



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 1

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 821234



Procurement Type: Central Purchase Order

Vendor ID:  

Legal Name: BOBCAT OF ADVANTAGE VALLEY

Alias/DBA:

Total Bid: \$53,155.00

Response Date:  Response Time: Responded By User ID:  

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2100000020

Published Date: 2/23/21

Close Date: 2/25/21

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 821234  
**Solicitation Description:** Compact Track Loader with Attachments  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-02-25 13:30	SR 0313 ESR02252100000005877	1

**VENDOR**  
 000000200182  
 BOBCAT OF ADVANTAGE VALLEY

**Solicitation Number:** CRFQ 0313 DEP2100000020  
**Total Bid:** 53155  
**Response Date:** 2021-02-25  
**Response Time:** 09:08:37  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Compact Track Loader with Attachments	1.00000	EA	53155.000000	53155.00

Comm Code	Manufacturer	Specification	Model #
22101532			

**Commodity Line Comments:**

**Extended Description:**

Compact Track Loader with Attachments, as listed in attached specifications.





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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

Proc Folder: 821234			Reason for Modification: Addendum #1 issued to publish agency responses to all vendor questions.
Doc Description: Compact Track Loader with Attachments			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-23	2021-02-25 13:30	CRFQ 0313 DEP2100000020	2

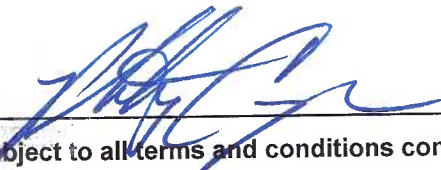
**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000200182  
 Vendor Name: *Terberds Corporation dba Bobcat of Advantage Valley*  
 Address: *614 New Golf Mountain Road*  
 Street: *614 New Golf Mountain Road*  
 City: *Cross Lanes*  
 State: *WV* Country: *USA* Zip: *25313*  
 Principal Contact: *Phil Cogar*  
 Vendor Contact Phone: *304-776-9100* Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 55-0336065 DATE *2/25/21*

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

**ADDITIONAL INFORMATION**

Addendum #1 issued to publish the attached documentation to the vendor community.

\*\*\*\*\*  
 The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection (WVDEP), Rehabilitation Environmental Action Plan (REAP), to establish a one-time purchase of one (1) Compact Track Loader or Equal and the associated listed attachments, per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Compact Track Loader with Attachments	1.00000	EA	53,155.00	53,155.00

Comm Code	Manufacturer	Specification	Model #
22101532	<i>Bobcat</i>		<i>T66 T4</i>

**Extended Description:**  
 Compact Track Loader with Attachments, as listed in attached specifications.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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**SOLICITATION NUMBER:** CRFQ 0313 DEP210000020

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Issue agency responses to all vendor submitted questions

**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 ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP21\*20**

**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.

Jefferys Corporation

Company

[Signature]

Authorized Signature

2/25/21

Date

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

Revised 6/8/2012

**CRFQ DEP21\*20**  
**Compact Track Load with Attachments**  
**Vendor Questions with Responses**

**NOTE Q.1. 3.1.1.2** Unit shall have a minimum operating weight of 8,000 pounds and a maximum operating weight of 8,500 pounds including grapple bucket.

- The CAT 259D3 has a base operating weight of 8,987 pounds. After adding the grapple bucket and additional counterweight necessary, our machine will weigh around 9,250 pounds. The biggest reason for this is the difference in the undercarriage on the CAT machine. The CAT compact track loaders utilize a true bogie style undercarriage (similar to a CAT dozer). It is much more rugged and heavy duty in comparison to the cage type system that is on an ASV machine. This more robust undercarriage does add some weight to the overall weight of the machine. The tracks are also steel embedded which adds a little bit more weight as well. We would like to request that the operating weight requirement be adjusted to a maximum weight of 9,500 pounds.

**A. No, the maximum operating weight will remain at 8,500 pounds due to transport constraints.**

**Q.2. 3.1.5.1.3** Must have track guides to prevent track misalignment.

- The undercarriage on the CAT 259D3, as stated above, is a different style undercarriage. As such, it does not use separate track guides. The tracks are held in place and guided by the flanges on the idlers on the machines. We would like to request that this spec be changed to include other measures of track guiding.

**A. Yes, the flanged idlers are an acceptable track guide system that will prevent track misalignment.**

**Q.3. 3.1.6.6.8** Rearview Mirror

- The CAT 259D3 does have a rearview mirror. It also comes standard with a backup camera. The backup camera is a critical feature for visibility and safe machine operation, especially in tight environments. We would like to request that a backup camera be required.

**A. A rearview mirror meets the specifications.**

**Q.4. 3.1.7.1** Unit bid shall have minimum height to bucket pin of 126 inches.

- The CAT 259D3 has a bucket pin height of 121 inches. We would like to request that this spec be lowered to accept 121 inches.



**A. A bucket pin height of 126 inches is required for our loading requirements; therefore, specification will not be revised.**

**Q.5. 3.1.8.1** Unit shall have a minimum rated operating capacity (35% of tipping load) of 2300 pounds.

- The CAT 259D3 has a rated operating capacity (35% tipping load) of 2142 pounds with the optional additional counterweights. We would like to request that this spec be lowered to 2142 pounds.

**A. The requirement of 2300 pounds @ 35% of tipping load is required due to operating requirements ; therefore, specification will not be revised.**

**Q.6. 3.1.9.1** Unit should include a 66-inch construction/scrap grapple bucket with two (2) individual grapples.

- The Caterpillar grapple bucket is a 68 inch bucket. Would that be acceptable?

**A. Yes, a 68-inch bucket would be acceptable. Specification should be modified to read as:  
3.1.9.1 Unit should include a minimum 66-inch construction/grapple bucket with two (2) individual grapples.**

**Q.7. 3.1.1.2** Is an operating weight of 9,039 lbs. acceptable.

**A. No, see Q1 and A1.**

**Q.8. 3.1.5.1.1** Would a rigid mounted suspension be acceptable. Fewer moving parts, less cost to repair, more durable.

**A. No, torsion bar suspension is required due to operating conditions.**

**Q.9. 3.1.5.1.3** Would triple flanged lower track rollers be acceptable in lieu of track guides to prevent track misalignment.

**A. Yes, see Q2 and A2**

**Q.10. 3.1.5.1.5** Is 56.5" minimum track length on ground acceptable.

**A. No, we need a minimum track length of 59 inches due to stability requirements.**

**Q.11. 3.1.7** Is a minimum hinge pin height of 119.1" acceptable.

**A. No, see Q4 and A4**

**Q.12. 3.1.9.1** Is a 68" width grapple bucket acceptable.

**A. 1** Yes, see Q6 & A6.



## 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:

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  
Revised 01/09/2020

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: 02/18/2021 @ 4:00 PM ET

Submit Questions to: Josh Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Joseph.E.HagerIII@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: Hydraulic Compact Track Excavator  
BUYER: Josh Hager  
SOLICITATION NO.: CRFQ DEP 0313 210000020  
BID OPENING DATE: See next page  
BID OPENING TIME: See next page  
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 NA 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:** 02/25/2021 @ 1:30 PM ET

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

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

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

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



equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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



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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

**Other:** See attached.



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

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 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.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

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

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

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

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

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.




**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.

Phil Cogar, CME Sales Manager  
(Name, Title)  
Phil Cogar CME Sales Manager  
(Printed Name and Title)  
614 New Golf Mountain Rd., Cross Lanes, WV 25313  
(Address)  
304-776-9100 / 304-776-0285  
(Phone Number) / (Fax Number)  
PhilipCogar@jefferds.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.

Jefferds Corporation dba Bobcat of Advantage Valley  
(Company)

 CME Sales Manager  
(Authorized Signature) (Representative Name, Title)

Phil Cogar, CME Sales Manager  
(Printed Name and Title of Authorized Representative)

2/25/21  
(Date)

304-776-9100 / 304-776-0285  
(Phone Number) (Fax Number)

**Exhibit A - Pricing Page**  
**West Virginia Department of Environmental Protection (WVDEP), REAP Section**  
**Compact Track Loader w/Attachments**

Item No.	Description	Year, Make, and Model	Quantity	Unit Price	Extended Price
3.1.1	Compact Track Loader w/Attachments	2021, Bobcat T66 T4	1	\$ 53,155.00	\$ 53,155.00
<b>TOTAL BID AMOUNT:</b>					<b>\$ 53,155.00</b>

**Vendor must identify Make and Model at time of submitting Bid Response and should provide Product Brochures.**

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: Jefferds Corporation dba Bobcat of Advantage Valley

Authorized Signature: [Signature] Date: 2/25/21

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 25<sup>th</sup> day of February, 2021

My Commission expires June 21, 2023

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)





# Bobcat®

## Product Quotation

Quotation Number: 34815D035024

Date: 2021-02-24 08:10:26

Ship to	Bobcat Dealer	Bill To
Environmental Protection REAP Office 601 57th ST SE Charleston, WV 25304	Bobcat of Advantage Valley, Cross Lanes, WV 614 NEW GOFF MOUNTAIN RD CROSS LANES WV 25313 Phone: (304) 776-9100 Fax: (304) 776-0285  Contact: Jeremy Dosier Phone: 304-776-9100 Fax: 304-776-0285 Cellular: 304-541-3122 E Mail: jeremydosier@jefferds.com	Environmental Protection REAP Office 601 57th ST SE Charleston, WV 25304

Description	Part No	Qty	Price Ea.	Total
<b>T66 T4 Bobcat Compact Track Loader</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0349	1	\$39,700.00	\$39,700.00
Deluxe+ Package Enclosed Cab with HVAC Sound Reduction Radio Ready HVAC Headliner Adjustable Vinyl Suspension Seat Power Bob-Tach	M0349-P10-C12	1	\$7,316.00	\$7,316.00
Selectable Joystick Controls 15.7" C-Pattern Rubber Track 5-Link Torsion Suspension Undercarriage Radio Completion Kit 66" Root Grapple	M0349-R01-C04 M0349-R09-C02 M0349-R21-C13 7384580 7168343	1 1 1 1 1	\$519.00 \$1,022.00 \$1,534.00 \$238.00 \$2,764.00	\$519.00 \$1,022.00 \$1,534.00 \$238.00 \$2,764.00
<b>Description</b> Rearview Mirror	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
		1	\$62.00	\$62.00
<b>Total of Items Quoted</b>				<b>\$53,155.00</b>
<b>Quote Total - US dollars</b>				<b>\$53,155.00</b>

Notes:

# COMPACT TRACK LOADER

Vertical Lift Arm Path

2450 lbs.

**RATED OPERATING CAPACITY**

**EFFECTIVE APRIL 2, 2020**

*For the most up-to-date Bid Specs go to BobcatNET >>Compact Track Loaders>>T66>Bid Specs*

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

*\*SPECIFICATION(S) ARE BASED ON ENGINEERING CALCULATIONS AND ARE NOT ACTUAL MEASUREMENTS. SPECIFICATION(S) ARE PROVIDED FOR COMPARISON PURPOSES ONLY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. SPECIFICATION(S) FOR YOUR INDIVIDUAL BOBCAT EQUIPMENT WILL VARY BASED ON NORMAL VARIATIONS IN DESIGN, MANUFACTURING, OPERATING CONDITIONS, AND OTHER FACTORS.*

Compact Track Loader 2450 lbs. Rated Operating Capacity



## DIMENSIONAL SPECIFICATIONS

Angle of Departure .....	25°
Dump Angle @ Maximum Height.....	37°
Dump Height with Standard Bucket .....	94.3" (2396 mm)
Reach @ Maximum Height.....	34.2" (867 mm)
Ground Clearance .....	7.5" (189 mm)
Height to Hinge Pin.....	120.0" (3048 mm)
Cab Height .....	80.5" (2045 mm)
Length without Attachment .....	107.0" (2718 mm)
Length with Standard Bucket.....	134.9" (3427 mm)
Overall Operating Height .....	153.9" (3910 mm)
Carry Position .....	8.7" (220 mm)
Rollback Angle @ Carry Position.....	31°
Turning Radius with Standard Bucket.....	81.5" (2071 mm)
Length of Track on Ground.....	54.3" (1378 mm)
Overall Width 12.6" Tracks .....	67.0" (1702 mm)
Bucket Width .....	68.0" (1727 mm)
Overall Width 15.7" Tracks .....	70.2" (1782 mm)
Bucket Width .....	74.0" (1880 mm)

## PERFORMANCE

	Solid-Mounted Undercarriage	Torsion Suspension Undercarriage (Optional)
*Rated Operating Capacity	2450 lbs. (1111 kg)	2350 lbs. (1066 kg)
*Tipping Load	7000 lbs. (3175 kg)	6714 lbs. (3045 kg)
Operating Weight (ISO 6016)	8927 lbs. (4049 kg)	9548 lbs. (4331 kg)
Travel Speed	7.2 mph (11.6 km/hr)	7.2 mph (11.6 km/hr)
Travel Speed – Two Speed Option		
Low Range	7.2 mph (11.6 km/hr)	7.2 mph (11.6 km/hr)
High Range	10.2 mph (16.4 km/hr)	10.2 mph (16.4 km/hr)
Lift Breakout Force	4474 lbs. (2029 kg)	4650 lbs. (2109 kg)
Tilt Breakout Force	5085 lbs. (2307 kg)	5194 lbs. (2356 kg)
**Push Force	7587 lbs. (3441 kg)	8115 lbs. (3681 kg)
Ground Pressure with 12.6" Tracks	5.9 psi (0.040 MPa)	6.3 psi (0.043 MPa)
Ground Pressure with 15.7" Track	4.8 psi (0.032 MPa)	5.1 psi (0.035 MPa)
***ROPS Operator Noise Level		84 dB
***ROPS Bystander Noise Level		103 dB
***Enclosed Cab Operator Noise Level		75 dB
***Enclosed Cab Bystander Noise Level		102 dB

\*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J818 for crawler loaders

\*\*Theoretical – calculated using a coefficient of friction of 0.85 (0.85 x Operating Weight)

\*\*\*Sound values tested per ISO 6395 (Bystander) and ISO 6396 (Operator). Enclosed Cab values are based on comfort package selection, not a la carte enclosed cab.

## ENGINE/ELECTRICAL

- Loader shall have a 4-cylinder, liquid-cooled diesel; 74.0 hp (55.2 kW) at 2600 governed RPM.
- Loader engine shall have a minimum torque of 206.5 lbf-ft (280 N-m) at 1800 RPM.
- Engine displacement shall be no more than 146.5 in<sup>3</sup> (2.40L).
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Loader shall have a reversing cooling fan option. Reversing fan shall include three modes:
  - Off
  - Manual Operation: Operator can momentarily reverse fan direction as desired
  - Automatic Operation: Loader will reverse the fan automatically based on fluid temperatures
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Spark arrestor device shall be a certified USDA Spark Arrestor.
  - Cold weather assist shall be automatically activated based on coolant temperature.
  - Air cleaner shall be a dual element type with dry element primary and safety filter.
  - Air intake pre-cleaner shall be included in the air cleaner housing as standard equipment.
  - An additional pre-cleaning system shall be available as an option to increase pre-cleaner efficiency.
- Fuel recirculation system that can bypass fuel cooler to aid in cold weather operation shall be standard equipment.
- Loader shall limit engine RPM until specified engine operating temperature is attained to protect engines from premature wear due to cold temperatures.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a Diesel Oxidation Catalyst (DOC).
- Engine shall utilize an Engine Gas Recirculation (EGR) system.
- The loader's fuel injection system shall include a High-Pressure Common Rail (HPCR).
- Fuel filter is rated as 2-micron C at 98.7% efficiency but meets or exceeds 4-micron C rating at 99.6% efficiency.
- Loader shall be equipped with a dual path cooling system which brings fresh air from behind the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 1000 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 3.62 hp (2.7 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine de-rating shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

## DRIVE SYSTEM

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be driven direct from the engine.
- Undercarriage shall be solid mounted to loader main frame.
  - Shall use 4 triple flange forged steel rollers per side.
  - Shall use single flange forged steel rear idlers.
  - Shall use dual flange forged steel front idlers.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a suspension undercarriage available as an option that includes:
  - Shall have 2 torsion mounts per side.
  - Shall have an additional link on each side to provide independent suspension movement.
  - Shall have 4 suspended triple flange forged steel rollers per side.
  - Shall use single flange forged steel rear idlers.
  - Shall use dual flange forged steel front idlers.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 12.6" rubber tracks  
15.7" rubber tracks

## HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 17.6 gpm (66.5 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 26.9 gpm (101.8 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
  - Valve shall allow tilt to function when auxiliary hydraulics are at relief.
- Cylinders shall be a double-acting type.
  - Dual tilt cylinders shall have a cushioning feature on dump and roll back.
  - Dual lift cylinders shall have a cushioning feature on lift arm down.
- Hydraulic system de-rating shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Hydraulic filter shall be a element style design.
- Hydraulic oil level sight gauge shall be easily visible from the loader outside.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be integrated into the lift arm front and must be protected with steel guarding.
- A feature for relieving pressure from the auxiliary hydraulics circuit shall be provided by pressing in and holding the quick couplers.
- Shall have rear auxiliary hydraulics as an option and include.
  - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off button inside operator cab.
- Automatic Ride control shall be available as an option.
  - Shall be automatically activated and deactivated based on the lift cylinder hydraulic pressure
  - Shall include on/off button inside operator cab.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- Shall have inertia welded rods and bases at the end of the cylinders.
- Cylinders shall meet the following minimum specifications:

<u>Function</u>	<u># of Cylinders</u>	<u>Bore Diameter</u>	<u>Rod Diameter</u>	<u>Stroke</u>
Lift	2	2.75" (69.9 mm)	1.75" (44.5 mm)	21.70" (551.1 mm)
Tilt	2	2.75" (69.9 mm)	1.50" (38.1 mm)	13.03" (331.0 mm)



## OPERATOR CONTROLS

- Loader direction, steering, and travel speed.
  - Standard – Shall be controlled by two independent steering levers.
  - Optional – Shall be controlled by SJC system.
- Loader lift and tilt functions.
  - Standard - Shall be controlled by separate adjustable foot pedals.
  - Optional - Shall be controlled by SJC system.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right-side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to compensate for normal variations such as track tension and wear, driving on uneven terrain such as crowned road surfaces and when using side shift attachments such as trenchers.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
  - Optional Auto Idle shall be available on SJC equipped loaders to automatically reduce the engine speed to idle after a set time interval of loader drive and/or hydraulic inactivity.
    - Auto Idle shall be turned on or off through the display.
    - The time interval before the engine speed reduces to idle shall be adjustable from 4 to 250 seconds on loaders equipped with deluxe loader instrumentation.
- Lift and Tilt Compensation shall be available as an option to adjust the lift and tilt control sensitivity.
- A Radio Remote Control Kit shall be available as an option. The kit shall allow the operator to safely start the loader engine and operate the drive, lift, tilt and auxiliary hydraulic functions of the loader using a Radio Remote Control Transmitter.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right-hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left-hand joystick.
- Electrical switches on the joystick handles shall activate turn signals, all attachment control functions, continuous flow control for auxiliary hydraulics, front horn and two-speed control.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated button on the right-hand cab post.
- Engine starting and shutdown functions shall be controlled electrically with a button or optional key switch start.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
  - Shall have the capability to be used in colder temperatures to aid in defrosting.
- Cab heat shall be available as an option without changing loader profile.
  - Heater system shall have a minimum BTU output of 36,800 BTU.
- Front door shall be a one-piece curved design that opens on the side opposite of the auxiliary quick couplers.
- Enclosed cab shall be pressurized to 0.1 inches of water.
- A suspension seat shall be standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder kit shall be standard equipment.
- Engine throttle shall be located in front of the operator.
- The standard Selectable Joystick Control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
  - Reduces bystander noise to 102 dB (ISO 6395), and operator noise to 75 dB (ISO 6396)
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Intermittent front wiper shall be available as an option.
- Special application polycarbonate doors and windows shall be available as an option.
- A ¾" polycarbonate front door shall be available as an option for land clearing applications.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
  - Front operating lights shall be LED with minimum output of 2000 lumens.
- Side light kit shall be available as an option.
  - Side light kit shall include 2 LED light bars with a minimum output of 1000 lumens.
- Side windows shall be mounted on the outside of the cab with the ability to be locked in open and/or closed positions.
- Side and rear window defrost shall be provided in the heat or air-conditioned options.
- Loader controls and buttons shall be mounted in front of the operator, not to the side.
- An FM/AM Radio shall be available as an option.
  - Radio shall be located in front of the operator.
- 12-volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.
- Shall meet ISO 5006:2006: *Earth-moving Machinery. Operator's Field of View. Test Method and Performance Criteria* without aides such as rear-view mirrors.

## CAPACITIES

- Fuel Tank shall have a minimum capacity of 28.3 gal. (107.1 L).
- Cooling System without heater shall have a minimum capacity of 2.8 gal. (10.6 L).
- Cooling System with heater shall have a minimum capacity of 3.0 gal. (11.3 L).
- Hydraulic & Hydrostatic Reservoir shall have a minimum capacity of 5.0 gal. (18.9 L).
- Hydraulic & Hydrostatic System shall have an approximate capacity of 13.6 gal. (51.1 L).

### STANDARD INSTRUMENTATION WITH 5" DISPLAY

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

<u>Features</u>	<u>Warning Lights</u>	<u>Indicators</u>	<u>Data Display System</u>
- English/Metric Settings	- Engine Coolant Temp	- 3-Point Shoulder Belt	- Battery Voltage
- Keyless Start	- Engine Malfunction	- Coolant Temp	- Drive Response Setting
- Maintenance Notification	- Fuel Level	- Engine RPM	- Engine Coolant Temp
- Password Lockout	- General Warning	- Hydraulic Oil Temp	- Engine Preheat
- Service Codes with Basic Description	- Hydraulic Malfunction	- Hydrostatic Charge Pressure	- Engine RPM
		- Lift & Tilt Valve	- Fuel Level
		- Oil Pressure	- Hourmeter
		- Parking Brake	- Maintenance Clock
		- Seat Bar	- Rearview Camera Ready
		- Seat Belt	- Service Codes
		- System Voltage	- Speed Management
		- Turn Signals	- Steering Drift
			- Two Speed

### STANDARD INSTRUMENTATION WITH OPTIONAL 7" TOUCH DISPLAY

- The following features of the 7" Touch Display are in addition to the 5" Display:

**Additional Displays for:**

- Multi-Language Display
- Attachment Control
- High Flow Lockout
- Two-Speed Lockout

**Additional Features:**

- Bluetooth Connectivity
- Decelerator setup
- Diagnostic Capability
- Digital Clock
- Hands Free Communication
- Help Screens
- Integrated AM/FM Weather Band Radio
- Job Clock
- Rearview Camera Ready
- Security Code Time Out Settings
- Service Codes with Extended Descriptions
- USB Charge Port

## ATTACHMENTS

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator in two minutes or less.
- The quick-change mechanism will incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- A power quick-change mechanism shall be driven by hydraulics and be available as an option.
- The power quick-change mechanism shall be activated by a simple push button to raise and a second push button to lower attachment levers.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit (Attachment Control Kit – ACK) shall be provided which will control all available attachments.
- Attachment Control unit shall not use mechanical relays.
- Standard flow hydraulics shall be equipped as standard equipment.
- High flow hydraulics shall be available as optional equipment.
- No attachments will require more than three hydraulic hoses and one electrical line for operation.

## SERVICEABILITY

- Engine shall be mounted in-line with easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen.
  - Air cleaner
  - Air conditioning compressor
  - Alternator
  - Cooling system (engine coolant and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil dipstick
  - Starter
- Easy access to engine oil drain shall be provided via access plate below engine.
- Easy access shall be available to all lift arm grease points.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- A rear bumper shall extend beyond the tailgate to protect the tailgate from damage.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system components.
- Tip-up coolers shall give access to certain engine components.



## SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 35.1" (892 mm).
- A seat belt and an electric button operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with Two-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Emergency exit provided through front door accessed via orange colored handles or back window accessed via orange tag.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar.
- Loader shall be equipped with a lift arm by-pass valve. Should the engine not start, or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warnings by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Rear operating lights shall be mounted to the tailgate and shall be recessed to minimize damage.
  - Rear operating lights shall include backup lights and red colored taillights.
- Strobe lights or rotating beacons shall be available as an option.
- 4-way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher shall be available as an option.
- Shall have single- or four-point lift kits available as an option for lifting the loader without affecting rollover and falling object protection features of the operator cab.

## TRAINING RESOURCES

- A comprehensive Online Skid-Steer Loader Operator Training Course (English & Spanish).
- A comprehensive Compact Skid-Steer Loader Operator Training Course Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Course Kit shall be available. The kit shall include a video, classroom and hands-on training.