



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 626822

Procurement Type: Central Master Agreement

Vendor ID: 000000200284

Legal Name: CECIL I WALKER MACHINERY CO

Alias/DBA:

Total Bid: \$6,681,712.00

Response Date: 11/25/2019

Response Time: 17:17

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000051

Published Date: 11/20/19

Close Date: 11/26/19

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 4WD TRACTOR
WMID MTD. ART. BOOM MOWER

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 626822

Solicitation Description : ADDENDUM 1 4WD TRACTOR W/MID MTD. ART. BOOM MOWER

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-26 13:30:00	SR 0803 ESR11251900000003286	1

VENDOR
000000200284 CECIL I WALKER MACHINERY CO

Solicitation Number: CRFQ 0803 DOT2000000051

Total Bid : \$6,681,712.00 **Response Date:** 2019-11-25 **Response Time:** 17:17:46

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	4WD TRACTOR W/MID MOUNTED ART. BOOM MOWER	40.00000	EA	\$145,992.800000	\$5,839,712.00

Comm Code	Manufacturer	Specification	Model #
21101701			

Extended Description : 4 WHEEL DRIVE TRACTOR W/MID-MOUNTED ARTICULATED BOOM MOWER W/60" ROTARY CUTTING HEAD

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	52-INCH BATTLE AXE HEAD	40.00000	EA	\$10,978.000000	\$439,120.00

Comm Code	Manufacturer	Specification	Model #
21101708			


Extended Description : 52-INCH BATTLE AXE HEAD

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	50-INCH SRD MULCHER HEAD	40.00000	EA	\$10,072.000000	\$402,880.00

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description : 50-INCH SRD MULCHER HEAD

REVISED EXHIBIT A

VENDOR: Cecil I Walker Machinery Class 131 4WD TRACTOR W/MID MOUNTED ART. BOOM MOWER					
CRFQ DOT2000000051					
Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	John Deere 6110m with Alamo Maverick 2 with 60-inch rotary head or equal	Massey Ferguson 5711S with Diamond 23' Rear Cradle Boom and 60" Rotary Head	40	\$145,992.80	\$5,839,712
2	Alamo 52-inch Battle Axe head or equal	Diamond 50" HD Boom Flail	40	\$10,978	\$439,120
3	Alamo 50-inch SRD mulcher head or equal	Diamond 36" Boom Forestry Disc Mulcher	40	\$10,072	\$402,880
Total Bid Amount 					\$6,681,712

Contract will be awarded to the lowest responsible bidder

Vendor Information

Company Name: Cecil I Walker Machinery

Contract Manager: Zach Peters

Address: 1400E Dupont Ave Belle WV 25015

Phone: 740-285-6495

Fax: 740-286-6040

Email: zpeters@walker-cat.com

Signature: 



223012-01

November 25, 2019

WV DOH OAK HILL

3121 MAIN STREET
OAK HILL, West Virginia 25901

Dear ,

Thank you for this opportunity to quote Massey Ferguson and Diamond products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Model: MF5711 MSF Massey Ferguson with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

Thank you for your interest in Walker Machinery and Massey Ferguson/Diamond products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,

Zach Peters
Machine Sales Representative
Walker Machinery
ZPeters@walker-cat.com
(740) 285-6495

One (1) New Model: MF5711 MSF Massey Ferguson with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

Massey Ferguson 5711S Classic	
29 GPM Closed Center Load Sensing Hydraulics	960 CCA Battery
Dyna 4 Transmission with 16F/16R Gears w/Speed Matching	Cab Cage
Auxiliary Valves 1 & 2	Diamond Boom Mower
Auxiliary Valves 3 & 4	60" Boom Rotary
4 LED Front Work Lights, 2 LED Rear Worklights, LED Worklights on Front Hood, Handrails, and Rear Fenders	50" Flail
Nokian 480/80R34 Rear Nokian 400/80R24 Tires	36" Forestry Disc

SELL PRICE	\$167,042.80
NET BALANCE DUE	\$167,042.80
AFTER TAX BALANCE	\$167,042.80

WARRANTY & COVERAGE

Standard Warranty: 24 Months / 2,000 Hours * Scheduled Oil sampling is required during entire warranty period.

F.O.B/TERMS:
Nitro

Accepted by _____ on _____

Signature _____



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: 626822

Doc Description: 4WD TRACTOR W/MID MTD. ART. BOOM MOWER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-17	2019-11-26 13:30:00	CRFQ 0803 DOT2000000051	1

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:
 Cecil I Walker Machinery
 1400 E Dupont Ave
 Belle WV 25015
 304-949-6400

FOR INFORMATION CONTACT THE BUYER

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

Signature X  FEIN # 55-0352647 DATE 11-25-19

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 WVDOH CLASS 131 FOUR (4) WHEEL DRIVE UTILITY TRACTOR JOHN DEERE 6110M OR EQUAL WITH MID MOUNTED ALAMO MAVERICK II ARTICULATED BOOM MOWER WITH 60" ROTARY CUTTING HEAD WITH OPTIONAL ATTACHMENTS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

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 TRACTOR W/MID MOUNTED ART. BOOM MOWER	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701			

Extended Description :

4 WHEEL DRIVE TRACTOR W/MID-MOUNTED ARTICULATED BOOM MOWER W/60" ROTARY CUTTING HEAD

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	52-INCH BATTLE AXE HEAD	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description :

52-INCH BATTLE AXE HEAD

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	50-INCH SRD MULCHER HEAD	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description :
 50-INCH SRD MULCHER HEAD

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-11-06
2	VENDOR QUESTION DEADLINE	2019-11-13

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

Date and Time: November 6, 2019 at 10:00 AM

Location:

WV DOH 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
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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: **November 13, 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 DOT2000000051
BID OPENING DATE: November 26, 2019
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: November 26, 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

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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

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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: 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.

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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.

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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-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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- 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.
- ***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305
-
-

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 10/01/2019

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

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

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

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

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

Zach Peters , Sales

(Name, Title)
Zach Peters , Sales

(Printed Name and Title)
1400E Dupont Ave Belle WV 25015

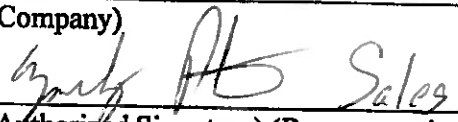
(Address)
740-285-6495 , 740-286-6040

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

(email address)

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

Cecil I Walker Machinery

(Company)


(Authorized Signature) (Representative Name, Title)

Zach Peters, Sales

(Printed Name and Title of Authorized Representative)

11-25-19

(Date)

740-285-6495 , 740-286-6040

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000051

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.

Cecil I Walker Machinery

Company


Authorized Signature

11-25-19
Date

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

REQUEST FOR QUOTATION
CRFQ DOT200000051
4WD John Deere 6110M Tractor or Equal with Optional Attachments

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a (WVDOH Class 131) four (4) Wheel Drive Utility Tractor John Deere 6110M or Equal with Mid Mounted Alamo Maverick II Articulated Boom Mower With 60" Rotary Cutting Head with Optional Attachments.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"WVDOH"** means West Virginia Division of Highways.
 - 2.5 **"EPA"** means Environmental Protection Agency.
 - 2.6 **"PTO"** means Power Take Off.
 - 2.7 **"OSHA"** means Occupational Safety and Health Act.
 - 2.8 **"MPH"** means miles per hour.
 - 2.9 **"GPM"** means gallons per minute.
 - 2.10 **"PSI"** means pounds per square inch.
 - 2.11 **"ROPS"** means Roll-over Protection Structures.
 - 2.12 **"RPM"** means Revolutions per minute.
 - 2.13 **"CCA"** means cold cranking amps.
 - 2.14 **"SCV"** means selective control valve

Revision 10/27/14

REQUEST FOR QUOTATION
CRFQ DOT2000000051
4WD John Deere 6110M Tractor or Equal with Optional Attachments

2.15 "MBG" means medium brush and grass

3. GENERAL REQUIREMENTS:

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

3.1.1 General – 4 Wheel Drive Tractor general mandatory requirements.

3.1.1.1 Unit shall be 4-wheel drive.

3.1.1.2 Wheelbase shall be 90 inches minimum.

3.1.1.3 Tractor dry weight (without ballast): shall be 10,000 lbs. minimum

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

3.1.2 Engine – The following are mandatory requirements related to the tractor's engine.

3.1.2.1 Engine shall be Tier 4 final.

3.1.2.2 Shall have 85 PTO horsepower minimum.

3.1.2.3 Shall be Manufacturers standard (4) four-cylinder minimum, water cooled, 4 valves per cylinder diesel powered engine.

3.1.2.4 Shall be Manufacturers standard governor with engine key shut off, wire sealed by Manufacturer.

3.1.3 Engine Lubrication System – The following are mandatory requirements related to engine's lubrication system.

3.1.3.1 The engine shall have full pressure lubrication with oil filter and oil bypass system.

REQUEST FOR QUOTATION
CRFQ DOT2000000051
4WD John Deere 6110M Tractor or Equal with Optional Attachments

3.1.3.2 Shall have engine oil cooler

3.1.4 Engine Cooling System – The following are mandatory requirements related to the engine’s cooling system.

3.1.4.1 Shall have manufacturer’s largest cooling system offered.

3.1.4.2 Cooling system shall be equipped with a coolant recovery tank and sight glass.

3.1.4.3 Shall have engine air filtration system.

3.1.4.4 Shall have Dry type dual element (2 stage) air cleaner with self-dumping valve.

3.1.4.5 Unit shall an air filter restriction indicator that is operator visible when service is required.

3.1.5 Exhaust System – The following are mandatory items related to the exhaust system.

3.1.5.1 The muffler shall be mounted in compliance with Tier 4 final standards and not interfere with the articulated boom mower.

3.1.6 Electrical System – The following are mandatory items related to the electrical system.

3.1.6.1 Unit’s electrical system shall be manufacturer’s noise suppression wiring and must have 12 volts negative ground.

3.1.6.2 Shall have Neutral start switch (for safety purposes)

3.1.6.3 Shall have minimum 1200 cold cranking amp (CCA) battery.

3.1.6.4 Shall have Manufacturer factory back up alarm.

3.1.7 Charging System – The following are mandatory items related to the charging system.

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3.1.7.1 Charging system shall be 12volt negative ground.

3.1.8 Engine Fuel System – The following are mandatory requirements related to the engine’s fuel system.

3.1.8.1 If fuel tank is exposed, manufacturers skid plate must be provided.

3.1.8.2 Dual stage fuel filtering shall be provided.

3.1.8.3 Unit shall have a fuel water separator.

3.1.8.4 Shall have largest manufacture DEF tank offered not to interfere with articulated boom mower.

3.1.9 Lighting – The following are mandatory requirements related to the lights.

3.1.9.1 Unit shall have Whelen IX4AC liberty II LED amber and white lightbar or equal, mounted on the top rear center of cab protection.

3.1.9.2 Shall have two (2) high-low beam head light (halogen) with manufacturers mounted switch.

3.1.9.3 Shall have four (4) LED factory roof mounted work lights; two (2) front and two (2) rear.

3.1.9.4 Shall have fender mounted rear taillights and turn signals.

3.1.9.5 Unit shall have seven pin (7) factory installed terminal out socket to provide lighting for towed equipment.

3.1.9.6 Shall have four (4) factory roof mounted flashing warning lights; two (2) front and two (2) rear.

3.1.9.7 Unit shall be provided with console and dome lighting.

3.1.10 Unit Instrumentation – The following are mandatory requirements related to the unit’s instrument panel.

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3.1.10.1 Unit Instrumentation shall include:

- A. Tachometer
- B. Speedometer
- C. Hour meter operable from engine operation not key switch
- D. Coolant temperature indicator with audible buzzer or warning light
- E. Oil pressure indicator with audible buzzer or warning light
- F. Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

3.1.11 Clutch - The following are mandatory requirements related to the clutch.

3.1.11.1 Clutch shall be wet type.

3.1.12 Transmission – The following are mandatory requirements related to the transmission’s design and arrangement.

3.1.12.1 Shall have power shift design, power shuttle provides touch button powershifting through the gears of each range and must have a transmission that can be shifted on the go without using a clutch within the speed gears.

3.1.12.2 Shall have transmission forward and reverser control that can be shifted from forward to reverse without the use of a clutch and shifted on the go, shifter mounted on the steering column.

3.1.12.3 The unit shall have a minimum of 15 forward speeds and 15 reverse speeds.

3.1.12.4 Range selections requires clutch usage but can be shifted while moving through all ranges.

3.1.12.5 Transmission shall have speed matching feature to match speed gears to road speed during range shifting.

3.1.13 Differential – The following are mandatory requirements related to the differential.

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3.1.13.1 Shall have manufacturer's differential lock engagement and disengagement capability and must be able to engage differential lock on the go.

3.1.14 Front Axle – The following are mandatory requirements related to the front axle.

3.1.14.1 Right side stabilizer for front axle shall be included.

3.1.14.2 Manufacturers standard 4-wheel drive unsuspended front axle with limited slip differential.

3.1.15 Rear Axle – The following are mandatory requirements related to the rear axle.

3.1.15.1 The rear axle shall be flanged-type axle.

3.1.16 Planetary Final Drives – The following are mandatory requirements related to the tractor's planetary final drives.

3.1.16.1 Planetary final drives shall be in board type.

3.1.17 Hydraulic System – The following are mandatory requirements related to the tractor's hydraulic system.

3.1.17.1 Tractor hydraulic system shall be closed center; pressure flow compensated load sensing type and provide 29 GPM minimum pump flow.

3.1.17.2 Tractor shall have a minimum of three (3) mechanically controlled SCV control valves John Deere 450 series or equal with three (3) detent positions and Hydraulic flow adjustment. See attached Exhibit C

3.1.17.3 Shall have hydraulic hoses that can be coupled and uncoupled while tractor is running.

3.1.17.4 Tractor hydraulic system shall be separate from mower attachment hydraulic system.

3.1.18 Brakes – The following are mandatory requirements related to the brakes.

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- 3.1.18.1 Manufacturer's standard park braking system shall be provided.
- 3.1.18.2 Tractor shall have hydraulic actuated service brakes.
- 3.1.18.3 Tractor shall have wet-type disk brakes which must be both self-adjusting and equalizing.
- 3.1.19 Tires – The following are mandatory requirements related to the tires.**
 - 3.1.19.1 Front tire shall be Nokian TRI 2 or equal 400/80/24 minimum with correct ply and load rating for model bid.
 - 3.1.19.2 Rear tires shall be Nokian TRI 2 or equal 480/80/34 Minimum with correct ply and load rating for model bid.
- 3.1.20 Three Point Hitch – The following are mandatory requirements related to the hitch.**
 - 3.1.20.1 Hitch shall have external switch to control raising and lowering from rear of tractor for safety purposes.
 - 3.1.20.2 Hitch lift capacity shall be 6,190 lbs. minimum at 24 inches behind lift point.
 - 3.1.20.3 Hitch shall be electro-hydraulically operated.
 - 3.1.20.4 Three-point hitch shall be Category II with telescopic end links.
 - 3.1.20.5 Center link shall be Category II with ball ends.
 - 3.1.20.6 Shall be equipped with sway control blocks on PTO housing to prevent horizontal movement.
 - 3.1.20.7 Shall be equipped with right and left side adjustable draft link stabilizer bars.
 - 3.1.20.8 Shall be equipped with left and right-side hand adjustable lift rods to adjust the horizontal plane of implements.

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3.1.20.9 Draw bar shall swing and be adjustable.

3.1.21 Cab and Related Accessories – The following are mandatory requirements related to the cab and accessories.

- 3.1.21.1** Cab shall be OSHA approved ROPS.
- 3.1.21.2** Cab shall be standard model for unit bid mounted by the manufacturer insulated and pressurized
- 3.1.21.3** Cab shall have Poly-shield or equal on right side 1/2-inch-thick minimum with anti-scratch coating on both sides, installed into the original cab manufactured door and side window. Windows shall be tinted at all locations.
- 3.1.21.4** Cab unit shall be equipped with heater, defroster, air conditioning and standard AM/FM radio with Bluetooth and shall be installed by the manufacturer.
- 3.1.21.5** Cab shall be equipped with an additional retractable instructional seat, for safe operator training
- 3.1.21.6** Cab shall have two (2) lockable entry doors keyed alike; one (1) left and one (1) right.
- 3.1.21.7** Seat shall be cloth covered type protected with scotch guard (or equal) and equipped with a seat belt and air suspension.
- 3.1.21.8** Seat shall have a height and swivel adjustment.
- 3.1.21.9** Seat shall be equipped with adjustable arm rests.
- 3.1.21.10** Unit shall be equipped with a tilt/telescoping steering wheel.
- 3.1.21.11** Toolbox shall be provided, weather resistant, lockable, and mounted for operator convenience.
- 3.1.21.12** Air conditioner condenser shall have a screen protecting it from debris, that is both removable and cleanable.
- 3.1.21.13** Cab unit shall have front and rear windshield wipers and washers.

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3.1.21.14 Tractor shall have Left and right-side view mirrors and in cab rear view mirror.

3.1.21.15 Cab and tractor shall have a type of non-skid step (steps) and hand holds for safety purposes.

3.1.21.16 Unit shall be equipped with a first aid kit mounted inside of cab.

3.1.21.17 All features that are manufacturer's standard equipment that are not specifically addressed above shall be provided.

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

3.1.22 PTO Requirements – The following are mandatory requirements related to the PTO (power take off).

3.1.22.1 Tractor shall have a minimum of 540 PTO R.P.M.

3.1.22.2 Tractor shall be setup to operate 540rpm PTO implements as well as 1000rpm PTO implements.

3.1.22.3 PTO shall be able to be engaged and disengaged on the go, and be independent operating style

3.1.22.4 Shall be equipped with PTO active warning that is seat activated.

3.1.23 Paint – The following are mandatory items related to the color of unit.

3.1.23.1 The tractor shall be painted manufacturer's standard color.

3.2 21 Foot Minimum Alamo Maverick II Mid-Mounted Articulated Hydraulic Powered Boom Mower – The following are general mandatory requirements related to the above mower.

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3.2.1 General

- 3.2.1.1** 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.
- 3.2.1.2** Perimeter guarding for the cab roof shall be 7 Gauge thickness minimum to protect tractor from falling debris along with limb risers minimum 3-inch x 2-inch square tubing 1/8-inch thickness will be provided and installed by the mower manufacturer. See attached Exhibit D

3.2.2 Frame – The following are mandatory items related to the frame.

- 3.2.2.1** Frame shall be sub frame type. Unit bid will be bolt on with no welding to the tractor. Shall be no framework crossing the hood. Shall have dual axle braces 3 ½-inch x 3 ½-inch x 1/8th-inch minimum secured to the tractor and rear axle housings. All framework and counterweight shall have a minimum of (8) eight inches of ground clearance.
- 3.2.2.2** Unit shall be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head. Rear tire that holds counterweight shall be filled with beet juice, water or calcium filled will not be accepted.
- 3.2.2.3** The mower controls shall feature an in-cab master ON/OFF switch for complete power shutdown.
- 3.2.2.4** The wheel counterweight shall be self-centering and have a weight decal.

3.2.3 Hydraulic Reservoir – The following are mandatory items related to the hydraulic reservoir.

- 3.2.3.1** Shall have Manufacturer's hydraulic oil reservoir properly sized to operate all mower functions including forward swing, rearward swing, up, down, and rotary head functions.

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- 3.2.3.2** Tank shall have a built-in oil level sight glass and thermometer.
- 3.2.3.3** Hydraulic filter shall be capable of providing complete filtration for system.
- 3.2.3.4** Tank shall be equipped with a lockable shut off valve for the ability to lock the valve in the open position to protect against accidental deadheading
- 3.2.3.5** Unit shall be equipped with a piston style pump to operate all mower functions and shall be no-flow while head circuits are in the off positions. The mower and its control shall have their own independent hydraulic system.
- 3.2.3.6** Hydraulic GPM shall be manufacturer's highest specified to operate all mower functions at maximum efficiency.
- 3.2.3.7** All motor circuit hoses shall be a minimum of 1 inch diameter, four (4) wire braided.
- 3.2.3.8** Deck hoses shall be four (4) wire braid fitted with cordura sleeving for brush protection.
- 3.2.3.9** Mower controls shall be a proportional five (5) section valve minimum, controlled through a single electronic joystick.
- 3.2.3.10** Valve shall allow a minimum of three (3) functions simultaneously.
- 3.2.3.11** The swing, lift, and dipper sections shall have individual relief valves to give breakaway protection.
- 3.2.3.12** Mower cutter shall have an 8 second maximum emergency shutdown.
- 3.2.3.13** Mower head motor shall take 6 seconds minimum to wind up to full RPM for a "no-shock-load startup".
- 3.2.3.14** Mower shall have an electric solenoid operated hydraulic lock valve incorporated in the head tilt function to prevent cylinder leak down during storage or transportation

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3.2.3.15 Hydraulic system shall be equipped with oil-to-air cooler with integrated electric fan

3.2.3.16 The model bid will have been in the manufacturers model line and produced for a minimum of one (1) year(s) of production time prior to bid.

3.2.4 Boom Rest – The following are mandatory items related to the boom rest.

3.2.4.1 When in stow, tractor and mower shall be maximum 133 inches width, with 60-inch rotary mower, and 11-foot-high maximum.

3.2.4.2 An axle boom stow system constructed of minimum ¼" x 4"x 4" square tubing with water drain holes and shall be mounted to the mower frame with frame member extending to the axle mounts. 3-point hitch system and P.T.O shall function normally.

3.2.5 Boom – The following are mandatory items related to the boom.

3.2.5.1 Boom shall have a 3-foot telescoping extension section that uses hydraulics to extend and retract, controlled by the joystick from inside the cab.

3.2.5.2 Boom shall be minimum three (3) piece design, with all hinge points of the arm and mast shall have minimum 2-inch diameter steel pins with greaseable, replaceable steel bushings. Kingpost or Turret style mounting is acceptable.

3.2.5.3 Pivot pin if kingpost mount shall be a minimum of 2-inch diameter.

3.2.5.4 Inner boom shall be made of 6-inch x 6-inch x 1/4-inch steel tubing minimum, with a 50,000 lb. per square inch minimum yield strength.

3.2.5.5 Dipper boom shall be made of 6-inch x 4-inch x 1/4-inch steel tubing minimum, with a 50,000 lb. per square inch minimum yield strength.

3.2.5.6 All hinge points shall be T-1 steel reinforcement.

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- 3.2.5.7** Boom shall swing from stow position 170 degrees forward minimum with use of hydraulics and be a rear stow design.
 - 3.2.5.8** Blade reach up shall be minimum 20 feet.
 - 3.2.5.9** Boom reach out shall be minimum 24 feet from tractor centerline to outside edge or cutting blade arc.
 - 3.2.5.10** Boom mower head shall be capable of mowing within (2) two inches of front tractor tire allowing tractor to stay further out of traffic lane.
 - 3.2.5.11** If using a turret style mounting system, shall carry a lifetime parts warranty on turret.
- 3.2.6 60-inch Rotary head Attachment – The following are mandatory items related to the brush head.**
- 3.2.6.1** Minimum 60-inch rotary cutting head.
 - 3.2.6.2** Top deck shall be A606 alloy steel 10 gauges or equal.
 - 3.2.6.3** Side skirts shall be a minimum of 3/8 inch steel.
 - 3.2.6.4** Top deck shall be reinforced with channel frame with a reinforced spindle mount plate.
 - 3.2.6.5** Deck shall have replaceable bolts on full length skid shoes.
 - 3.2.6.6** Spindle bearings shall be tapered roller type in a sealed housing, to support 4 1/2" minimum diameter spindle drive shaft.
 - 3.2.6.7** Blade carrier shall be (3) three blade rotary cutting head with a pan or stump jumper.
 - 3.2.6.8** Blades shall be manufacturer recommended size and strength matched to the unit bid.
 - 3.2.6.9** Blade bolts shall be manufacturers recommended size and strength matched to the unit bid

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3.2.6.10 Hydraulic Motor shall be cast steel and shall be sized to match the hydraulic pump proposed by the mower manufacturer.

3.2.6.11 Brush head shall be required to have a front safety shield, hydraulic actuated, center feed metal door operational from joystick control or on main control panel.

3.2.6.12 Cutter deck tilt rotation shall be 160 degrees minimum.

3.2.6.13 Rear shield shall be full width rubber/fabric material.

3.2.7 Optional cutting heads- The following are additional mandatory items the manufacturer shall bid for purchase and shall meet or exceed the following. See Attached

3.2.7.1 Alamo 52-inch Battle Axe head or equal. See Exhibit E

3.2.7.2 Alamo 50-inch SRD 50 Mulcher Head or equal. See Exhibit F

3.2.8 Paint – The following are mandatory items related to the color.

3.2.8.1 Mower shall be manufacturer's standard color.

3.2.9 Miscellaneous – The following mandatory items are related to the mower.

3.2.9.1 Complete unit shall be delivered with all manufacturers' safety features intact.

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

3.2.9.3 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,

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quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

3.3 Vendor

3.3.1 Vendor Responsibility:

- 3.3.1.1** The vendor is responsible to furnish a 4-wheel drive tractor with a mid-mounted articulated boom mower with 60" rotary cutting head and optional attachments that is properly engineered and that conforms to all and any laws governing such equipment.
- 3.3.1.2** Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery, if applicable.

3.3.2 Representative Unit for Test:

- 3.3.2.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure 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.

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3.3.3 Operating and Service Manuals and Parts Lists:

- 3.3.3.1** 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: Todd Campbell. 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.

3.3.4 Training:

- 3.3.4.1** 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, troubleshooting with each purchase order against this open-end contract.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

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

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

3.3.5 Preventative Maintenance & Operator Procedures:

- 3.3.5.1** 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

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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.

3.3.6 Warranty and Service Policy:

3.3.6.1 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. Turret system mowers shall carry lifetime parts warranty coverage on turret system .

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be

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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, Rt. 33 and Brushy Fork Road, 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.
- 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.

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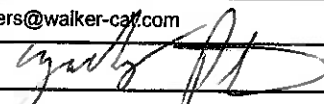
- 8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of 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: Zach Peters
Telephone Number: 740-285-6495
Fax Number: 740-286-6040
Email Address: zpeters@walker-cat.com

REVISED EXHIBIT A

VENDOR: Cecil I Walker Machinery						Class 131 4WD TRACTOR W/MID MOUNTED ART. BOOM MOWER					
CRFQ DOT2000000051											
Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost						
1	John Deere 6110m with Alamo Maverick 2 with 60-inch rotary head or equal	Massey Ferguson 5711S with Diamond 23' Rear Cradle Boom and 60" Rotary Head	40	\$145,992.80	\$5,839,712						
2	Alamo 52-inch Battle Axe head or equal	Diamond 50" HD Boom Flail	40	\$10,978	\$439,120						
3	Alamo 50-inch SRD mulcher head or equal	Diamond 36" Boom Forestry Disc Mulcher	40	\$10,072	\$402,880						
Total Bid Amount 					\$6,681,712						

Contract will be awarded to the lowest responsible bidder

Vendor Information	
Company Name:	Cecil I Walker Machinery
Contract Manager:	Zach Peters
Address:	1400E Dupont Ave Belle WV 25015
Phone:	740-285-6495
Fax:	740-286-6040
Email	zpeters@walker-cai.com
Signature:	

VENDOR: _____ Class 131 4WD TRACTOR W/MID MOUNTED ART. BOOM MOWER					
CRFQ DOT2000000051					
Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	John Deere 6110m with Alamo Maverick 2 with 60-inch rotary head or equal	See Addendum			
2	Alamo 52-inch Battle Axe head or equal				
3	Alamo 50-inch SRD mulcher head or equal				
Total Bid Amount 					

Contract will be awarded to the lowest responsible bidder

Vendor Information	
Company Name:	Cecil I Walker Machinery
Contract Manager:	Zach Peters
Address:	1400E Dupont Ave Belle WV 25015
Phone:	740-285-6495
Fax:	740-286-6040

EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ 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: _____

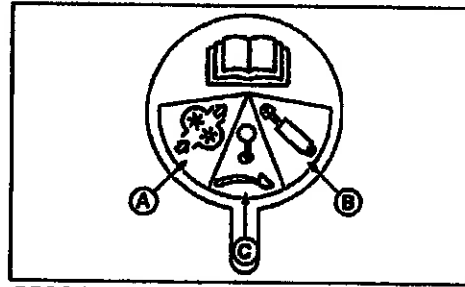
VENDOR CONTACT PERSON: _____ PHONE: _____

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	_____

Deluxe Selective Control Valves (300, 301, and 450 Series)



CQ294041-UN-31JUL12

A - Constant Flow

B - Detent

C - No Lock

Deluxe selective control valves have three functions that are selected with the control knob at the top of the valve:

A - Constant flow function maintains the engaged SCV lever in the Raise or Lower position until it is manually moved. Use this function to supply equipment that requires a constant oil flow, such as hydraulic motors.

B - Detent function keeps the SCV lever in the Raise or Lower position until the hydraulic system pressure reaches a predetermined value, for example: when a hydraulic cylinder reaches the limit of its travel. After that, the SCV lever automatically returns to the Neutral position.

C - In this position, no lock is engaged. The SCV lever returns to Neutral position when released.

The pressure connection (for example, the extendible cylinder) can be connected to the lower or upper quick coupler.

These selective control valves prevent loss of pressure through leaks when the engine is stopped.

LS87647,0000020-19-20161027

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manuals.deere.com/omview/OML217155_19/LS87647,0000020_19_20161027.html

Exhibit C

Exhibit D



Exhibit E

Battle Axe™

Cut Capacity: Rated for cutting brush up to 5" in diameter

- **Cutting Swath:** Available as a 52" model
- **Cutting Height:** 7/8 inch to 7-1/4 inches in 1-5/8 inch increments
- **Skid Shoes:** All feature full length, replaceable skid shoes •
- **Blades:** 40 blades, weighing 2 pounds each
- **Weight:** 1255 lbs.
- **Dimensions:** 64.5"W x 35" D x 50" H
- **Available as an OCFD (Gear-type motor) or a CCLS (Piston-type motor) hydraulic system for:**



Exhibit F

SRD™ -50 Mulcher Head

- 50" Cutting Width
- Heavy Duty Design will shred material up to 8" in Diameter
- Features Eighteen (18) individual, cubic knife cutting tools
- Designed to be Boom Mounted using our standard Hitch-Post and Pins or Quick-Hitch Components • Available for:



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.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Cecil I Walker Machinery

Signed: 

Date: 11-25-19

Title: Sales

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

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 §81-5-3) 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: Cecil I Walker Machinery

Authorized Signature: [Signature] Date: 11-25-19

State of Ohio

County of Wichison, to-wit:

Taken, subscribed, and sworn to before me this 25 day of November, 2019.

My Commission expires Feb 26, 2022 ANON M. CANTRELL, 20 .



NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
February 26, 2022

NOTARY PUBLIC [Signature]

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Cecil I Walker Machinery Address: 1400E Dupont Ave Belle WV 25015

Name of Authorized Agent: Zach Peters Address: 1400E Dupont Ave Belle WV 25015

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: 

Date Signed: 11-25-19

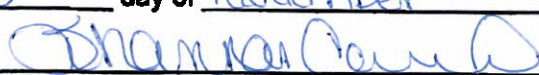
Notary Verification

State of Ohio, County of Richmond:

I, Zach Peters SHANNON M. CANTRELL, 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.

NOTARY PUBLIC
STATE OF OHIO

Taken, sworn to and subscribed before me this 25 day of November, 2019
February 26, 2022


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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: 626822

Doc Description: ADDENDUM 1 4WD TRACTOR W/MID MTD. ART. BOOM MOWER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-20	2019-11-26 13:30:00	CRFQ 0803 DOT2000000051	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:

Cecil I Walker Machinery
 1400 E Dupont Ave
 Belle WV 25015
 304-949-6400

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 55-0352647

DATE

11-25-19

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 WVDH CLASS 131 FOUR (4) WHEEL DRIVE UTILITY TRACTOR JOHN DEERE 6110M OR EQUAL WITH MID MOUNTED ALAMO MAVERICK II ARTICULATED BOOM MOWER WITH 60" ROTARY CUTTING HEAD WITH OPTIONAL ATTACHMENTS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

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 TRACTOR W/MID MOUNTED ART. BOOM MOWER	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701			

Extended Description :

4 WHEEL DRIVE TRACTOR W/MID-MOUNTED ARTICULATED BOOM MOWER W/60" ROTARY CUTTING HEAD

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	52-INCH BATTLE AXE HEAD	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description :

52-INCH BATTLE AXE HEAD

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	50-INCH SRD MULCHER HEAD	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description :
50-INCH SRD MULCHER HEAD

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-11-06
2	VENDOR QUESTION DEADLINE	2019-11-13

SOLICITATION NUMBER: CRFQ DOT2000000051
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 sheets
3. To provide revised Exhibit A Pricing Page

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

ADDENDUM 1

CRFQ 0803 DOT2000000051

John Deere 6110M or Equal w/Mid Mounted Alamo Maverick II Articulated Boom Mower

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

1. 3.1.1.4 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.

Question # 1 : Request date of Manufacture for tractor changed to a 2019 or 2020 machine.

Question # 2: What if the tractor is produced before Jan 1, 2020?

Answer: Question # 1: Will accept.

Question # 2: Will accept.

2. 3.1.1.2 Wheelbase shall be 90 inches minimum.

Question: Will you accept Wheelbase of 88.6 inches?

Answer: Will accept.

3. 3.1.2.3 Shall be Manufacturers standard (4) four-cylinder minimum, water cooled, 4 valves per cylinder diesel powered engine.

Question: The RFQ specifies that the state wants four (4) Wheel Drive Tractor John Deere 6110M with Mid Mounted Alamo Maverick II or Equal. We are requesting that the listed specification 3.1.2.3 be corrected to include 2 valves per cylinder, which more accurately describes the current model year 2020 production of the John Deere 6110M tractor.

Answer: Yes. Will revise to read Shall be manufacturers standard (4) four-cylinder minimum, water cooled, diesel powered engine.

4. 3.1.6.4 Shall have Manufacturer factory back up alarm.

Question: Can the backup alarm be dealer installed?

Answer: Leave as written.

5. 3.1.9.1 Unit shall have Whelen IX4AC liberty II LED amber and white lightbar or equal, mounted on the top rear center of cab protection.

Answer: The Equipment Division will delete this section, we will be installing our own lights.

6. 3.1.12.5 Transmission shall have speed matching feature to match speed gears to road speed during range shifting.

Question: Please clarify statement 3.1.12.5

Answer: As the operator shifts up or down a range, the tractor will select the appropriate speed gear within that range depending on tractor speed. An example would be if the tractor was operating in B4 and the operator shifted to C range. The tractor would select gear two based on information that the controller receives from various speed sensors (engine, range box, and wheel speed). Without speed matching, the transmission would shift from B4 to C4, representing a larger jump in speed and would not be as smooth.

7. 3.1.14.1 Right side stabilizer for front axle shall be included.

Question: Why is the right side stabilizer for front axle under the tractor requirements? Shouldn't it be listed under the boom mower section?

Answer: Yes. Should be in the mower section and is still a mandatory requirement.

8. 3.1.19 Tires – The following are mandatory requirements related to the tires.

3.1.19.1 Front tire shall be Nokian TRI 2 or equal 400/80/24 minimum with correct ply and load rating for model bid.

3.1.19.2 Rear tires shall be Nokian TRI 2 or equal 480/80/34 Minimum with correct ply and load rating for model bid.

Question # 1: Tire size compatibility for boom mower?

Question # 2: Are 400/80R28 (Alliance) front tires fine?

Question # 3: Are 480/80R38 (Alliance) rear tires fine?

Answer: Question # 1: Leave as written.

Question # 2: No. Leave as written.

Question # 3: No. Leave as written.

9. 3.1.20.6 Shall be equipped with sway control blocks on PTO housing to prevent horizontal movement.

3.1.20.7 Shall be equipped with right and left side adjustable draft link stabilizer bars.

Question # 1: Will 3 point sway bars be acceptable? Bid spec calls out for 3 point blocks.

Question # 2: Can a sway bar be used instead of sway blocks? (3.1.20.6 & 3.1.20.7)

Answer: Question # 1: No. leave as written.

Question # 2: No. Leave as written.

10. 3.1.21.3 Cab shall have Poly-shield or equal on right side 1/2 inch thick minimum with anti-scratch coating on both sides, installed into the original cab manufactured door and side window. Windows shall be tinted at all locations.

Question: A. Industry standard for right hand polycarbonate windows on boom mowing tractors is 3/8-inch thick. Will 3/8-inch thickness be acceptable?

Answer: No. Leave as written.

11. 3.1.21.4 Cab unit shall be equipped with heater, defroster, air conditioning and standard AM/FM radio with Bluetooth and shall be installed by the manufacturer.

Question: We politely ask that you change the language to: Cab unit shall be equipped with heater, defroster, and air conditioning and shall be installed by the manufacturer. An AM/FM radio with Bluetooth shall be installed.

Answer: Yes. Will revise to read: Cab unit shall be equipped with heater, defroster, air conditioning installed by manufacturer. A Jensen SWJHD1635BT or equal AM/FM radio with Bluetooth shall also be installed.

12. 3.2.2.2 Unit shall be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head. Rear tire that holds counterweight shall be filled with beet juice, water or calcium filled will not be accepted.

Question: Will you accept windshield washer fluid to replace beet juice?

Answer: No. Leave as written.

13. 3.2.3.5 Unit shall be equipped with a piston style pump to operate all mower functions and shall be no-flow while head circuits are in the off positions. The mower and its control shall have their own independent hydraulic system.

Question: A. To allow for identical drive pumps to be used on both Bid 2000000051 and Bid 2000000053, as they both supply the same cutting head requirements, can line 3.2.3.5 be copied from bid 2000000053 to read Units shall be equipped with a Tandem gear or piston style pump to operate all mower functions. The mower and controls shall have their own independent hydraulic system.

B. This would allow for commonality in parts, performance, and maintenance procedures across the two products.

Answer: No. Leave as written.

14. 3.2.5.6 All hinge points shall be T-1 steel reinforcement.

Question# 1: States All hinge points shall be T-1 steel reinforcement – T-1 Steel is a brand name and we ask that you change this specification to include all High Strength Low Alloy (HSLA) steel.

Question # 2: Since T-1 is a trade name, could you consider rewriting the specification to read, All hinge points shall include High Strength Low Alloy (HSLA) steel reinforcement.

Answer: Question# 1: Yes. Will change to read: All hinge points shall be high strength low alloy steel reinforced.

Question # 2: Yes. Will change to read: All hinge points shall be high strength low alloy steel reinforced.

15. 3.2.7 Optional Cutting Heads

Question: A. The current bid does not address how the hydraulic lines are to be disconnected and reconnected when an optional cutting head is changed from another head. Would hydraulic quick coupler fittings that seal upon being disconnected to prevent oil loss and system contamination be desired on all hydraulic lines that need to be disconnected in order change between the various optional hydraulic attachments?

Answer: Will accept manufacturers standard hydraulic connections.

16. 3.2.7.2 Alamo 50-inch SRD 50 Mulcher Head or equal. See Exhibit F

Question: A. For boom mounted mulching, two primary cutting styles, Disk Style and Drum Style, exist in the market. Operational economics and cutting productivity are generally better with a disk style cutting head. Will a disk style mulching head be equal to Exhibit F?

Answer: Yes. Will accept.

17. 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 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 would ask that the delivery be extended by 30 working days, so 150 working days for the pilot model and 210 working days for the balance.

Answer: Yes. Will change to 150 and 210.

18. 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>.


Question: Will vendor preference be used when determining these bids?

Answer: Yes, to comply with applicable subsection of West Virginia Code § 5A-3-37

19. Exhibit A Pricing Page

Inadvertently left off estimated quantity, Please see attached Exhibit A.

REVISED EXHIBIT A

VENDOR: Cecil I Walker Machinery						Class 131 4WD TRACTOR W/MID MOUNTED ART. BOOM MOWER					
CRFQ DOT2000000051											
Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost						
1	John Deere 6110m with Alamo Maverick 2 with 60-inch rotary head or equal	Massey Ferguson 5711S with Diamond 23' Rear Cradle Boom and 60" Rotary Head	40	\$145,992.80	\$5,839,712						
2	Alamo 52-inch Battle Axe head or equal	Diamond 50" HD Boom Flail	40	\$10,978	\$439,120						
3	Alamo 50-inch SRD mulcher head or equal	Diamond 36" Boom Forestry Disc Mulcher	40	\$10,072	\$402,880						
Total Bid Amount 					\$6,681,712						

Contract will be awarded to the lowest responsible bidder

Vendor Information	
Company Name:	Cecil I Walker Machinery
Contract Manager:	Zach Peters
Address:	1400E Dupont Ave Belle WV 25015
Phone:	740-285-6495
Fax:	740-286-6040
Email	zpeters@walker-cat.com
Signature:	

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0803 DOT2000000051

Date of Pre-Bid Meeting: NOVEMBER 6, 2019

Location of Prebid Meeting: Buckhannon, WV, Equip. Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Pam Hall	Buckhannon			
WVDOH	JD Haller	Buckhannon			
WVDOH	JEFF PIFER	Buckhannon			
WVDOH	Tom Campbell	Buckhannon			
WVDOH	Travis Ray				
WVDOH	Tina Lewis				

***One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Motrim Inc	Mark Goodman	240 Steubenville Ave Cambridge Ohio 43725	740-439-2725	740-432-2098	mgoodman@motrim.com <i>met</i>
Motrim Inc	Lowe Coon	240 Steubenville Ave Ridge Cambridge OHIO	740-439-2725	740 432 2098	leoon@motrim.net
State Equipment	Seth Gardner	560 New Gott Mountain Road Charleston, WV 25313	304-776-4405	304-776-4409	seth@stateequipment.com
Bridgeport Equipment + Tool	RON GARDNER	435 W. MYLES AVE PENNSBORO, WV 26415	304-658-2917	304-659-3371	rgardner@bridgeportequip.com <i>Equip</i>
Lemons Farm Equip	Maudy Matheny	42 Lemon Lane PKB6 WV 26101	304 863 3469	304 863 6772	sales@lemonsfarm equipment.com

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Boone Tractor	Isaac Ousher	15668 Seneca Trail N. Lewisburg WV 24901	304-645-1711 Ext 576	304-645-2464	Isaac@boonetractor.com
Boone Tractor	Tyler Hyatt	15668 Seneca Trail N. Lewisburg WV 24901	304 645 1711 ext 515	304 645 2464	THyatt@Boonetractor.com
Middletown tractor SALES	Mike Shaver	2050 Boyers DR Fairmont WV 26554	304-366-4690	304-366-4698	Mike @ Middletown tractor.com
Middletown Tractor Sales	Zach Marsh	2050 Boyers DR Fairmont WV 26554	304-366-4690	304-366-4698	Zach @middletown tractor.com
MIDDLETOWN TR. SALES	Jim Boyers	2050 Boyers DR Fairmont	304366-4690	304-366-4698	Jim @MIDDLETOWN TRACTOR. COM

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
John Deere	PAUL Demaine	2000 John Deere Run CARY, NC 27513	585-245-2652	309-749-2677	demainepaul@johndeere.com
TIGER Mower Corporation	Scott Lariviere	3301 N. Louise Ave 5100x Falls, SD 57107	800-843-6849 605-261-7771	800-716-7626	SLARIVIERE@TIGERMOWERS.COM
Alamo Group Texas	Doug BAKER	1502 E WALNUT SEGUIN, TX 78155	830-305 7001		dbaker@alamo-group.com
MIDDLE TOWN TRACTOR SALES	ADAM Boyers	2050 Boyers DR. FAIRMONT, WV 26554	304-366-4690	304-366-4698	adam@middletowntractor.com
Tri Tech MFG	DAW TEMA	7432 ST Rt 664W Delphos OH.	419-863-2409		Tri Tech MFG @ Yahoo.com
Bridgport Equipment	Brandon Neville	435 W. Mistle Parksboro WV 26415	304-659-2917	304-659-3371	bneville@bridgportequipment.com

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Walker Machinery	Zach Peters	1477 May Lew Road Jackson Ohio 45640	740-285-6495	740-286-7566	zpeters@walker-eat.com
Diamond mowers	Brian Burge	350 East 60th Street North Sioux Falls, SD 57143	605-351-5667		bburge@diamondmowers.com
Diamond Mowers	Chris Hanson	350 East 60th St. North Sioux Falls SD 57143	605-521-9414		
Diamond mowers	Rollin Barnes	350 E 60th St N Sioux Falls, SD 57143	615 856 0047		rbarnes@diamondmowers.com
PARCS	Patrick Holman	87 WISC WEST ROAD SALEM, WV 26424	304 782 4111		Pholman@PARCS.com
Lockards Inc	Chad Lockard	3737 Sutton Lane Sutton WV 26060	304-765-5295	304-765-7304	info@lockards.com

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DIAMOND
MOWERS

BRIAN BURGE
Applications Engineer



805.351.6667
bburge@diamondmowers.com

350 East 80th St. N.
Sioux Falls, SD 57104

Office: 800.858.5561
Fax: 805.855.5870

diamondmowers.com



Ph: 304-659-2917
 Fax: 304-659-3276
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 Cell: 304-657-0483
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adam@middletowntractor.com

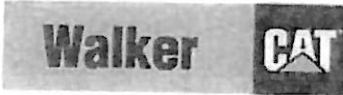
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 CROSS LANES, WV 26313

Zach Peters
 Product Support
 Sales Representative

Cecil I. Walker Machinery Co.
 1477 Maynew Road
 Jackson, OH 45640-9186
 740.286.7566
 740.286.6040 fax
 740.285.6495 cell
 zpeters@walker-cat.com
 walker-cat.com



Mike Shaver
 Corporate Sales Manager
 mike@middletowntractor.com

2050 Boyers Drive
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 Exit 133 off I-79

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Paul J. DeMaine
 Government Business Manager
 Government Sales

2000 John Deere Run
 Cary, NC 27513 USA
 Mobile: 585-245-2652 Fax: 309-749-2677
 Email: DemainePaulJ@JohnDeere.com

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Isaac Dasher / Sales
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MōTrim INCORPORATED

Mark Goodman
 Service Manager

240 Steubenville Ave.
 Cambridge, Ohio 43725
 PH: 740-439-2725
 Fax: 740-432-2098
 mgoodman@motrim.net



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Lowell Coon

Sales Representative

240 Steubenville Ave.
 Cambridge, Ohio 43725
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 PH: 740-439-2725
 lcoon@motrim.net

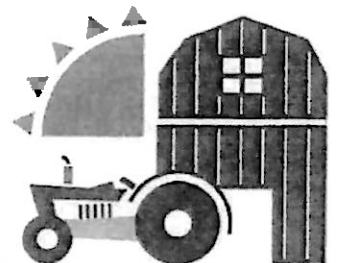


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MF, HUSQ SALES
MARILYN MATHENY
 PARTNER

42 LEMON LANE
 PARKERSBURG WV 26101
 304-679-8508 CELL
 304-863-3469

304-863-6772 FAX
 sales@lemonsfarmequipment.com
 lemonsfarmequipment.com



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000051

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:

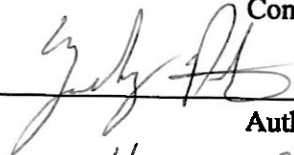
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Cecil I Walker Machinery

Company



Authorized Signature

11-25-19

Date

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

Revised 6/8/2012