



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: 575001

Doc Description: ADDENDUM 1 4WD RUBBER TIRED WHEEL LOADER W/BUCKET (7019EC15)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-12	2019-07-25 13:30:00	CRFQ 0803 DOT1900000125	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:

**LESLIE EQUIPMENT CO.
 19 GOFF CROSSING DRIVE
 CROSS LANES, WV 25313**

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X  FEIN # 55-049 3180 DATE 7-24-19

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 FOUR-WHEEL DRIVE RUBBER-TIRED WHEEL LOADER WITH BUCKET 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	4WD RUBBER TIRED WHEEL LOADER W/BUCKET	50.00000	EA	\$ 114,725 ⁰⁰	\$5,736,250 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
22101501	John Deere	2020 4WD Rubber Tired Wheel Loader	444K

Extended Description :

4WD RUBBER TIRED WHEEL LOADER WITH BUCKET

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
2	OPTIONAL: LAND CLEARING RAKE	50.00000	EA	\$ 9210 ⁰⁰	\$460,500 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
22101501	Tag	Loader Rake	OC 200 LR HC

Extended Description :

OPTIONAL: LAND CLEARING RAKE

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
3	OPTIONAL: LOG AND LUMBER FORKS	50.00000	EA	# 9,475 ⁰⁰	# 473,750 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
22101501	Tag	Wheel Loader Forks	QC200PTC 8060

Extended Description :
OPTIONAL: LOG AND LUMBER FORKS

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-07-02
2	VENDOR QUESTION DEADLINE	2019-07-09

SOLICITATION NUMBER: CRFQ DOT1900000125

Addendum Number: 1

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 publish the pre-bid meeting sign-in sheet

No other changes

Bid opening remains July 25, 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 DOT1900000125

ADDENDUM 1

4 WD RUBBER TIRED WHEEL LOADER W/BUCKET

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

1. 3.1.1.3 Engine s Operating weight shall be 25,000 pounds' minimum (exclusive of tire ballast).

Question: My loader weighs over 29,900 lbs. ?

Answer: will accept

2. 3.1.1.4 Unit shall have a breakout force of 14,600 pounds' minimum.

Question: My breakout force is over 23,800 lbs. ?

Answer: will accept

3. 3.1.1.5 Overall length (bucket on ground) shall be 24-foot maximum.

Question # 1: My overall length is 25' 3" instead of a max of 24' ?

Question # 2: Our machine has an overall length of 24' 5". Would this be acceptable?

Answer: (Q# 1 will accept (Q# 2 yes)

4. 3.1.1.7 Overall height shall be 10 feet 8 inches to top of cab (maximum).

Question # 1: My overall height is 10' 10" instead of a max of 10' 8" ?

Question # 2: Our machine has an overall height of 10' 11". Would this be acceptable?

Answer: Q# 1 yes Q# 2 yes

5. 3.1.3.2 Engine shall be a minimum power rating of 120 HP (Horse Power).

Question: My horsepower is 158 instead of 120.

Answer: will accept

6. 3.1.4.1 Shall have on-board automated grease lubrication system installed by manufacturer.

Question: Hitachi would request dealer installed lubrication system.

Answer: will accept

7. 3.1.5.4 Loader shall have Axle and Service brake coolers largest available by manufacturer.

Question # 1: My loader does not have axle and service brake coolers.

Question # 2: Would State accept unit with no coolers, if OEM engineering can produce proof that long "roading" will not negatively impact performance or longevity?

Question # 3: Hitachi redesigned these components to internally cool the sump for maximum cooling thus these are not needed and would be redundant.

Answer: Q# 1 Will accept without coolers BUT Differentials shall be warranted for 5-years unlimited hours.

8. 3.1.8.3 Shall have a minimum of (2) two batteries 950 CCA minimum each.

Question: Would the State accept two (2) batteries at 850 CCA?

Answer: yes, will accept

9. 3.1.12.1 Shall have manufacturers standard front and rear with manual Differential lock with wheel spin control.

Question # 1: My standard front and rear differentials are front limited slip and rear conventional. Front and rear limited slip is optional.

Question # 2: Our machine comes standard with a locking front differential and an open rear differential. A limited slip rear differential is an option. Could you please clarify what is mandatory?

Question # 3: Would the State accept both front and rear limited slip differentials? (Standard on our machines)

Question # 4: Hitachi wheel loaders have standard automatic wheel locks not manual per the specification. (John Deere is the only manufacture that has manual).

Answer: (Q #1 will accept your standard) (Q #2 will accept your standard) (Q #3 will accept your standard) (Q # 4 will accept)

10. 3.1.15.4 Hydraulic system relief pressure shall be 3000 PSI minimum.

Question: Would the State accept a system relief pressure of 2,755 PSI?

Answer: yes

11. 3.1.16.1 Tires shall be correct ply and rating grader/loader type front and rear tubeless radials 17.5/R25 size 1-star L-3.

Question: My standard tires are 20.5R/25 instead of 17.5R/25.

Answer: will accept

12. 3.1.17.9 Seat shall be heated cloth type with headrest and independent height and weight adjustment with orange colored seatbelt.

Question # 1: My manufacturer does not install orange seat belts.

Question # 2: Would the State accept a black seatbelt?

Answer: Yes

13. 3.1.17.10 Unit shall have adjustable tilt and telescoping steering wheel.

Question # 1: Would the State accept a just a tilt steering column?

Question # 2: The John Deere 444 K does not have a telescoping steering column available from the manufacturer. It does have a tilting column. Could this specification be changed to a tilting steering column?

Answer: Q#1 and #2 yes will accept

14. 3.1.17.15 Cab shall have factory embedded payload scale.

Question # 1: Would the State accept a payload scale, installed by dealer?

Question # 2: Hitachi partners with Load Rite scales and would be dealer installed not factory installed.

Answer: Yes, will accept dealer installed

15. 3.1.17.16 Cab shall have factory installed rear view camera and radar object detection system.

Question: Would the state consider a unit without radar object detection?

Answer: Yes

16. 3.1.18.5 Shall have one (1) Class 1 LED beacon, amber mounted on machine.

Question: Would the State consider a beacon that is not LED?

Answer: No

17. 3.1.19.9 One (1) complete set of replacement filters shall be provided with each unit upon delivery.

Question: Full set of filters. Should a full set of filters include the DPF filter?

Answer: will Change To read: 3.1.19.9 One (1) complete set of service filters shall be provided with each unit upon delivery excluding the DPF Filter.

18. 3.1.20.1 The general-purpose bucket shall be 2.00 cubic yard minimum. And 2.5 cubic yard maximum.

Question: My bucket for this size machine is 3.0 cu. yd. instead of 2.0 cu. yd. minimum and 2.5 cu. yd. maximum.

Answer: will accept 3.0 yard

19. 3.1.20.6 Bucket Linkage type shall be Z-bar type or equal.

Question: My quick change bucket style machine uses parallel linkage instead of z-bar for better visibility when using buckets, log forks, lumber and pallet forks, grapples and other attachments.

Answer: will accept parallel linkage

20. 6.1 Delivery Time: A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after standard 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.

Question: We request 150 working days for the pilot model.

Answer: will change to 150 for pilot model

**PRE-BID CONFERENCE
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT R00000125 Date: 7/2/19

Project Description: 4WD Rubber Tired Wheel Loader

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 New Goff Mountain Road
Charleston, WV 25313
 Representative Attending: Seth Gardner
 Phone Number: 304-776-4405
 Fax Number: 304-776-4409
 Email Address: Seth@stateequipment.com

Firm Name: Leslie Equipment Co
 Firm Address: 2020 Likens Lane
Pleasant Valley WV 26554
 Representative Attending: Bo Keeler
 Phone Number: 304-534-5454
 Fax Number: 304-534-5588
 Email Address: keelerbo@leec1.com

Firm Name: Doosan Infracore North America
 Firm Address: 2905 Shawnee Ind Way
Suwanee, GA 30024
 Representative Attending: Matt Gasser
 Phone Number: 291.381.6322
 Fax Number: 860.210.4402
 Email Address: Matt.Gasser@doosan.com

Firm Name: Leslie Equipment Co
 Firm Address: 19 Goff Crossing Drive
Cross Lanes WV 25313
 Representative Attending: Stephen Lewis
 Phone Number: 304-561-8280
 Fax Number: 304-204-1811
 Email Address: lewisstephen@leec1.com

Firm Name: Road Equipment Company
 Firm Address: 500 River Road, Hub Industrial
Park Nitra, WV 25143
 Representative Attending: Joseph Argabrite
 Phone Number: 304-533-0275
 Fax Number:
 Email Address: J.Argabrite@RoadEquipment.com

Firm Name: NEWLONS INTERNATIONAL SALES LLC
 Firm Address: PO Box 1354 / 16 WARD RD
ELKINS, WV 26241
 Representative Attending: BEAU NEWLON
 Phone Number: 304-636-4561
 Fax Number: 304-636-7155
 Email Address: BEAU@NEWLONWV.COM

**PRE-BID CONFERENCE
SIGN IN SHEET**

Request for Quotation Number: CRFR 0803 DOT M00000125 Date: 7/2/19

Project Description: 4wd Rubber Tired Wheel Loader

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: Rish Equipment Co.
 Firm Address: 100 Helicopter Loop
Bridgeport, WV 26330
 Representative Attending: Miranda M. Novak
 Phone Number: 724-415-7777
 Fax Number: 304-842-6126
 Email Address: m.novak@rish.com

Firm Name: Walker Machinery
 Firm Address: _____
 Representative Attending: Eric Ramey
 Phone Number: 304-389-4190
 Fax Number: 304-999-7272
 Email Address: eramey@walker-cat.com

Firm Name: WEST VIRGINIA TRACTOR
 Firm Address: P.O. BOX 473
CHARLESTON WV 25322
 Representative Attending: GARY GRADY
 Phone Number: 304-346-5301
 Fax Number: 304-346-5305
 Email Address: wvtractor@msn.com

Firm Name: Lecl Equipment
 Firm Address: P.O. Box 1220
Beaver WV 25813
 Representative Attending: Brad Hayhurst
 Phone Number: 304-255-1525
 Fax Number: 304-252-9806
 Email Address: hayhurstBRAD@lecl.com

Firm Name: Ridd Equipment Company
 Firm Address: 500 Park Road
P.O. Box 610
NETRO, WV 25143
 Representative Attending: Don Jacobs
 Phone Number: 304-546-5258
 Fax Number: 304-755-7590
 Email Address: djacobs@ridd.com

Firm Name: Anderson Equipment Co
 Firm Address: 1 Andys Way
S. Charleston, WV 25
 Representative Attending: Bert Smith
 Phone Number: 304-614-5811
 Fax Number: 304-366-2714
 Email Address: bsmith@andersonequip.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRF 0813 DOT 190000125 Date: 7/2/19

Project Description: 4WD Rubber Tired Wheel Loader

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: _____
Pam Hall
WV DOT
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____
Good Circle
WV DOT
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____
MARCIA
DOT
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

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

Firm Name: _____
Firm Address: _____
Tina Lewis
WV DOT
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

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

STATE EQUIPMENT, INC.

SETH GARDNER
"THE HAWK"

CELL: 304-533-6020
OFFICE: 304-779-4605
FAX: 304-779-4609
EMAIL: SETH@STATEEQUIPMENT.COM
WWW.STATEEQUIPMENT.COM



560 New Goff Mountain Rd
Cross Lanes, WV 25313

Kubota's CASE

Eber Beaver



Walker

Eric Ramsey
General Sales Manager

Cecil I. Walker Machinery Co.
P.O. Box 2427
Charmers, WV 25328
Office: (304) 848-6400
Cell: (304) 388-4180
Fax: (304) 848-7272
eramy@walker-cat.com
www.walker-cat.com



"Run with the Best"

Bo Kesler

Corporate

2098 Lillian Lane
Pleasant Valley, WV 26554
keslerbo@lec1.com
www.lec1.com



JOHN DEERE

Office: 304-534-5454
Fax: 304-534-5888
Cell: 304-642-7931



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Bert Smith
Sales Representative

Fairmont Branch
2007 Ruskin Drive
Pleasant Valley, WV 26554
bsmith@andersonequip.com
Phone: 304-366-5076
Fax: 304-366-7214
Mobile: 304-614-5611
www.andersonequip.com



"Run with the Best"

Brad Hayhurst

Sales Manager

P.O. Box 1220
Beaver, WV 25813
hayhurstbrad@lec1.com
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JOHN DEERE

Office: 304-255-1525
Fax: 304-929-2557
Cell: 304-673-8642



"Run with the Best"

Steve Lewis

Sales Representative

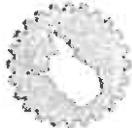
19 Goff Crossing Drive
Cross Lanes, WV 25313
lewissteve@lec1.com
www.lec1.com



JOHN DEERE

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

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



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

www.wvtractor.com

GARY W. GRADY
PRESIDENT
Cell (304) 545-8068

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

wvtractor@msn.com

JOSEPH ARGABRITE
PRODUCT SUPPORT REPRESENTATIVE

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



RON JACOBS
SALES REPRESENTATIVE

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



MIRANDA M. NOVAK
Finance Manager & Sales Coordinator



100 Heliport Loop
Bridgeport, WV 26330
Office: 304-842-3511 x.8518
Fax: 304-842-6126
Cell: 304-641-2562
mnovak@rish.com



Matt Gansser
National and Key Accounts Sales Manager



2905 Shawnee Industrial Way
Suwanee Georgia 30024
T - 678-774-6429
M - 281-381-6322
matt.gansser@doosan.com



Official Partner of Major League Baseball

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:

Date and Time:

July 2, 2019 at 10:00 AM EST

Location:

WVDOH Equipment Division
83 Brushy Fork Road Crossing
Buckhannon, WV 26201

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: July 9, 2019 at 10:00 AM EST

Submit Questions to: Crystal Husted

2019 Washington Street, East

Charleston, WV 25305

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

Email: Crystal.G.Husted@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 Husted
SOLICITATION NO.: CRFQ DOT1900000125
BID OPENING DATE: July 25, 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 ^{7/8} 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: July 25, 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.

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 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.

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

Revised 01/24/2019

“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.

REQUEST FOR QUOTATION
CRFQ DOT1900000125
(Class 353) 4WD Rubber Tired Wheel Loader with Bucket (7019EC15)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a 4 Wheel Drive, Rubber Tired Wheel Loader John Deere with Bucket or equal.

- 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 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 “°”** means degrees.

 - 2.6 “HP”** means horsepower.

 - 2.7 “F”** means Fahrenheit.

 - 2.8 “CCA”** means cold cranking amps.

 - 2.9 “PSI”** means pounds per square inch.

 - 2.10 “ROPS”** means rollover protection system.

 - 2.11 “Class 353”** is for WVDOH internal use only

- 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

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basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 4 Wheel Drive Rubber Tired Wheel Loader John Deere with Bucket or equal mandatory requirements.

- 3.1.1.1** 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.
- 3.1.1.2** Unit shall be equipped with manufacturers' vandalism package and all machines keyed alike.
- 3.1.1.3** Operating weight shall be 25,000 pounds' minimum (exclusive of tire ballast).
- 3.1.1.4** Unit shall have a breakout force of 14,600 pounds' minimum.
- 3.1.1.5** Overall length (bucket on ground) shall be 24-foot maximum.
- 3.1.1.6** Loader shall have articulated frame with full hydraulic power steering.
- 3.1.1.7** Overall height shall be 10 feet 8 inches to top of cab (maximum).
- 3.1.1.8** Dumping clearance at maximum height and 45-degree dump angle shall be 100-inches' minimum.
- 3.1.1.9** Loader shall be equipped with a hydraulic quick coupler system for interchangeability of attachments, controlled from operator station. (bucket removal to forks or material handler without leaving cab)

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3.1.3 ENGINE

3.1.3.1 Engine shall be Tier 4 Final

3.1.3.2 Engine shall be a minimum power rating of 120 HP (Horse Power).

3.1.3.3 Engine shall have an engine block heater installed.

3.1.3.4 Engine shall have a cold weather starting system.

3.1.3.5 Engine shall have engine oil cooler.

3.1.3.6 Engine shall have electrical fuel priming pump.

3.1.4 AUTOMATED CHASSIS LUBERCATION SYSTEM

3.1.4.1 Shall have on-board automated grease lubrication system installed by manufacturer.

3.1.5 COOLING SYSTEMS

3.1.5.1 Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons with automatic reversing fan drive.

3.1.5.2 Cooling system shall be supplied with Dex-cool or equal extended life antifreeze protected to a point of -34 degrees F.

3.1.5.3 Shall provide Engine coolant filter if available by engine manufacturer.

3.1.5.4 Loader shall have Axle and Service brake coolers largest available by manufacturer.

3.1.6 AIR INDUCTION SYSTEM

3.1.6.1 Shall have dry type dual element (2 stage) air cleaner with pre-cleaner.

3.1.6.2 Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.

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3.1.7 EXHAUST SYSTEM

3.1.7.1 Complete aluminized exhaust system shall be manufacturers standard for unit specified.

3.1.8 ELECTRICAL SYSTEM

3.1.8.1 Unit's electrical system shall be manufacturer's noise suppression wiring.

3.1.8.2 System shall be 12 volts and/or 24 volts negative ground (manufacturers standard).

3.1.8.3 Shall have a minimum of (2) two batteries 950 CCA minimum each.

3.1.8.4 Shall have master switch corrosion resistant.

3.1.8.5 Electrical system shall have corrosion-prevention package (corrosion resistant spray, sealer, di-electric grease etc. on all exposed wiring with protective covers)

3.1.9 CHARGING SYSTEM

3.1.9.1 Unit shall have 60-amp alternator minimum with internal regulator.

3.1.10 ENGINE FUEL SYSTEM

3.1.10.1 Fuel capacity shall be 12 working hours, minimum.

3.1.10.2 Unit shall be provided with a fuel/water separator.

3.1.11 TRANSMISSION

3.1.11.1 Transmission shall be automatic / Power- Shift or Hydrostatic.

3.1.11.2 Transmission shall have a minimum of 3 forward speeds and minimum of 2 reverse speeds.

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3.1.11.3 Shall be single lever Joystick controlled with auxiliary function or equal.

3.1.12 DIFFERENTIAL

3.1.12.1 Shall have manufacturers standard front and rear with manual Differential lock with wheel spin control.

3.1.13 AXLES

3.1.13.1 Front axle shall be fixed.

3.1.13.2 Rear axle shall oscillate 10-degrees minimum each direction.

3.1.14 BRAKES

3.1.14.1 Parking brake shall be spring applied, hydraulically released, driveline mounted, sealed wet multi-disc or equal.

3.1.14.2 Park brake shall be independent of service brake.

3.1.14.3 Shall have wet type disk service brakes.

3.1.15 HYDRAULIC SYSTEM

3.1.15.1 Unit shall provide hydraulic lift, lower, dump, roll back and float plus third spool auxiliary valve with cab controller.

3.1.15.2 All hydraulic cylinders shall be double action chrome plated piston type.

3.1.15.3 A sight glass shall be provided for daily checking of hydraulic oil.

3.1.15.4 Hydraulic system relief pressure shall be 3000 PSI minimum.

3.1.15.5 Unit shall be equipped with manufacturer's standard hydraulic filtering system.

3.1.15.6 Unit Shall have automatic ride control.

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3.1.16 TIRES

3.1.16.1 Tires shall be correct ply and rating grader/loader type front and rear tubeless radials 17.5/R25 size 1-star L-3.

3.1.16.2 Overall tire width (outside left to outside right) shall not exceed 8.5 - feet maximum.

3.1.17 CAB AND RELATED ACCESSORIES

3.1.17.1 Cab shall be OSHA approved ROPS/FOPS.

3.1.17.2 Cab shall be insulated and pressurized.

3.1.17.3 Cab shall be equipped with heater, defroster and air conditioning installed by manufacturer with fresh air filter system.

3.1.17.4 Cab shall have front and rear windshield wipers and washers.

3.1.17.5 Cab shall have safety, tinted glass at all locations.

3.1.17.6 Cab exterior shall have left, and right side largest available exterior mirrors heated and one in cab rear view mirror.

3.1.17.7 Cab must have at least one (1) entry door, lockable.

3.1.17.8 Unit shall be provided with non-skid self-cleaning steps and hand holds left side.

3.1.17.9 Seat shall be heated cloth type with headrest and independent height and weight adjustment with orange colored seatbelt.

3.1.17.10 Unit shall have adjustable tilt and telescoping steering wheel.

3.1.17.11 Front and Rear full coverage fenders shall be provided on unit.

3.1.17.12 Fire extinguisher shall be provided and mounted in unit.

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3.1.17.13 AM/FM weather-band radio with remote auxiliary port shall be provided and installed in cab.

3.1.17.14 Cab shall have one (1) 12-volt power port.

3.1.17.15 Cab shall have factory embedded payload scale.

3.1.17.15.1 Scale shall provide weight each bucket load plus total load for a minimum of 10-trucks total and 5-different materials.

3.1.17.16 Cab shall have factory installed rear view camera and radar object detection system.

3.1.17.17 Cab shall have factory installed sun visor/sunshield

3.1.18 LIGHTING SYSTEM

3.1.18.1 Unit shall have two (2) hi/low halogen beam front lights for roading and working.

3.1.18.2 Wheel loader shall have four (4) LED work lights, two (2) front and two (2) rear mounted in accordance to cab features.

3.1.18.3 Unit shall have LED flash/turn signals (front/rear) stoplights and taillights.

3.1.18.4 Unit shall be provided with console and dome lighting.

3.1.18.5 Shall have one (1) Class 1 LED beacon, amber mounted on machine.

3.1.18.6 Unit shall be equipped with OSHA approved audible reverse alarm.

3.1.18.7 Articulation locking bar and pin shall be provided.

3.1.19 UNIT INSTRUMENTATION:

Shall provide the following:

3.1.19.1 Tachometer

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3.1.19.2 Speedometer

3.1.19.3 Hour meter shall be operable from engine operation not key switch.

3.1.19.4 Fuel gauge

3.1.19.5 Ammeter/or volt meter

3.1.19.6 Coolant temperature indicator with audible buzzer or visual warning light.

3.1.19.7 Engine oil pressure indicator with audible buzzer or visual warning light.

3.1.19.8 Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator.

3.1.19.9 One (1) complete set of replacement filters shall be provided with each unit upon delivery.

3.1.19.10 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

3.1.20 BUCKET and Bucket Linkage Type:

3.1.20.1 The general-purpose bucket shall be 2.00 cubic yard minimum. And 2.5 cubic yard maximum.

3.1.20.2 Bucket width shall match overall width of machine.

3.1.20.3 Bucket shall roll back 40 degrees at ground level and dump at 42 degrees minimum at full height.

3.1.20.4 Unit shall be equipped with automatic return to work leveler for bucket and attachments.

3.1.20.5 The cutting edge shall welded to bucket and a bolt-on replaceable cutting edge shall be mounted under it.

3.1.20.6 Bucket Linkage type shall be Z-bar type or equal.

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3.1.20.7 Bucket shall have lifting eyes on left and right side and center of bucket.

3.1.21 FORKS (Exhibit C) and BRUSH GRAPPLES (Exhibit D) will be optional line items on pricing page. (Exhibit A)

3.1.21.1 Log and lumber style Forks shall be adjustable width, manufacturers standard size for unit bid Craig or equal.

3.1.21.2 Shall have Land Clearing Rake manufacturers standard size for unit bid Craig brand or equal.

3.1.23 PAINT

3.1.23.1 The Loader and attachments shall be painted manufacturers standard paint color with all decals.

3.2 Miscellaneous:

3.2.1 Vendor Responsibility

3.2.1.1 The vendor shall be responsible to furnish a 4 wheel drive, rubber tired wheel loader with bucket 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.

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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 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.

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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 inserting the year, make, model and inserting the quoted unit price. Vendor should 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.

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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 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 180 working days after standard 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

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delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

6.4 Conditions 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 Road 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 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.

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 WVDOL.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____
TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART #: _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL _____ ENGINE _____

AIR INNER _____ TRANSMISSION _____

AIR OUTER _____ POWER STEERING _____

FUEL PRIMARY _____ HYDRAULIC _____

FUEL SECONDARY _____ DIFFERENTIALS _____

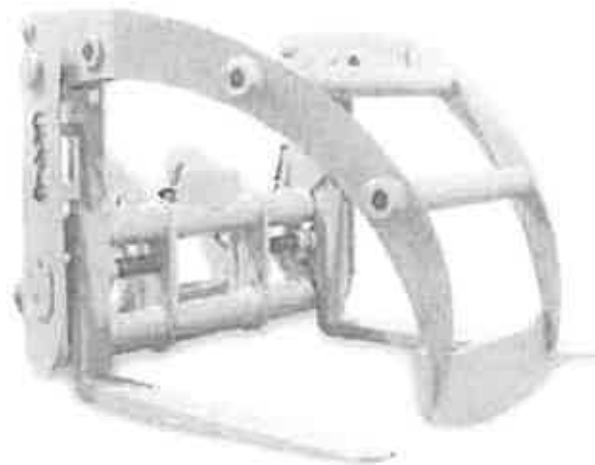
COOLANT _____ BRAKE FLUID _____

HYDRAULIC _____ COOLANT _____

OTHER _____ OTHER _____

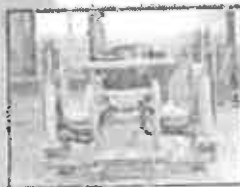
CRAIG™

WE CLIP
LOG AND LUMBER FORKS



The Craig Log and Lumber Fork is a do-it-all job site tool for the mill operator who has a variety of requirements for their loader. Excellent for handling tree length or bolt length logs, the Craig Log and Lumber Fork also features 'L' shaped tines for handling stickered lumber and loaded lifts. The fork frame features a cylinder-tower design which keeps the top of the back frame low, while the top clamp is made from superior AR 100 steel for an open design. Ensuring maximum visibility keeps the operation efficient and safe.

- Available in various fork lengths and thicknesses
- Available in Craig Quik Key, OEM coupler and Pin-on configurations
- Optional third valve required on machine
- Optional floating tine assembly that can be locked rigid when not in use



96 McLean Avenue
Harlow, NB
E7P 2K5

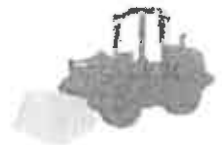
315 Thompson Drive
Cambridge, ON
N1T 2B3

#100-310 Burnt Park Way
Red Deer County, AB
T4S 2L4

Ph: (506) 375-4493
Fax: (506) 375-4848

Ph: (519) 623-9500
Fax: (519) 623-9511

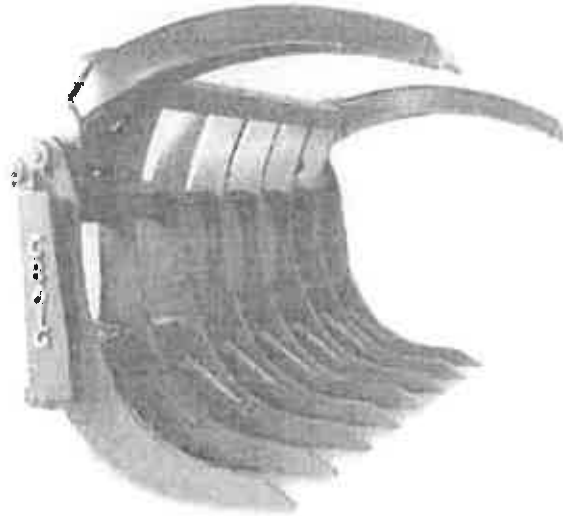
Ph: (403) 356-0048
Fax: (403) 356-0049



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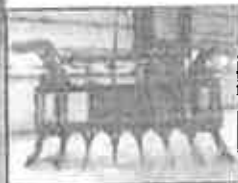
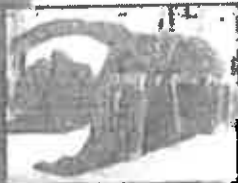
CRAIG™

LAND CLEARING RAKE



The Craig Land Clearing Rake transforms your loader into a versatile land clearing tool. Perfect for working with logging slash for biomass fuel collection and site preparation for re-planting. The boxed frame design provides maximum strength and high visibility while long and curved rake teeth offer superior load capacity.

- Optional replaceable teeth available on request
- Available in Craig Quik Key, OEM coupler and Pin-on configurations
- Critical wear areas utilize Brinell 400 wear plate
- Available without hydraulic clamps



National Office
96 McLean Avenue
Harland, NB
E7P 2K5

Cambridge Office
315 Thompson Drive
Cambridge, ON
N1T 2B3

Red Deer Office
#100-310 Buret Park Way
Red Deer County, AB
T4S 2L4

Ph: (506) 375-4493
Fax: (506) 375-4848

Ph: (519) 623-9500
Fax: (519) 623-9511

Ph: (403) 356-0048
Fax: (403) 356-0049

1-800-565-5007

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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; website: www.ethics.wv.gov.

Revised June 8, 2018

EXHIBIT A

CRFQ DOT1900000125

4 WHEEL DRIVE RUBBER TIRED LOADER with Bucket

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	One Complete Unit: 4 Wheel Drive Rubber Tired Wheel Loader with Bucket	John Deere / 444K / 2020	50	\$114,725.00	\$5,736,250.00
2	Optional: Log and Lumber Forks	Tag / QC200PTC8060 / 2020	50	\$ 9,475.00	\$473,750.00
3	Optional: Land Clearing Rake	Tag / QC200LRHC / 2020	50	\$ 9,210.00	\$460,500.00
Total Bid Amount					\$6,670,500.00

Vendor Information

Company Name: Leslie Equipment Company

Contact Manager: Paul Daniels

Address: 19 Goff Crossing Drive

Cross Lanes, WV 25313

Phone: 304-204-1818

Fax: 304-204-1811

Email: danielpaul@lec1.com

Signature: Paul Daniels

RECEIVED
2019 JUL 25 PM 1:12
WV PURCHASING
DIVISION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000125

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.

Leslie Equipment Co.
Company
[Signature]
Authorized Signature
7-24-19
Date

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

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.

Paul Daniels Sales Rep
(Name, Title)
Paul Daniels Sales Rep.
(Printed Name and Title)
19 Goff Crossing Drive Cross Lanes WV 25313
(Address)
304-204-1818 / 304-204-1811
(Phone Number) / (Fax Number)
danielspaul@lec1.com
(email address)

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

Leslie Equipment Co.
(Company)

Paul Daniels Paul Daniels Sales Rep.
(Authorized Signature) (Representative Name, Title)

Paul Daniels Sales Rep.
(Printed Name and Title of Authorized Representative)

7-24-19
(Date)

304-204-1818 / 304-204-1811
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000125

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.

Leslie Equipment Co.
Company


Authorized Signature

7-24-19
Date

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

**REQUEST FOR QUOTATION
CRFQ DOT1900000125
(Class 353) 4WD Rubber Tired Wheel Loader with Bucket (7019EC15)**

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

8.2 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for 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: Paul Daniels
Telephone Number: 304-204-1818
Fax Number: 304-204-1811
Email Address: daniels.paul@lec1.com

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Leslie Equipment Co Address: 19 Goff Crossing Drive
Cross Lanes WV 25313

Name of Authorized Agent: Paul Daniels Address: 19 Goff Crossing Drive Cross Lanes S

Contract Number: DOT 190000025 Contract Description: 4WD Rubber Tired Wheel Loader

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.

John D Leslie

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: 

Date Signed: 7-24-19

Notary Verification

State of West Virginia, County of Kanawha

I, Paul O. Daniels, 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 24th day of July, 2019.

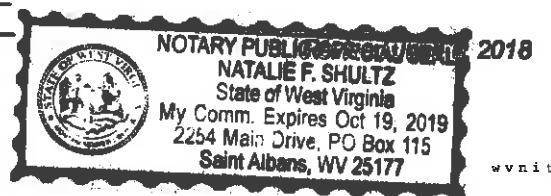

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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: Leslie Equipment Co.

Authorized Signature: [Signature] Date: 7-24-19

State of West Virginia

County of Kanawha, to-wit:

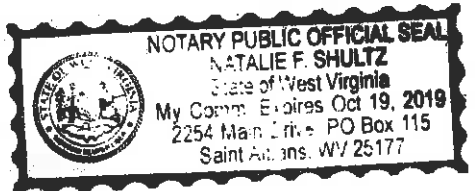
Taken, subscribed, and sworn to before me this 24th day of July, 2019

My Commission expires October 19, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

LIMITED WARRANTY POLICY and PROCEDURES

TAG Manufacturing, Inc. Warrants its New Product(s) to be Free from Defects in Materials and Workmanship for a Period of One (1) Year from Date of Original Purchase

1. **What is a Warranty ?** A warranty is a statement by the Supplier of Goods that he Expects the Product to work for a Limited Time and that he will consider reimbursing specific expenses associated with the product failure to perform to those expectations and of the maker's responsibility for the repair, or replacement of defective parts as an assurance for the fulfillment of a condition: as an assurance of the quality of, or of the length of use to be expected from a product offered for sale. **A Warranty is NOT a Contract, a Warranty is NOT a Given Condition of the Sale, and a Warranty is NOT a Promise to Pay for a Dealer's Expenses**
2. **What information is required for a Warranty Claim ?**
 - Attachment / Product Serial Number (▲)
 - Original Invoice Number, or Sales Order Number (▲)
 - Date Attachment was Placed into Service (▲)
 - Hours of Use (▲)
 - Detailed Description of Failure, or Need for Replacement. Digital photographs showing the reason for the Claim Must Accompany All Warranty Claims. And any additional comments, or information, if any information is missing it may void, or delay action on the claim. (▲ required)
3. **Who can Authorize Warranty Work and Warranty Expense ?** • TAG Manufacturing, Inc.'s Warranty Administrator Only, all other TAG Manufacturing, Inc. employees are exempt from offering, engaging, or administering any Warranty Claim/s.
 - You Must First Contact our Office : call 888-490-0501 / 423-893-3345 / or fax 423-893-3385, **PRIOR TO ANY WORK, WELDING, REPAIRS, ADJUSTMENTS, or MODIFICATIONS** to Any Product(s) Supplied by TAG Manufacturing, Inc.
 - All Warranty Claims must be Submitted Prior to Any Action Taken. No Claims, or Dealer Invoices submitted for reimbursement will be paid, if an approved Warranty Claim Number Was Not Obtained First, and this Authorization must Pre-Date any work, or actions that have, or will have been taken. A warranty claim number will be assigned to all Approved Warranty Claims. The warranty is filed when you are given a Warranty Claim Number if the dealer can perform the work, and a written quotation was first submitted with an approved warranty claim number
 - If the dealer cannot perform the work, a written quotation for the work must be obtained from other sources and submitted for authorization prior to having work performed
4. The Total Liability of TAG Manufacturing, Inc. is Limited to the Repair, or Replacement of any Product, or Part found to be Defective
5. TAG Manufacturing, Inc. will Bear No Responsibility, or Liability for and Product(s) which have been Mishandled, Abused, Misapplied, Misused, Field Modified by Unauthorized Personnel, or which have Altered, or Missing Serial Numbers, Nor Does this Warranty Apply to Normal Wear and Use of any Product(s) Sold
6. TAG Manufacturing, Inc. will Not be Responsible for Loss of Productivity, Mileage Cost, or Down-Time incurred by the Dealer, or the End-User as a result of any defect in materials, or workmanship of its product(s)
7. This States the Exclusive and Sole Remedy against TAG Manufacturing, Inc. relating to its Product(s), whether in contract, or in tort, or under legal theory, and whether arising out of warranties, representations, instructions, installations, or defects from any cause. TAG Manufacturing, Inc. shall Not be Liable under any legal theory, for loss of use, revenue, or profit, or for substitute use, or performance, or for incidental, indirect, or special, or consequential damages, or for loss of cost of similar type
8. ***This Warranty and the Liabilities Set Forth Herein are Exclusive and in Lieu of All of Their Liabilities and Warranties, Expressed, or Implied, Including, But Not Limited to, Implied Warranties, or Merchantability, and Fitness for a Particular Purpose, and Constitutes the Only Warranty of TAG Manufacturing, Inc. with Respect to the Product(s)***



TAG Manufacturing, Inc. • 6989 Discovery Drive • Chattanooga, TN 37416

Ph. 888-490-0501 • 423-893-3345 • fax 423-893-3385