F	ft.-in. (mm)	10' 9" (3280)	10' 9" (3280)	10' 9" (3280)	10' 9" (3280)
OVERALL LENGTH	G	ft.-in. (mm)	23' 5" (7135)	24' 10" (7580)	24' (7315)	24' 5" (7445)
WHEEL BASE	H	ft.-in. (mm)	9' 6" (2900)	9' 6" (2900)	9' 6" (2900)	9' 11" (3010)
WIDTH AT TIRES	I	ft.-in. (mm)	8' 4" (2530)	8' 4" (2530)	8' 4" (2530)	8' 1" (2460)
TREAD WIDTH	J	ft.-in. (mm)	6' 4" (1930)	6' 4" (1930)	6' 4" (1930)	6' 4" (1930)
GROUND CLEARANCE	K	ft.-in. (mm)	1' 5" (435)	1' 5" (435)	1' 5" (435)	1' 5" (435)
MAX. TILT ANGLE ON GROUND		°	43	43	52	42
MAX. TILT ANGLE AT CARRY POSITION	L	°	49	50	52	48
MAX. TILT ANGLE AT FULLY RAISED	M	°	60	63	53	59
MAX. DUMP ANGLE (FULLY RAISED)	N	°	47	45	47	48
STEERING ANGLE, MAXIMUM	O	°	40	40	40	40
EXTERNAL RADIUS, BUCKET EDGE	P	ft.-in. (mm)	19' (5795)	19' 6" (5935)	18' 10" (5740)	19' 6" (5950)
EXTERNAL RADIUS, OUTSIDE TIRE	Q	ft.-in. (mm)	17' 2" (5245)	17' 2" (5245)	17' 2" (5245)	18' (5475)
TIRE SIZE			20.5-R25 (L3)	20.5-R25 (L3)	20.5-R25 (L3)	20.5-R25 (L3)
OPERATING WEIGHT		lb. (kg)	25,795 (11,700)	26,566 (12,050)	26,224 (11,895)	27,381 (12,420)
STATIC TIPPING LOAD (STRAIGHT)		lb. (kg)	21,075 (9560)	17,955 (8145)	18,825 (8540)	21,230 (9630)
STATIC TIPPING LOAD (AT FULL TURN)		lb. (kg)	18,620 (8445)	15,850 (7190)	16,625 (7540)	18,750 (8505)
BREAKOUT FORCE		lbf. (kgf)	22,480 (10,197)	22,930 (10,401)	21,355 (9686)	22,706 (10,299)



# Operational Data *Continued*

		DL250-5		DL250TC-5	DL280-5	
		Standard (US10)	High Lift (US20)	Tool Carrier (US10)	Standard (US10) Standard (US30) HD	High Lift (US20) High Lift (US40) HD
BUCKET TYPE: General Purpose		BUCKET MOUNT: Pin-On		BUCKET CONFIGURATION: Bolt-On Edge		
CAPACITY HEAPED ISO/SAE		yd <sup>3</sup> (m <sup>3</sup> )	3.3 (2.5)	3.3 (2.5)	3.3 (2.5)	3.7 (2.8)
BUCKET WIDTH	A	ft.-in. (mm)	8' 11" (2740)	8' 11" (2740)	8' 11" (2740)	9' (2740)
HINGE PIN HEIGHT, MAXIMUM	B	ft.-in. (mm)	12' 7" (3858)	14' 2" (4325)	12' 10" (3934)	12' 11" (3940) 13' (3975)
DUMP HEIGHT (45°) - FULLY RAISED	C	ft.-in. (mm)	9' 2" (2802)	10' 7" (3246)	9' (2749)	9' 2" (2802)
DUMP REACH (45°) - FULLY RAISED	D	ft.-in. (mm)	42" (1073)	40" (1034)	4' 3" (1299)	3' 9" (1150)
DIGGING DEPTH	E	ft.-in. (mm)	3.9" (98)	5.4" (137)	3.4" (87)	4.5" (115)
OVERALL HEIGHT, ROPS CABIN	F	ft.-in. (mm)	10' 9" (3280)	10' 9" (3280)	10' 9" (3280)	10' 10" (3310) 11' (3345)
OVERALL LENGTH	G	ft.-in. (mm)	24' 6" (7475)	25' 9" (7865)	25' 7" (7805)	25' 3" (7700)
WHEEL BASE	H	ft.-in. (mm)	9' 10" (3020)	9' 10" (3020)	9' 10" (3020)	9' 11" (3010)
WIDTH AT TIRES	I	ft.-in. (mm)	8' 7" (2640)	8' 7" (2640)	8' 7" (2640)	8' 5" (2570)
TREAD WIDTH	J	ft.-in. (mm)	6' 8" (2040)	6' 8" (2040)	6' 8" (2040)	6' 8" (2040)
GROUND CLEARANCE	K	ft.-in. (mm)	1' 5" (435)	1' 5" (435)	1' 5" (435)	1' 4" (397) 1' 5" (432)
MAX. TILT ANGLE ON GROUND		°	42	43	40	42
MAX. TILT ANGLE AT CARRY POSITION	L	°	48	51	48	48
MAX. TILT ANGLE AT FULLY RAISED	M	°	59	61	51	62
MAX. DUMP ANGLE (FULLY RAISED)	N	°	48	45	50	46
STEERING ANGLE, MAXIMUM	O	°	40	40	40	40
EXTERNAL RADIUS, BUCKET EDGE	P	ft.-in. (mm)	19' 9" (6045)	20' 1" (6134)	17' 11" (5475)	20' (6085)
EXTERNAL RADIUS, OUTSIDE TIRE	Q	ft.-in. (mm)	18' (5475)	18' (5475)	18' (5475)	17' 9" (5420)
TIRE SIZE			20.5-R25 (L3)	20.5-R25 (L3)	20.5-R25 (L3)	20.5-R25 (L3)
OPERATING WEIGHT		lb. (kg)	30,115 (13,660)	31,129 (14,120)	31,592 (14,330)	34,262 (15,541) 36,345 (16,489)
STATIC TIPPING LOAD (STRAIGHT)		lb. (kg)	23,997 (10,885)	21,440 (9725)	20,470 (9285)	26,486 (12,014) 29,357 (13,316)
STATIC TIPPING LOAD (AT FULL TURN)		lb. (kg)	21,186 (9610)	18,927 (8585)	18,078 (8200)	23,389 (10,609) 25,922 (11,758)
BREAKOUT FORCE		lbf. (kgf)	23,830 (10,809)	23,380 (10,605)	22,930 (10,401)	30,349 (13,766)



## Standard/Optional Equipment

	DL200-5	DL200TC-5	DL220-5	DL250-5	DL250TC-5	DL280-5
<b>ENGINE</b>						
Emissions (EPA)	T4	T4	T4	T4	T4	T4
High Pressure Common Rail (HPCR)	•	•	•	•	•	•
Cooled Exhaust Gas Recirculation (CEGR)	•	•	•	•	•	•
Diesel Oxidation Catalyst (DOC)	•	•	•	•	•	•
Selective Catalyst Reduction (SCR)	•	•	•	•	•	•
Diesel Exhaust Fluid (DEF)	•	•	•	•	•	•
Fuel Filter with Water Separator	•	•	•	•	•	•
Coolant Recovery Tank	•	•	•	•	•	•
Dual Element Dry-Type Air Filter with Evacuator	•	•	•	•	•	•
Pre Cleaner	•	•	•	•	•	•
Electronic Engine Control (ECU)	•	•	•	•	•	•
Auto-Idle (Working to Standby)	•	•	•	•	•	•
Auto-Shutdown (Time Adjustable)	•	•	•	•	•	•
Overheat & Low Oil Pressure Engine Protection	•	•	•	•	•	•
Cooling Fan - Radiator, Variable Speed	•	•	•	•	•	•
Cooling Fan - Radiator, Automatic Reversible	•	•	•	•	•	•
Radiator, Wide-Fin	—	—	—	—	—	•
Remote Drain Port - Engine Oil	•	•	•	•	•	•
Block Heater (110V)	■	■	■	■	■	■
Fuel Filler Pump	■	■	■	■	■	■
<b>HYDRAULIC</b>						
Variable Displacement Axial Piston Pump	•	•	•	•	•	•
Closed-Center System	•	•	•	•	•	•
Pilot Operated Control Valves	•	•	•	•	•	•
Remote Test Ports	•	•	•	•	•	•
Remote Drain Port - Hydraulic Oil	•	•	•	•	•	•
Spring Applied Hydraulic Release Parking Brake	•	•	•	•	•	•
Auxiliary Hydraulics (3rd Valve)	•	•	•	•	•	•
Auxiliary Hydraulics (4th Valve)	■	■	■	■	■	■
Automatic Boom/Lift Kick-Out, Adjustable (In Cab)	•	•	•	•	•	•
Automatic Return-to-Dig Position, Adjustable	•	•	•	•	•	•
Boom Float	•	•	•	•	•	•
Load Isolation System	■	■	■	■	■	■
<b>ELECTRICAL</b>						
System Voltage - 24V	•	•	•	•	•	•
Alternator - 24V, 80 Amp	—	—	•	•	•	•
Alternator - 24V, 85 Amp	•	•	—	—	—	—
2 x 12V Batteries, 100 AH Capacity, 900 CCA	•	•	•	•	•	•
Blade Type Fuse Panel	•	•	•	•	•	•
Main Circuit Breaker	•	•	•	•	•	•
Light, Work (Halogen): Front (2), Rear (2)	•	•	•	•	•	•
Light, Headlights (High/Low Beams) (2)	•	•	•	•	•	•
Light, Stop, Tail & Direction Indicators	•	•	•	•	•	•
Rotating Beacon	■	■	■	■	■	■
Hour Meter	•	•	•	•	•	•
Rearview Camera	•	•	•	•	•	•
Laptop Service Port	•	•	•	•	•	•
Self-Diagnostics System	•	•	•	•	•	•
Telematics	•	•	•	•	•	•

	DL200-5	DL200TC-5	DL220-5	DL250-5	DL250TC-5	DL280-5
<b>CABIN</b>						
Steel, All-Weather & Sound Suppressed	•	•	•	•	•	•
ROPS (ISO 3471)	•	•	•	•	•	•
Front & Rear Window with Wiper/Washer	•	•	•	•	•	•
Tinted Safety Glass	•	•	•	•	•	•
Visor, Retractable	•	•	•	•	•	•
Lockable Doors	•	•	•	•	•	•
Seat - Air Suspension - 2" (51 mm) Seat Belt - Adjustable Height & Recline - Adjustable Fore/Aft - Adjustable Arm Rests	•	•	•	•	•	•
Seat - Heated	■	■	■	■	■	■
3" (76 mm) Seat Belt	■	■	■	■	■	■
Control Stand - Sliding (Fore/Aft)	•	•	•	•	•	•
Storage	•	•	•	•	•	•
Mirror, Rear View (1)	•	•	•	•	•	•
Mirrors, Exterior (2) Heated	•	•	•	•	•	•
Fully Automatic HVAC with Ambient Temperature Sensor	•	•	•	•	•	•
Multi-Function LCD	•	•	•	•	•	•
Cigarette Lighter	•	•	•	•	•	•
AM/FM Stereo with CD Player & MP3 Port	•	•	•	•	•	•
Speakers (2)	•	•	•	•	•	•
Antenna, Roof-Mounted	•	•	•	•	•	•
Power Socket, 12V	•	•	•	•	•	•
Beverage Holder	•	•	•	•	•	•
Hot/Cold Compartment	•	•	•	•	•	•
Interior Light	•	•	•	•	•	•
<b>CONTROLS</b>						
Adjustable Steering Column - Tilting - Telescoping	•	•	•	•	•	•
Throttle Pedal (Accelerator)	•	•	•	•	•	•
Brake Pedal, Right	•	•	•	•	•	•
Brake Pedal, Left (Transmission Kick-Out)	•	•	•	•	•	•
Gear Selector (FNR)	•	•	•	•	•	•
Joystick Control	•	•	•	•	•	•
Fingertip Control (3 Lever)	■	■	■	■	■	■
Switches, Console-Mounted - Starter (Key) - Parking Brake - Pilot Cutoff - Transmission Cutoff - Work Light - Reversible Cooling Fan	•	•	•	•	•	•
Speed Management	•	•	—	—	—	—
Traction Control Management	•	•	—	—	—	—
Power Mode (P, S, E)	•	•	•	•	•	•
Transmission Mode	•	•	•	•	•	•
Wiper Control Panel	•	•	•	•	•	•
Audio Control Panel	•	•	•	•	•	•

- Standard Equipment
- Optional Equipment
- N/A



# Standard/Optional Equipment *Continued*

	DL200-5	DL200TC-5	DL220-5	DL250-5	DL250TC-5	DL280-5
<b>FRAME &amp; DRIVELINE</b>						
Z-Bar Lift Arm	•	—	•	•	—	•
Z-Bar Lift Arm, High Lift	■	—	■	■	—	■
Parallel Lift Arm	—	•	—	—	•	—
Steering Cylinder, Double-Acting (2)	•	•	•	•	•	•
Transmission, Automatic - Power Shift - (4F/3R Speed)	—	—	•	•	•	•
Transmission, Hydrostatic - Dual Motor	•	•	—	—	—	—
Torque Converter	—	—	•	•	•	•
Differential, Front - Limited Slip	•	•	•	•	•	•
Differential, Front - Hydraulic Locking	—	—	■	■	■	■
Differential, Rear - Limited Slip	•	•	•	•	•	•
Hydraulic Power Steering	•	•	•	•	•	•
Outboard Planetary Axles	•	•	•	•	•	•
Heavy Duty, Outboard Planetary Axles	—	—	—	—	—	■
Fixed Front Axle	•	•	•	•	•	•
Oscillating Rear Axle	•	•	•	•	•	•
Parking Brake, Spring Applied Hydraulic Release	•	•	•	•	•	•
Sealed, Self-Adjusting Brakes	•	•	•	•	•	•
Tires, 20.5R25 Bias	•	•	•	•	•	•
Tires, 20.5R25 Radial	■	■	■	■	■	■
<b>DISPLAY MONITOR &amp; WARNINGS</b>						
Buzzer						
- Engine Oil Pressure	•	•	•	•	•	•
- Coolant Temperature						
- Transmission Overheat						
Gauges						
- Fuel Level						
- DEF Level						
- Engine Coolant Temperature						
- Transmission Oil Temperature						
- Engine rpm						
- Speedometer						
- Transmission Gear Indicator	•	•	•	•	•	•
- Battery Voltage						
- ECO						
- Digital Clock						
- Trip Meter						
- Hour Meter						
- Total Operation Time						
- Fuel Consumption						
Warning & Indicator Lights						
- Seat Belt						
- Error Code						
- SCR Warning						
- Check Engine						
- Engine Oil Pressure						
- Engine Pre-Heat Engaged						
- Radiator Coolant Temperature						
- Air Filter						
- Fuel Level						
- DEF Level						
- Water in Fuel						
- Battery Charge						
- Lights (High, Main, Work, Beacon)	•	•	•	•	•	•
- Direction Signal						
- Emergency Steering						
- Hydraulic Oil Temperature						
- Hydraulic Charge Pressure Warning						
- Hydraulic Pilot Filter						
- Hydraulic Return Filter						
- Transmission Mode						
- Transmission Warning						
- Transmission Lock-Up						
- Transmission Oil Temp						
- Transmission Gear Indicator						
- Brake Fluid Pressure Warning						
- Reverse Fan Indicator						
- Mirror Heat Indicator						
- Parking Brake Indicator						
Back-Up Alarm	•	•	•	•	•	•

	DL200-5	DL200TC-5	DL220-5	DL250-5	DL250TC-5	DL280-5
<b>OTHER</b>						
Centralized Lubrication	•	•	•	•	•	•
Handrails & Service Platforms	•	•	•	•	•	•
Skid-Resistant Steps & Service Platforms	•	•	•	•	•	•
Drawbar & Pin	•	•	•	•	•	•
Wheel Chocks	•	•	•	•	•	•
Rear Fender, Full	■	■	■	■	■	■
Additional Counterweight <i>*Additional counterweight is standard on all high lift machines.</i>	—	—	■	■	—	■
Manuals						
- Operation & Maintenance	•	•	•	•	•	•
- Parts						
- AEM Safety Manual						
Telematics, 36-Month Subscription	•	•	•	•	•	•
Vandalism Protection						
- Lockable Panels	•	•	•	•	•	•
- Lockable Fluid Fill Points						
- Anti-Theft Protection (Password)						

• Standard Equipment  
 ■ Optional Equipment  
 — N/A

# DOOSAN STRONG



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recycled paper

1.877.745.7814

[DoosanEquipment.com/WL](http://DoosanEquipment.com/WL)

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**DOOSAN**®



**DOOSAN**

# RUN STRONG AND REST ASSURED.

## DOOSAN PROTECTION PLUS EXTENDED WARRANTY

The Protection Plus® extended warranty plan from Doosan Construction Equipment allows you to purchase additional protection on the full machine, powertrain or powertrain plus hydraulics. It goes well beyond the scope of the standard Doosan warranty.

Up to 72 different plans are available to give you up to a total of 60 months or 7,500 hours of protection against defects in materials and/or workmanship.



**PROTECTION  
PLUS®**  Extended Warranty



# What's in it FOR YOU?

**PEACE OF MIND:**

For a small investment, you can protect your Doosan® machine with additional warranty coverage that minimizes your repair costs. If machine issues do occur, you know in advance that you are covered, which allows you to avoid unplanned expenses. It not only gives you an extended sense of security and peace of mind, it makes good business sense.

**RISK MANAGEMENT:**

By providing a comfortable shield of protection against repairs due to failures in materials or workmanship, an extended warranty greatly decreases your exposure to financial risk.

**NO DEDUCTIBLE:**

Your Protection Plus policy covers the costs of parts, labor, with no deductible required.

**HIGHER RESALE VALUE:**

If you sell the machine, any remaining Protection Plus coverage can be transferred to the new owner for a minimal fee. A machine with Protection Plus coverage – even if the policy is expired – will likely be perceived by a potential purchaser as having added value because of the superior care and maintenance provided by the original owner – you.

**BACKING FROM DOOSAN:**

Doosan has confidence in its products, and we stand behind them with the Protection Plus extended warranty, which is fully backed by Doosan. With Protection Plus coverage on your equipment, you can be as confident in your machine as we are.





# About Your **PROTECTION PLUS COVERAGE**

## **HOW DOES THE PROTECTION PLUS EXTENDED WARRANTY DIFFER FROM THE STANDARD DOOSAN WARRANTY?**

Your new Doosan machine already includes a standard factory warranty of 12 months or 1,500 hours (2,000 hours for articulated dump trucks), whichever comes first. It's included at no extra cost. It's an assurance from us that your Doosan equipment will perform as promised, and it's backed by our decades of construction equipment manufacturing and leadership in the industry. The Protection Plus warranty goes a step further than the standard warranty, allowing you to purchase 24 to 60 total months, or 2,000 to 7,500 total hours, of warranty protection for the powertrain, powertrain plus hydraulics or the full machine.

The Doosan Protection Plus extended warranty provides an easy way to protect your cash flow from unplanned expenses and allows you an easy way to customize the coverage to fit your needs.

- Includes factory-backed parts, labor coverage, as specified by Doosan
- Coverage is honored at any authorized Doosan dealer
- \$0 deductible
- Protection Plus is transferable when you sell or trade your machine

You may purchase Protection Plus up to 12 months after taking delivery of your Doosan machine.

## **WHEN DOES THE EXTENDED WARRANTY EXPIRE COMPARED TO A STANDARD WARRANTY?**

Time periods include the original standard warranty of 12 months. For example, a 24-month Protection Plus plan provides an additional 12 months of coverage beyond the standard warranty's 12-month time period, for a total of 24 months.





# About Your **PROTECTION PLUS COVERAGE**

## **WHICH DOOSAN MACHINES ARE COVERED BY THE PROTECTION PLUS EXTENDED WARRANTY?**

Protection Plus coverage is available for any new, never-before-sold Doosan machine, or currently owned machines that were purchased new within the last 12 months.

## **WHAT IS A PROTECTION PLUS FULL MACHINE WARRANTY?**

A full machine warranty provides coverage for all covered components as specified by Doosan, subject to the exceptions listed by Doosan.

## **WHAT ISN'T COVERED BY THE PROTECTION PLUS EXTENDED WARRANTY?**

The Protection Plus extended warranty does NOT cover the following items:

- Attachments
- Maintenance items, such as oil, filters and batteries
- Miscellaneous items, such as lamps and bulbs
- Rental and downtime expenses
- Wear items, such as tires and tracks

## **HOW MUCH DOES PROTECTION PLUS COVERAGE COST?**

The cost of your Protection Plus extended warranty varies both by machine type and length of coverage desired. Your Doosan dealer can provide a quote and advise you on the cost of the Protection Plus plan you are interested in.

## **WHO BACKS THE PROTECTION PLUS PROGRAM?**

It's backed by Doosan and administered by the entire network of Doosan dealers. Service is provided only by qualified Doosan technicians.

## **WHO DO I CONTACT AND WHERE DO I GO TO GET EXTENDED WARRANTY SERVICE?**

Simply contact the Doosan dealer nearest to you. A machine covered by the Protection Plus warranty can be serviced by any Doosan dealer in the U.S., Canada or Oceania.





# About Your PROTECTION PLUS COVERAGE

**WHAT WILL DOOSAN DO IF THE PRODUCT FAILS?**

Doosan will repair or replace any part or component that fails because of defects in materials or workmanship.

**WHICH MACHINE COMPONENTS ARE NOT COVERED BY THE PROTECTION PLUS WARRANTY?**

Depending on whether you purchase a full machine, powertrain or powertrain plus hydraulics plan, the components covered vary. Your Doosan dealer can review the differences in coverage with you at any time.

**ARE THERE ANY CONDITIONS OR LIMITATIONS ON THE EXTENDED WARRANTY?**

Protection Plus customers are required to perform maintenance on the covered machine at regular intervals. Also, Doosan will not be liable for any damage to the machine caused by the use of non-Doosan fluids or filters.

## COVERAGE OPTIONS

The Doosan **PROTECTION PLUS** extended warranty program offers you the following powertrain, powertrain plus hydraulics and full machine plans beyond the terms of the standard warranty:

HOURS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
2,000	✓	✓	✓	✓
3,000	✓	✓	✓	✓
4,000	✓	✓	✓	✓
5,000	✓	✓	✓	✓
6,000	✓	✓	✓	✓
7,500	✓	✓	✓	✓

For more information on coverage plans, pricing and benefits, work with your local Doosan dealer.





## What's covered? **POWERTRAIN COVERAGE**

### ENGINE:

- Camshaft
- Camshaft bearings
- Camshaft drive gear
- Charge air cooler
- Connecting rods and bearings
- Crankshaft bearing and gear
- Crankshaft including front and rear crankshaft seals
- Cylinder head/head gasket
- Cylinder liners
- EGR system manifold
- Electronic engine control module
- Engine block
- Front and rear engine seals
- Front damper
- Injection pump and gasket
- Injection nozzles
- Intake and exhaust manifolds and gaskets
- Oil pan and gasket
- Oil pump
- Piston and rings
- Pressure/temperature sensors and sending units
- Ring gear and flywheel
- Rocker arm cover and gasket
- Thermostats
- Timing gear cover
- Turbocharger and gaskets
- Valve cover and gasket
- Water pump and gasket

### TRANSMISSION/DIFFERENTIAL/ HYDROSTATIC:

- Axle housing
- Axles and differentials
- Clutch housing
- Control valves for propel and swing functions only (not dig functions)
- Differential housing
- Differential pinion gear/ring gear
- Drive axle hub
- Drive shaft support bearing
- Driveshaft with universal joints
- Electronic control valves
- Final drive and axles
- Final drive pinion
- Final drive planetary gears
- Hydraulic drive/travel motor
- Hydraulic drive pump
- Hydraulic transmission control valves
- Hydrostatic/hydraulic pump drives
- Hydrostatic motor
- Hydrostatic transmission charge pump
- Hydrostatic transmission pump
- Internal transmission control linkage
- Planetary gear carrier
- Propel motor, pump, brakes and control valves
- Pump and valve controller
- Reverser with control valve
- Splitter drive
- Swing motor and brake
- Swing gearbox and bearings
- Torque converter
- Torque converter pump
- Transfer drive
- Transmission case
- Transmission gear, bearing and shaft
- Transmission pump
- Travel and swing sections only of main control valve
- Travel control valve
- Turntable bearing
- Wet park brakes
- Wet service brakes
- Wet steering brakes
- Wet steering clutches



**POWERTRAIN**





# POWERTRAIN PLUS HYDRAULICS COVERAGE

All components listed under powertrain, plus the following components:

## HYDRAULIC COMPONENTS:

- Accumulator and related relief valve
- Brake accumulator
- Brake pressure sensor
- Brake pump, brake valve
- Control and load holding valves
- Cylinder packing kits
- Differential lock valve
- Fan pumps and motors
- Hydraulic cylinders
- Hydraulic motors
- Hydraulic oil cooler
- Hydraulic pumps
- Hydraulic reservoir
- Hydraulic valves\*
- \*Hydraulic hoses and piping; excludes rubbed, ripped, torn, cut or pinched failures.
- Locking pin cylinder
- Pilot controls
- Pressure reducing valves
- Steering pump
- Steering valves and cylinders
- Unloading valve





# FULL-MACHINE COVERAGE

All components listed under powertrain and powertrain plus hydraulics, plus the following components:

## ENGINE:

- Air intake hose
- Cold start enrichment systems
- Diesel exhaust fluid tank and dispensing system
- DPF
- Engine components covered after emissions warranty
- Engine mounts and supports
- Engine oil lines
- Engine speed controls and linkages
- Fan and fan drive
- Filter mount
- Fuel lines
- Fuel tank
- Fuel transfer pump and gasket
- Oil filler tubes
- Pressure/temperature sensors and sending units
- Pulleys
- Radiator
- Sensors, solenoids and wiring harnesses used in these systems
- Water piping
- Water pump

## STEERING:

- Cross relief valve
- Priority valve
- Secondary steering system components

## BRAKES:

- Brake accumulator
- Brake pump
- Brake valve
- Pressure reducing valve
- Unloading valve

## TRANSMISSION/DIFFERENTIAL/HYDROSTATIC:

- Accumulator and related relief valves
- Control rods
- Differential lock valve and associated parts
- Disconnect levers and handles
- Filler tubes
- Filter screens
- Levers and pedals
- Oil cooler
- Pneumatic valves
- Sending units and sensors
- Shift control linkage
- Undercarriage roller and idler seals and bearings
- Undercarriage tensioner\*

\*Undercarriage exclusions: sprockets, tracks, pads, bolts and chains.

## ELECTRICAL:

- Alternator
- Electronic joystick
- Electronic motors
- Factory installed electronic controllers
- Gauges
- Horn
- Indicators
- Instrument
- Sensors
- Solenoid valves
- Starter
- Starter solenoid
- Switches
- Voltage regulator

## FACTORY HEAT AND AIR CONDITIONING:

- Accumulator
- Clutch and pulley
- Compressor
- Condenser
- Dryer
- Evaporator
- Expansion valve
- Heater core
- Hoses\*
- Seals and gasket
- Temperature control programmer and valves

\*Excludes rubbed, ripped, torn, cut or pinched failures.

## OTHER:

- Bucket linkage
- Engine frame
- Excavator arm and linkage
- Excavator boom
- Loader boom
- Mainframe
- Track frames



## ITEMS NOT COVERED UNDER PROTECTION PLUS COVERAGE

### MAINTENANCE

The Protection Plus plan does not cover scheduled maintenance service items such as lubricants, oil filters, fuel filters, air filters, batteries, tune-ups or coolants.

### RENTALS

Protection Plus warranties do not cover downtime expense during repairs or equipment rental charges.

### DAMAGE

Protection Plus plans do not cover failures caused by carelessness, accidents, improper operation, transportation, storage, unapproved modification or use of unauthorized attachments.

### EXTRA EXPENSES

Your Protection Plus extended warranty does not cover extra expenses such as part freight, cleanup, shop supplies, tools, diagnostic or troubleshooting time, loss of pay or other consequential matters.

### ATTACHMENTS

Protection Plus coverage does not cover any attachments that were purchased with the machine.

### WEAR ITEMS

Protection Plus plans do not cover wear items such as tires, tracks, batteries, pins, bushings, shims, sprockets, ground engagement tools, bucket teeth, cutting edges or any failure or breakage caused by wear.

### MISCELLANEOUS ITEMS

Protection Plus plans do not cover items such as lamps, bulbs, wiper blades, radios, radio components, mirrors, brackets, clamps, fittings, mud flaps, door handles, hinges, seats or windows.



## TERMS AND CONDITIONS

During the applicable period of the "Protection Plus Plan," the authorized Doosan dealer shall repair or replace, at the option of Doosan, without charge for parts and labor, any component of the Doosan machine which fails because of defects in material or workmanship except as otherwise provided below. The owner of the protected machine agrees to provide the dealer from which the Doosan machine was purchased with prompt written notice of any defects covered by the "Protection Plus Plan" and to allow a reasonable time for replacement or repair. Doosan may, at its option, request the return of failed parts to its factory.

Protection Plus does not cover extra expenses such as parts freight, cleanup, shop supplies, tools, diagnostic or troubleshooting time, loss of pay or other consequential matters. The owner also agrees that travel time of mechanics or transportation of the Doosan machine to the servicing dealer is not covered. The owner is responsible for the travel cost. The "Protection Plus Plan" does not cover tires, belts or other trade accessories or attachments not manufactured by Doosan. The owner shall rely solely on the warranty, if any, of the respective manufacturers thereof. It does not cover the replacement of scheduled service items such as oil filters, gaskets and other high wear or normal replacement items, nor does it cover damages resulting from abuse, neglect, accidents, alterations, use of the Doosan machine with any accessory or attachment not approved by Doosan, air flow obstructions, or failure to maintain or use the Doosan machine according to the instructions applicable to it. In order to ensure coverage under the "Protection Plus Plan," the owner must submit proof that maintenance intervals have been followed. It is the obligation of the owner to provide such verification when submitting warranty claims. In addition, Doosan will not be liable under the "Protection Plus Plan" for any defect or damage which is caused by the use of non-Doosan fluids or filters. Refer to the Operation & Maintenance manual and Parts manual for the correct Doosan fluids and filters.

THE "PROTECTION PLUS PLAN" IS IN LIEU OF ALL OTHER WARRANTIES. DOOSAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED UNDER THE PLAN ARE EXCLUSIVE. IN NO EVENT SHALL DOOSAN OR THE AUTHORIZED DOOSAN DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DOOSAN OR THE AUTHORIZED DOOSAN DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOOSAN RESERVES THE RIGHT TO DENY THE SALE OF COVERAGE ON ANY MACHINE AT ANY TIME.

## PLAN FOR LONG-TERM SUCCESS WITH DOOSAN EQUIPMENT.

ASK YOUR DEALER FOR PROTECTION PLUS  
EXTENDED WARRANTY



**PROTECTION  
PLUS**  Extended Warranty

# DOOSAN

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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: 566300

Doc Description: ADDENDUM 1 HYDRAULIC TRACK EXCAVATOR (7019EC11)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-04	2019-06-18 13:30:00	CRFQ 0803 DOT1900000115	2

**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: Doosan Infracore North America, LLC.  
2905 Shawnee Industrial Way, Suite 100  
Suwanee, GA 30024  
678-714-6000

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

81-2433879

DATE

6-13-2019

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



**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A HYDRAULIC TRACK EXCAVATOR PER THE ATTACHED DOCUMENTS.

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	HYDRAULIC TRACK EXCAVATOR	20.00000	EA	\$135,372.00	\$2,707,440.00

Comm Code	Manufacturer	Specification	Model #
22101526	Doosan	DX140LC-5	US40

**Extended Description :**

HYDRAULIC TRACK EXCAVATOR

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-05-29
2	VENDOR QUESTION DEADLINE	2019-06-03



<b>DOT1900000115</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> ADDENDUM 1 HYDRAULIC TRACK EXCAVATOR (7019EC11)	<b>Page 3</b> <b>of 3</b>
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### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: CRFQ DOT1900000115**

**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions
2. To provide copy of the pre-bid meeting sign-in sheets

No other changes

Bid opening remains 06/18/2019 at 1:30 PM EST

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

**Terms and Conditions:**

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



# ATTACHMENT A



**CRFQ 0803 DOT1900000115**

**HYDRAULIC TRACK EXCAVATOR**

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

**1. 3.1.2.1.1 Engine shall include the following characteristics;**

- A. Fuel/Water separator**
- B. Filter in fuel line**
- C. Alternator 50 amp minimum**
- D. Electric fuel priming pump**
- E. Engine Block heater, 1500-watt minimum if available by engine manufacturer.**

**Question: Is an engine block heater necessary, if OEM deems unnecessary for cooled weather starts?**

**Answer: Correct**

**2. 3.1.3.5 Tine thickness of thumb shall be 1 inch minimum with a pin diameter of 2 inches minimum and a minimum of four (4) tines.**

**Question: Are there specifics on if the thumb needs to be weld on stick mounted or main pin mount thumb or does it just have to meet the 18" x 46" specification.**

**Answer: see attached**

**3. 3.1.3.6 Bucket shall be 0.50 cubic yard capacity minimum, shall have teeth and side cutters and controlled by one (1) hydraulic cylinder.**

**Question: Is there a minimum width requirement for the bucket?**

**Answer: yes, 30-inch see attached**

**4. 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 minimum Width 23-inches.
- E. Track length minimum 11 feet.
- F. Belly pan guard.
- G. Shall have double track chain guides.

**Question # 1: 3.1.4.1 G** Are you referring to track and roller guards that protect the bottom rollers? and are you saying that you want two guards on each side?

**Question # 2:** Can this spec be changed to a single chain guide. The Kobelco SK140SRLC does not 2 chain guides on this size machine as an option.

**Question # 3:** Since we are adding a hydraulic thumb and tilting coupler and swivel to the standard-length boom and stick and based on previous stability experiences, I suggest adding language requiring the heaviest counterweight available from the manufacturer.

**Answer: (Answer: Q #1 No) (Answer: Q #2 Yes one will be accepted.) (Answer: Q #3 Will add: Unit shall have heaviest counterweight available from manufacturer for unit bid.)**

**5. 3.1.5.3** Unit shall have air-suspension seat cloth, heated seat with adjustable armrest with seatbelt.

**Question # 1:** Does the seat have to be air suspension? Is mechanical suspension allowed?

**Question # 2:** Does the seat have to be heated?

**Answer: (Answer: Q# 1 Will accept manual) (Answer: Q #2 Yes)**

**6. 3.1.5.5** Cab shall be equipped with front windshield wiper and washer, intermittent features.

**Question # 1:** Would the state accept a 2-speed (high-low) windshield wiper feature?

**Answer: (Answer: Q #1 Yes)**

**7. 3.1.5.7** The following shall be included for cab area:

- A. Interior cab light
- B. Work lights at boom and on cab for night shift operations.
- C. Tinted safety glass at all locations



**D. AM and FM radio with Bluetooth and antenna.**

**E. Rear and Right-side view camera/monitor, 7-inch minimum color LCD display monitor with indicators.**

**F. Sun visor**

**Question # 1:** Is the right-side view camera a requirement? To my knowledge, there is only one manufacturer that can meet this spec, which would eliminate all other bidders. If it is required, can it be an aftermarket added option? The only issue with an aftermarket option is that it would probably not be integrated for use with the 7-inch OEM screen and would require a second aftermarket screen to be mounted in the cab.

**Question # 2: 3.1.5.7 E** Does both the rear and right-side view camera need to show on the single 7" display screen? Can the right side be an additional screen as long as the main screen meets the spec?

**Question # 3:** Does the radio have to have Bluetooth? Is an Aux jack acceptable?

**Question # 4:** Would the state accept a 6-inch rear and right-side view camera/monitor?

**Question # 5: 3.1.5.7 B** Since you will have a rear vision camera, should you also want a rear work light in addition to the cam and boom light?

**Question # 6: 3.1.5.7 E** My manufacturer does not have an option for a right-side camera in addition to the standard rear-view camera.

**Answer: (Answer: Q #1 Yes Q #1 Yes) (Answer: Q #2 yes) (Answer: Q #3 yes) (Answer: Q #4 Yes)  
(Answer: Q #5 yes, should be standard on all machines)**

#### **8. 3.1.7 Tilting Coupler/Swivel**

**Question:** How does the DOH plan to utilize the thumb with the tilting coupler? I think you can pin the thumb back against the stick when using the tilting coupler and ditching bucket. However, unless you take the coupler off the machine when using the regular dirt bucket, the thumb will be too short (due to the additional length of the tilting coupler's swivel motor).

**Answer: 3.1.7 Change to Read: Tilting Coupler/Swivel ,Thumb Shall be a Werk-Brau brand or equal see attached picture #1 with part numbers.**

#### **9. 3.1.8 Finish Bucket Werk-Brau brand or equal.**

**3.1.9 Unit shall include a 48-inch minimum finish bucket with a minimum capacity of .60 cubic yard with fixed cutting edge with bucket pins see attached picture #2 with part number.**



**There was an error made on numbering and verbiage added it should read: 3.1.8.1 Unit shall include a 48-inch minimum finish bucket with a minimum capacity of .60 cubic yard with fixed cutting edge with bucket pins.**

**10. 3.2.6 Warranty and Service Policy:**

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

**Question: Would it be possible for the state to lay out minimum time/hour guidelines on warranty? Our standard warranty is 3 year/4000-hour, built into the pricing of our machine. I do not want to decrease our warranty, but also do not want to be at a great price disadvantage to competitive models, who carry less of a standard warranty.**

**Answer: Will add: Warranty shall be a minimum of 3-year /3000 hours**

**11. Question: Will the pricing for the Hydraulic Track Excavator (7019EC11) solicitation DOT 1900000115, be adjustable if the contract is extended longer than one year?**

**Answer: No, see # 3 Contract Term; Renewal; Extension**

**12. The Equipment Division will be removing 3.2.1.5 pertaining to state inspection stickers. This piece of equipment does not require a state inspection sticker.**

Pic. # 1

Werk-Brau  
Thumb

#EZG-EX12-4

Werk- Brau  
Coupler

#TD140-65-1236

30"

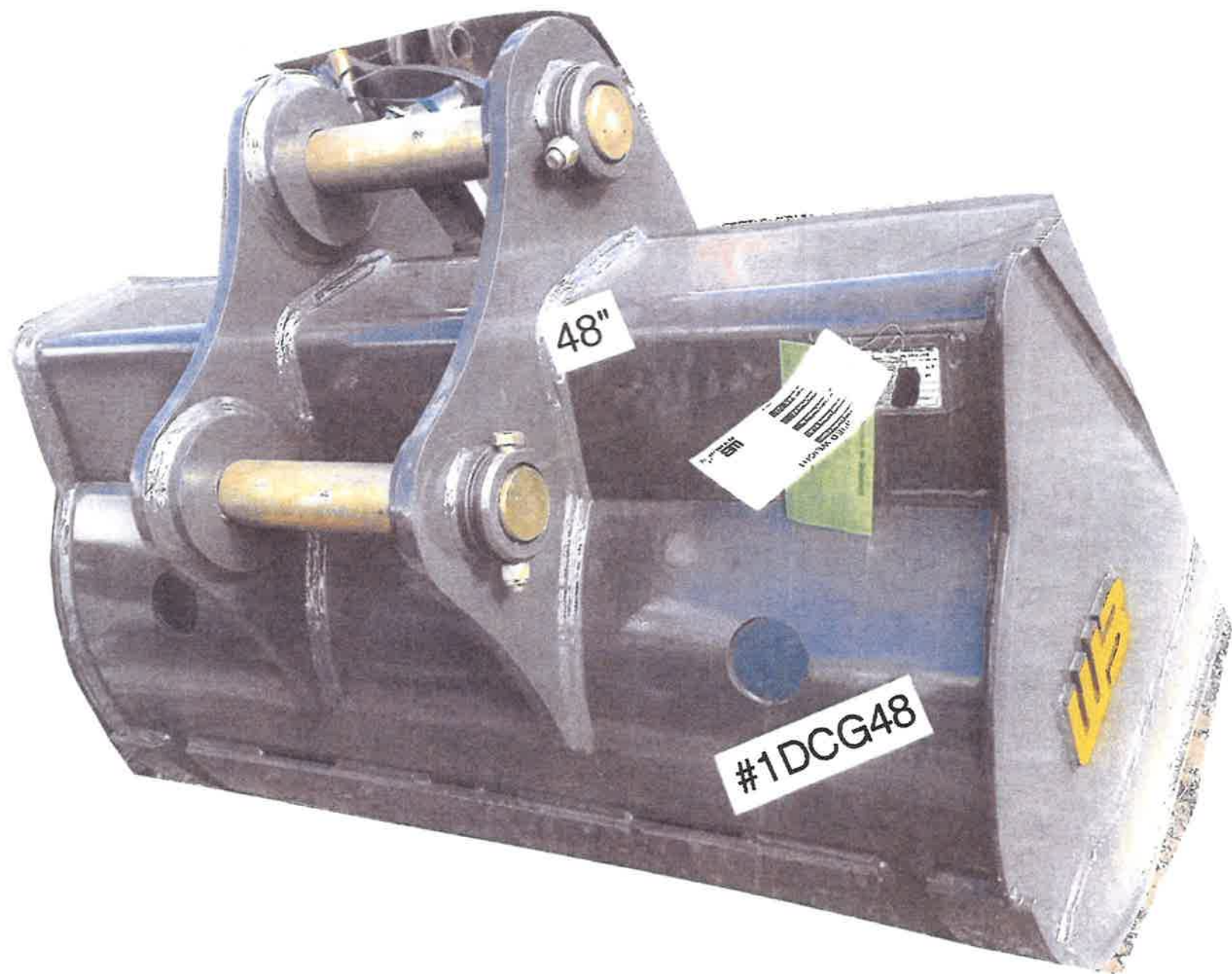
Werk-Brau  
30-inch Digging  
Bucket

#EX12HD30





Picture # 2



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ D803 DOT1900000115

Date: MAY 29, 2019

Project Description: Hydraulic Track Excavator

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: Leslie Equipment Co.  
Firm Address: 19 Golf Crossing Drive  
Cross Lanes WV 25356  
  
Representative Attending: Steve Lewis  
Phone Number: 304-542-0953  
Fax Number: 304-204-1811  
Email Address: lewis.stephon@lcl.com

Firm Name: Bobcat of Advantage Valley  
Firm Address: 614 Goss Mtn Rd  
Cross Lanes, WV 25356  
  
Representative Attending: Jeremy Dasier  
Phone Number: 304-541-3122  
Fax Number:   
Email Address: jeremydasier@jeffersda.com

Firm Name: Rish Equipment Co.  
Firm Address: 100 Helipoint Loop  
Bridgeport, WV 26630  
  
Representative Attending: Miranda M. Novak  
Phone Number: 724-415-7777  
Fax Number: 304-842-6126  
Email Address: mnovak@rish.com

Firm Name: Bohett Company  
Firm Address: 258 E. Beaton St  
West Fargo ND 58078  
  
Representative Attending: Buzz Hlser  
Phone Number: 740 503 1676  
Fax Number:   
Email Address: buzz.hlser@doosan.com

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

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



**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT1900000115

Date: May 29, 2019

Project Description: Hydraulic Track Excavator

**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: STATE EQUIPMENT, INC  
Firm Address: 560 ALFRED BOFFA RD  
CROSS LANE, WV 25318  
  
Representative Attending: EDWARD M. ROWAN, JR  
Phone Number: 304-539-8684  
Fax Number: 304-770-4409  
Email Address: EDDIE@STATEEQUIPMENT.COM

Firm Name: WEST VIRGINIA TRACKER  
Firm Address: P.O. BOX 473  
CHARLESTON WV 25322  
  
Representative Attending: GARY GRAY  
Phone Number: 304-346-5301  
Fax Number: 304-346-5305  
Email Address: WVTRACKER@MSN.COM

Firm Name: Doosan  
Firm Address: 2905 Shawnee Industrial Blvd  
Suite 100  
Shawnee, GA 30224  
  
Representative Attending: DAVID DIXON  
Phone Number: 470-865-1585  
Fax Number:   
Email Address: david.dixon@doosan.com

Firm Name: Robcat Company  
Firm Address: 250 East Benton Dr.  
West Fargo, ND 58078  
  
Representative Attending: Randy Fuss  
Phone Number: (701) 241-8746  
Fax Number:   
Email Address: Randy.fuss@doosan.com

Firm Name: Robcat Company  
Firm Address: 250 E. Benton Dr.  
West Fargo, ND 58078  
  
Representative Attending: Rory Hanson  
Phone Number: 701-241-8793  
Fax Number:   
Email Address: Rory.hanson@doosan.com

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

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number: CRFG0803 DOT1900000115

Date: May 29, 2019

Project Description: Hydraulic Track Excavator

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

Firm Name: Rudd Equipment Company  
Firm Address: 500 River Road  
Nitro, WV 25143  
P.O. Box 610 Nitro, WV 25143  
Representative Attending: R. JACOBI  
Phone Number: 304-546-5253 Cell  
Fax Number: 304-755-7990  
Email Address: RJACOBI@RuddEquipment.com

Firm Name: Rudd Equipment Company  
Firm Address: 500 River Road  
Nitro, WV 25143  
P.O. Box 610 Nitro, WV 25143  
Representative Attending: Joseph Argabrite  
Phone Number: 304-533-0285  
Fax Number: \_\_\_\_\_  
Email Address: Jargabrite@RuddEquipment.com

Firm Name: Newlons International Sales  
Firm Address: PO Box 1334  
16 Ward Road  
Elkins WV 26241  
Representative Attending: Chad Newlon  
Phone Number: 304-614-4166  
Fax Number: 304-636-7155  
Email Address: chad@newlonswv.com

Firm Name: Lingone North America  
Firm Address: 22220 Merchants Dr.  
Katy, TX. 77449  
Representative Attending: JR. Gilliam  
Phone Number: 346-205-5693  
Fax Number: \_\_\_\_\_  
Email Address: JGilliam@LingoneNA.com

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

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



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT1900000115

Date: May 29, 2019

Project Description: Hydraulic Track Excavator

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: Anderson Equipment Company  
Firm Address: 1 Andy's Way  
5. Charleston, WV 25309  
  
Representative Attending: Bradley Coleman  
Phone Number: 304-756-2800 / 304-669-6498  
Fax Number: 304-756-2799  
Email Address: bcoleman@andersonequip.com

Firm Name: Walker Machinery Co.  
Firm Address: P.O. Box 2427  
Charleston, WV 25329  
  
Representative Attending: Matt Conner  
Phone Number: (304) 543-5406  
Fax Number: (304) 739-6404  
Email Address: mconner@walker-cat.com

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

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

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

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

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ0803 DOT1900000115

Date: May 29, 2019

Project Description: Hydraulic Track Excavator

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:	marcia ad
	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	DOH
Representative Attending:	Dusty Smith
Phone Number:	
Fax Number:	
Email Address:	

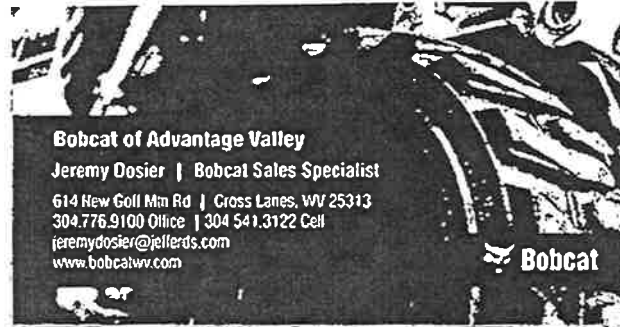
Firm Name:	
Firm Address:	Pam Hall
	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	Robert Pugh
	WVDOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	J.D. Haller
	WVDOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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





**Bobcat of Advantage Valley**  
**Jeremy Dosier | Bobcat Sales Specialist**  
 614 New Golf Mm Rd | Cross Lanes, WV 25313  
 304.776.9100 Office | 304.541.3122 Cell  
 jeremydosier@jellfords.com  
 www.bobcatwv.com



**David Dixon**  
 Government Account Sales Manager



**Doosan Infracore  
 North America LLC**

2905 Shawnee Industrial Way  
 Suite 100  
 Suwanee GA 30024  
 T - 678-714-6660  
 M - 470-865-1585  
 david.dixon@doosan.com



**Steve Lewis**

**Sales Representative**

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



**JOHN DEERE**

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

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



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**GARY W. GRADY**  
 PRESIDENT  
 Res. (304) 346-9372  
 Cell (304) 549-6068

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

wvtractor@msn.com

**State Equipment, Inc.**



**EDDIE ROWAN, JR.**  
 GENERAL MANAGER

CELL: 304-539-8684  
 OFFICE: 304-776-4405  
 FAX: 304-776-4409  
 E-MAIL: EDDIE@STATEEQUIPMENT.COM  
 WWW.STATEEQUIPMENT.COM

560 NEW GOFF MOUNTAIN RD  
 CROSS LANES, WV 25313



**MIRANDA M. NOVAK**  
 Finance Manager & Sales Coordinator

**KOMATSU**



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100 Heliport Loop  
 Bridgeport, WV 26330  
 Office: 304-842-3511 x.6518  
 Fax: 304-842-6128  
 Cell: 304-641-2562  
 mnovak@rsh.com

**JOSEPH ARGABRITE**  
 PRODUCT SUPPORT REPRESENTATIVE



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

**Walker**

**Matt Conner**  
Sales Representative

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

**RON JACOBS**  
SALES REPRESENTATIVE

**Rudd**

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



**Buzz Helser**  
Senior Manager - Dealer Accounts

**Bobcat Company**  
250 East Beaton Drive  
West Fargo, ND 58078  
T 740-503-1676  
E buzz.helser@doosan.com

**Doosan Bobcat North America**



**Barry Hanson**  
Government Account Manager

**Doosan Bobcat North America**

250 E BEATON DRIVE  
WEST FARGO, ND 58078  
T: 701-241-8700  
M: 701-261-5041  
barry.hanson@doosan.com



**Randy Fuss**  
Director, Government Accounts

**Doosan Bobcat North America**

250 East Beaton Dr.  
West Fargo, ND 58078  
T: 701-241-8746  
M: 701-371-4263  
randy.fuss@doosan.com



**Chad Newlon**

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

T: 304-636-4561  
F: 304-636-7155  
M: 304-614-4166

E: chad@newlonsww.com

**WWW.NEWLONSINTERNATIONAL.COM**

**JR Gilliam**  
Regional Sales Manager

**LIUGONG**  
NORTH AMERICA

**LiuGong Construction Machinery N.A., LLC**  
22220 Merchants Way, STE 100  
Katy, Texas USA 77449

T +1 281 579 8882  
F +1 281 579 8388  
M +1 346 205 5693  
Jgilliam@liugongna.com  
www.liugongna.com



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Sales Representative

Charleston Branch  
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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1900000115**

**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 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.

Doosan Infracore North America, LLC.

Company



Authorized Signature

6-13-2019

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

May 29, 2019 at 10:00 AM EST

1900 Kanawha Blvd E, Building 5  
Room 955  
Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.



Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 3, 2019 at 10:00 AM EST

Submit Questions to: Crystal Hustead

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

BUYER: Crystal Hustead  
SOLICITATION NO.: CRFQ DOT1900000115  
BID OPENING DATE: June 18, 2019  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- ☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** June 18, 2019 at 1:30 PM EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

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

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

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”



**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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



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

☒ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
Award and extends for a period of \_\_\_\_\_ One (1) year(s).

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

☐

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☐

☐

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **\*\*Please make insurance certificate holder to read as follows:**  
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305

☒ **State of WV must be listed as additional insured.**

☐

☐



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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

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

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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



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

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

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

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

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

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

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

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

Revised 01/24/2019



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

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

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

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

David Dixon - Government Account Sales Manager

(Name, Title)

David Dixon - Government Account Sales Manager

(Printed Name and Title)

2905 Shawnee Industrial Way, Suite 100

(Address)

470-865-1585

(Phone Number) / (Fax Number)

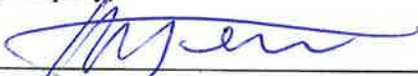
david.dixon@doosan.com

(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.

Doosan Infracore North America, LLC.

(Company)



(Authorized Signature) (Representative Name, Title)

Heejoon Song

CEO

(Printed Name and Title of Authorized Representative)

6-13-2019

(Date)

678-714-6000

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ DOT1900000115  
(WVDOH CLASS 310) HYDRAULIC TRACK EXCAVATOR-7019EC11

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for 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 **“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 **“F”** means Fahrenheit.
  - 2.6 **“R.P.M.”** means revolutions per minute.
  - 2.7 **“SAHR”** means spring applied hydraulic release.
  - 2.8 **“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 with attachments.**
      - 3.1.1.1 Operating weight shall be minimum 33,500 pounds including fuel, thumb, and bucket and blade.



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- 3.1.1.2** The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

**3.1.2 Engine:**

- 3.1.2.1** Engine shall be 90 horsepower minimum; turbocharged diesel Tier 4 Final and shall have a pressurized liquid cooling system with thermostat, filled with manufacturers extended life permanent type anti-freeze that provides protection to at least -30 degrees F.

**3.1.2.1.1** Engine shall include the following characteristics;

- A.** Fuel/Water separator
- B.** Filter in fuel line
- C.** Alternator 50 amp minimum
- D.** Electric fuel priming pump
- E.** Engine Block heater, 1500 watt minimum if available by engine manufacturer.

**3.1.3 Hydraulic System:**

- 3.1.3.1** Shall have hydraulic system to maintain safe oil temperature within manufacturers recommended operation range during continuous operation under maximum working combinations.
- 3.1.3.2** Boom length shall be minimum 15 feet and shall be controlled by two (2) hydraulic cylinders minimum.
- 3.1.3.3** 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.
- 3.1.3.4** Unit shall be equipped with a hydraulic thumb minimum of 18 inches x 46 inches.
- 3.1.3.5** Tine thickness of thumb shall be 1 inch minimum with a pin diameter of 2 inches minimum and a minimum of four (4) tines.

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- 3.1.3.6** Bucket shall be 0.50 cubic yard capacity minimum, shall have teeth and side cutters and controlled by one (1) hydraulic cylinder.
- 3.1.3.7** Drive shall be hydrostatic design with independent track control.
- 3.1.3.8** Shall have wet multiple disk brakes that automatically release while propelling and apply when stationary.
- 3.1.3.9** Unit must swing 360° degrees.
- 3.1.3.10** Swing speed shall be 10 R.P.M. minimum
- 3.1.3.11** Swing brake shall be SAHR for safety.
- 3.1.3.12** Unit shall have multi-function auxiliary hydraulics with electric pressure control, settable from in cab monitor allowing use of multiple attachments.

**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 minimum width 23-inches.
  - E.** Track length minimum 11 feet.
  - F.** Belly pan guard.
  - G.** Shall have double track chain guides.

**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 air-suspension seat cloth, heated seat with adjustable armrest with seatbelt.



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- 3.1.5.4** Cab shall be equipped with manufacturers' heater and air conditioning system.
- 3.1.5.5** Cab shall be equipped with front windshield wiper and washer, intermittent features.
- 3.1.5.6** 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.
- 3.1.5.7** The following shall be included for cab area:
  - A.** Interior cab light
  - B.** Work lights at boom and on cab for night shift operations.
  - C.** Tinted safety glass at all locations
  - D.** AM and FM radio with Bluetooth and antenna.
  - E.** Rear and Right-side view camera/monitor, 7-inch minimum color LCD display monitor with indicators.
  - F.** Sun visor

**3.1.6 Blade**

- 3.1.6.1** Blade dimensions shall be standard size for model excavator bid.

**3.1.7 Tilting Coupler/Swivel**

- 3.1.7.1** Unit shall include a tilting coupler.
- 3.1.7.2** Total tilt range 134-degrees minimum.
- 3.1.7.3** Shall allow for use of OEM bucket.
- 3.1.7.4** Shall include integral quick coupler.

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**3.1.7.5** Swivel shall be installed when delivered.

**3.1.8 Finish Bucket**

**3.1.9** Unit shall include a 48-inch minimum finish bucket with a minimum capacity of .60 cubic yard with fixed cutting edge with bucket pins.

**3.1.9 Paint:**

**3.1.9.1** Unit shall be painted manufacturers standard color.

**3.2 Miscellaneous:**

**3.2.1 Vendor Responsibility**

**3.2.1.1** The vendor shall be responsible to furnish a Hydraulic Track Excavator that is properly engineered and that confirms to all and any laws governing such equipment.

**3.2.1.2** Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

**3.2.1.3** All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

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

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

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

**3.2.2 Representative Unit for Test:**

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

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

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

**3.2.4 Training:**

- 3.2.4.1** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the



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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

**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.

**3.2.5 Preventative Maintenance & Operator Procedures:**

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

**3.2.6 Warranty and Service Policy:**

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

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total.

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

The Pricing 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: Crystal.G.Rink@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. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

## **6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** A completed pilot model for inspection must be provided within **120** working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within **150** working days after orders are received. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first

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

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

**7. VENDOR DEFAULT:**

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

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

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

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

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

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

**7.2.1** Immediate cancellation of the contract.

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

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



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**8. MISCELLANEOUS:**


**8.1 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.

**8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** David Dixon  
**Telephone Number:** 470-865-1585  
**Fax Number:** \_\_\_\_\_  
**Email Address:** david.dixon@doosan.com

**Exhibit A****CRFQ DOT1900000115****HYDRAULIC TRACK EXCAVATOR**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	One Complete unit: Hydraulic Track Excavator	Doosan, DX140LC-5-US40, 2020 Model Year	20	\$135,372.00	\$2,707,440.00
<b>Total Bid Cost</b> 					<b>\$2,707,440.00</b>

**Vendor Information**

Company Name: Doosan Infracore North America, LLC.

Contract Manager: David Dixon

Address: 2905 Shawnee Industrial Way, Suite 100

Suwanee, GA 30024

Phone: 678-714-6660

Fax:

Email: david.dixon@doosan.com

Signature: 

## EXHIBIT B

## EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: Hydraulic Track Excavator MAKE: Doosan

MODEL: DX140LC-5-US40 YEAR: 2019 PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: Perkins MODEL: 1204F FUEL TYPE: Diesel

HORSEPOWER: 115 HP CYLINDER: 4 ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: 6.6 Gal

BELTS: DESCRIPTION: PART NUMBERS:

Fan Belt 130205-00485

GVW: 34,987 lb. AXLE CAPACITY: FRONT: N/A REAR: N/A

TIRES: FRONT MAKE & SIZE: N/A

REAR MAKE & SIZE: N/A

DIMENSIONS OF UNIT: LENGTH: 25' WIDTH: 8'5" HEIGHT: N/A

VENDOR CONTACT PERSON: David Dixon PHONE: 470-865-1585

PARTS:

BATTERY MAKE: Doosan MODEL: \_\_\_\_\_ CCA: 1,150

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

SPARK PLUGS OR FUEL INJECTORS MAKE: Injector PART #: 400903-00139

FUEL PUMP OR INJECTION PUMP MAKE: Injector Pump MODEL: Perkins

ALTERNATOR MAKE: Doosan PART #: 300901-00147

STARTER MAKE: Doosan PART #: 300516-00092

TURBO CHARGER MAKE: Perkins PART #: 150105-00724

TRANS. MAKE: NA MODEL: NA AUTO/MANUAL: NA

HYDRAULIC PUMP MAKE: Doosan MODEL: 400914-00477B

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>Perkins</u>	<u>400504-00196</u>	ENGINE	<u>Doosan 15W-40</u>
AIR INNER	<u>Doosan</u>	<u>400504-00156</u>	TRANSMISSION	<u>NA</u>
AIR OUTER	<u>Doosan</u>	<u>400504-00155</u>	POWER STEERING	<u>NA</u>
FUEL PRIMARY	<u>Doosan</u>	<u>400504-00195</u>	HYDRAULIC	<u>VG 46</u>
FUEL SECONDARY	<u>Doosan</u>	<u>400508-0096A</u>	DIFFERENTIALS	<u>80W-90</u>
COOLANT	<u>Doosan</u>	<u>no filter</u>	BRAKE FLUID	<u>NA</u>
HYDRAULIC	<u>Doosan</u>	<u>400504-00225</u>	COOLANT	<u>940301-13458</u>
OTHER	<u>Doosan , Pilot Filter</u>	<u>400504-00241</u>	OTHER	<u>Grease EP Grease</u>



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Doosan Infracore North America, LLC.

Authorized Signature: [Signature] Date: 6-13-2019

State of Georgia

County of Gwinnett, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of June, 2019

My Commission expires April 17,, 2021

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

*Purchasing Affidavit (Revised 01/19/2018)*



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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DINA Address: 2905 Shawnee Industrial Way, Suite 100  
Suwanee, GA 30024

Name of Authorized Agent: N/A Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Signature] Date Signed: 6-13-2019

**Notary Verification**

State of Georgia, County of Gwinnett:

I, Edward Hee-joon Song, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 13th day of June, 2019

[Signature]  
Notary Public's Signature

**To be completed by State Agency:**

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

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

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

