

**Exhibit A****CRFQ DOT1900000116****4x2 RUBBER TIRED MULTI-PURPOSE EXCAVATOR**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	One Complete unit: 4x2 Rubber Tired Multi-Purpose Excavator	2020 Gradall D152 4x2 Crossover Hydraulic Excavator	20	\$297,679.00	\$5,953,580

**Total Bid Cost****\$5,953,580****Vendor Information**Company Name: *Anderson Equipment Company*Contract Manager: *Brian Hahn*Address: *1 Andy's Way  
South Charleston, WV 25309*Phone: *304-756-2800*Fax: *304-756-2799*Email: *bhahn@andersonequip.com*Signature: *Brian Hahn*

RECEIVED  
2019 JUN 11 PM 1:13  
WV PURCHASING  
DIVISION

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Anderson Equipment Company Address: 1 Andy's Way  
South Charleston, WV 25309

Name of Authorized Agent: Brian Hahn Address: 1 Andy's Way S. Charleston  
WV, 25309

Contract Number: DOT1900000116 Contract Description: 4x2 Rubber Tired  
Multi-purpose excavator

Governmental agency awarding contract: WV Division of Highways

☐ 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: B. Hahn Date Signed: 6/11/19

**Notary Verification**

State of West Virginia, County of Kanawha:

I, Brian Hahn, 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 11<sup>th</sup> day of June, 2019.

  
OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
AMY J. TAWNEY  
100 CHANDLER STREET  
SOUTH CHARLESTON, WV 25309  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

A. J. Tawney  
Notary Public's Signature

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:**

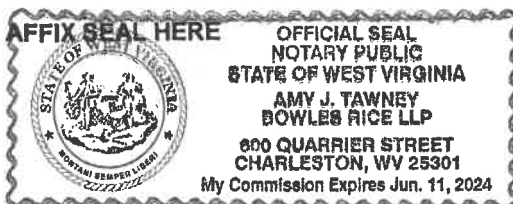
Vendor's Name: Anderson Equipment Company  
Authorized Signature: [Signature] Date: 6/11/19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 11<sup>th</sup> day of June, 2019.

My Commission expires June 11, 2024



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

**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.

B. Hahn  
(Name, Title)

Brian Hahn, GM  
(Printed Name and Title)

1 Andy's Way South Charleston, WV 25309  
(Address)

304-756-2800 / 304-756-2799  
(Phone Number) / (Fax Number)

bhahn@andersonequip.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.

Anderson Equipment Company  
(Company)

B. Hahn  
(Authorized Signature) (Representative Name, Title)

Brian Hahn, GM  
(Printed Name and Title of Authorized Representative)

6-11-19  
(Date)

304-756-2800 / 304-756-2799  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT1900000116**

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.

Anderson Equipment Company  
Company

[Signature]  
Authorized Signature

6-11-19  
Date

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



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(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
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<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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Anderson Equipment Company  
Company  
Buddy [Signature]  
Authorized Signature  
6-11-19  
Date

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000116**  
**(WVDOH Class 412) GRADALL D152 4X2 Rubber Tired Multi-Purpose Excavator or**  
**Equal (7019EC09)**

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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 a carrier mounted, single engine, full hydraulic telescoping boom excavator capable of excavating, grading, sloping, backfilling, etc., equivalent to a Gradall D152 4X2. The unit shall be current production model.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1, below and on the Pricing Pages.
  - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as **Exhibit A** and used to evaluate the Solicitation response.
  - 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 “PTO”** means Power Take Off
  - 2.6 “RPM”** means Revolutions Per Minute
  - 2.7 “MPH”** mean Miles Per Hour
  - 2.8 “KSI”** means Thousand Tensile Strength
  - 2.9 “GVWR”** means Gross Vehicle Weight Rating
  - 2.10 “GPM”** means Gallons Per Minute
  - 2.11 “HP”** means Horse Power
  - 2.12 “PSI”** means Pounds Per Square Inch
  - 2.13 “DEF”** means Diesel Exhaust Fluid
  - 2.14 “A/C”** means Air Conditioning
  - 2.15 “WVDOH class 412”** in house use only

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**2.16 "LR" means load range.**

**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 Shall be a Gradall Model D152 4X2 or equal.**

**3.1.1.1** Unit shall be current production model and the manufacturers literature shall be submitted with bid.

**3.1.1.2** Unit shall come with 60-inch excavating Bucket without bolt on cutting edge.

**3.1.2 Engine:**

**3.1.2.1** Shall be minimum 6-cylinder diesel powered engine, Turbo charged, liquid cooled, Tier – 4 final.

**3.1.2.2** Engine shall be minimum of 220 horsepower @2300rpm.

**3.1.2.3** Fuel capacity shall be a minimum of 75 gallons.

**3.1.2.4** DEF Tank shall be minimum of 12-gallon.

**3.1.2.5** Engine shall have 120V/1000W minimum block heater if available by manufacturer.

**3.1.2.6** Engine shall have exhaust brake.

**3.1.3 Transmission and Transfer Case:**

**3.1.3.1** Transmission shall be fully automatic Allison RDS 3500 transmission minimum of 5-forward speeds and 1-reverse speed or equal.

**3.1.3.2** Shall have minimum road speed of 55 MPH.



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**3.1.4 Carrier:**

- 3.1.4.1** The carrier shall be a 4x2 rubber-tired type, 8' 6" wide with a 33,000 lb. gross vehicle axle weight rating minimum.
- 3.1.4.2** The frame shall be the manufacture's standard, reinforced with Steel frame insert (1/4" full C-channel) from beyond the front spring hanger in the front and extending throughout the total length of the frame to the rear.
- 3.1.4.3** There shall be a separate sub-frame for upper-structure mounting.
- 3.1.4.4** The wheelbase of the unit shall be a minimum of 27' 1" and the frame width a minimum of 34".
- 3.1.4.5** The carrier shall be equipped with transmission operated remote control.

**3.1.5 Axles and Suspension Front and Rear:**

- 3.1.5.1** Front axle shall be rated at 12,000 lb. minimum.
- 3.1.5.2** Front Suspension shall be leaf type with automatic lockout cylinders.
- 3.1.5.3** Rear Axle shall be rated at 23,000 lb. minimum with a 6:43 ratio and single reduction. The axle shall be equipped with a cab controlled differential lock.

**3.1.6 Brakes:**

- 3.1.6.1** The carrier shall be equipped with four-wheel cam type air brakes with ABS and automatic slack adjusters.
- 3.1.6.2** The system shall include spring set brakes incorporating emergency and parking brakes on the rear axle.
- 3.1.6.3** The system shall include an air compressor 18.7 cfm minimum and desiccant type air dryer with automatic purge valve and thermostatically controlled heater.

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**3.1.7 Tires and Wheels:**

**3.1.7.1** The wheels shall be 10-stud hub piloted disc with correct rating.

**3.1.7.2** The front tires shall be single 285/65R22.5 with correct LR with on/off highway tread Good Year or equal.

**3.1.7.3** The four rear tires shall be 11R22.5 with correct LR with on/off highway traction tread Good Year or equal.

**3.1.8 Steering:**

**3.1.8.1** Carrier steering shall be hydraulic power steering.

**3.1.9 Carrier Cab:**

**3.1.9.1** The carrier cab shall be a two-man, isolation mounted cab. The cab shall include a driver's high back air suspension seat, a basic high back non-suspension passenger seat, 3 point high visibility orange driver and passenger seat belts, adjustable tilt and telescoping steering column, tinted safety glass windows and acoustical lining.

**3.1.10 The following instruments shall be included in Cab.**

**3.1.10.1 A.** Oil pressure gauge

**B.** Water temperature gauge

**C.** Dual air tank pressures

**D.** Fuel level gauge

**E.** DEF level gauge W/low level warning light and buzzer

**F.** Voltmeter gauge

**G.** Hour meter

**H.** Speedometer and Odometer

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**I. Camera System**

**J. AM/FM Radio w/weather band**

**3.1.10.2** The carrier shall be complete with headlights, tail lights, stoplights, back-up lights, identification light clusters, turn indicators, hazard warning, electric windshield wiper and washer, back-up alarm and plain mirrors/convex mirrors on both sides.

**3.1.10.3** Carrier cab shall include Heater/ Defroster and Air Conditioning with fresh cab air filter.

**3.1.10.4** Carrier shall have a minimum of 5-LED work lights.

**3.1.10.5** Driver or passenger side rear mounted steps.

**3.1.11 Upper Rotating Structure:**

**3.1.11.1** The Upper structure shall be supported on the carrier by an internal swing bearing and shall be capable of continuous swing at minimum of 8 RPM.

**3.1.11.2** The counterweight shall weigh a minimum of 4,500 pounds and the tail swing of 6-foot 7-inch maximum.

**3.1.11.3** The swing system shall incorporate a spring set, hydraulic release swing parking brake.

**3.1.11.4** Shall have anti-slip paint on all walking surfaces.

**3.1.12 Boom Structure:**

**3.1.12.1** The boom shall be triangular in cross section and shall consist of a main section and a telescoping section.

**3.1.12.2** Shall have adjustable boom rollers furnished on both boom sections.

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**3.1.12.3** The telescope section shall be equipped with a quick-change bucket adapter and shall telescope hydraulically through a distance minimum of 10 foot.

**3.1.12.4** The boom assembly shall be supported by a cradle that provides for the tilt of the entire boom assembly and attachment through an arc of minimum of 220° about its longitudinal axis. The boom shall rise through an arc minimum of 30° and lower minimum of 60°. The attachment shall open and close through an arc minimum of 165°.

**3.1.13 Hydraulic System:**

**3.1.13.1** Power for the hydraulic system shall be supplied by the carrier engine.

**3.1.13.2** There shall be one-piston pump providing minimum of 58 GPM @ 3800 PSI.

**3.1.13.3** The pump shall be engaged with a PTO to the transmission.

**3.1.13.4** The system shall provide for simultaneous boom, swing and remote functions, quick disconnect type pressure check ports, minimum 51 HP swing motor, minimum 21 HP tilt motor, minimum 108 HP remote drivemotor, appropriate relief valves, oil cooler and filter with service indicator.

**3.1.13.5** The pressurized reservoir shall be of minimum 62-gallon capacity and shall be equipped with sight level gauges. System operating pressure shall not exceed 3800 PSI maximum.

**3.1.13.6** Shall have Auxiliary Hydraulics with a low-pressure Auxiliary return to tank line.

**3.1.13.7** Hydraulics shall be setup to run any advertised Gradall attachment for the D152 or equal model.

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**3.1.14 Upper Structure Cab and Controls:**

**3.1.14.1** The operator's cab shall be all weather with safety glass windows and skylight. The cab shall have front window that rolls overhead for storage.

**3.1.14.2** Upper Cab shall have hinged window guards.

**3.1.14.3** The cab shall have the following accessories, wiper washer, Air Conditioning AM/FM radio, four-way adjustable seat, acoustical treatment, signal horn, filtered heater and defroster, and work light package.

**3.1.14.4** The controls shall be self-centering deadman type consisting of 2 electronic joysticks mounted on the armrests.

**3.1.14.5** Engine controls shall include key type ignition switch with neutral start and throttle.

**3.1.14.6** There shall be warning lights for low air, low DEF, engine maintenance, hydraulic filter condition and level. There shall be an automatic engine shutdown for low oil pressure or high coolant temperature.

**3.1.14.7** Remote carrier propel, steering and automatic digging brake shall be controlled by two-foot pedals. The hydraulic remote-control system shall be complete with an emergency brake control and travel alarm.

**3.1.14.8** Shall have a foot-pedal control for Auxiliary Hydraulics.

**3.1.14.9** Shall have camera system for rear tail-swing and right-hand side of upper structure.

**3.1.15: Operating Weight:**

**3.1.15.1** The operating weight shall be a minimum of 32,000 lbs. with 36-inch excavating bucket.

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**3.1.16 Digging Specifications with 60-inch Excavating Bucket:**

**3.1.16.1** Minimum Digging Depth: 13- foot

**3.1.16.2** Minimum Surface Reach: 24-foot

**3.1.16.3** Boom Tilt (Total Arc/CW Arc/CCW Arc):  
220°/110°/110° minimum.

**3.1.16.4** Minimum Reach (Cleanup - Bucket level, ground level boom retracted): 6-foot minimum

**3.1.16.5** Minimum Tail Swing 6-feet minimum

**3.1.16.6** Minimum Boom Arc: +30°, -75° level

**3.1.16.7** Minimum loading height 16 - feet

**3.1.16.8** Minimum bucket pivot 163- degrees

**3.1.17 Lifting Capacity without bucket, at ground level shall be:**

<b>3.1.17.1</b>	<b>Over End</b>	<b>Over Side</b>
15' 0" Radius	4,760 lbs.	4,760 lbs.
20' 0" Radius	3,365 lbs.	3,365 lbs.
22' 9" Max Radius	2,950 lbs.	2,950 lbs.
All are minimums		

**3.1.18** The equipment shall be capable of performing all functions without the use of outriggers.

**3.1.19 WARRANTY**

**3.1.19.1** 3- year 3000 hours engine, trans, all hydraulics, parts and labor

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**3.2 Miscellaneous:**

**3.2.1 Vendor Responsibility**

**3.2.1.1** The vendor shall be responsible to furnish a Gradall D152 4x2 Rubber Tired Multi-Purpose Excavator or equal that is properly engineered and that conforms 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.

**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



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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 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.

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**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.

**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 shall take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000116**  
**(WVDOH Class 412) GRADALL D152 4X2 Rubber Tired Multi-Purpose Excavator or**  
**Equal (7019EC09)**

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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 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.

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**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to 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.

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**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:** Brian Hahn  
**Telephone Number:** 304-756-2800  
**Fax Number:** 304-756-2799  
**Email Address:** bhahn@andersonequip.com

## 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).*