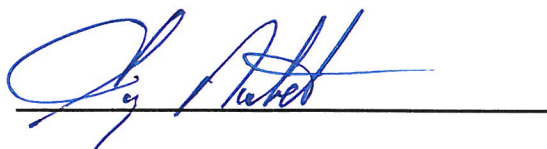


# NOTICE

Please note that this bid from Cleveland Brothers Equipment Co, Inc for CRFQ\_DOT2200000018 was received at the Purchasing Division office prior to the established bid opening date and time on September 15, 2021, but was not read at the public opening because of technical difficulties.

A handwritten signature in blue ink, appearing to read "Guy Nisbet", is written over a solid horizontal line.

Guy Nisbet

Assistant Purchasing Director




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  5[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 909015


Procurement Type: Central Master Agreement

Vendor ID:  

Legal Name: CLEVELAND BROTHERS EQUIPMENT CO INC

Alias/DBA:

Total Bid: \$841,120.00

Response Date:  Response Time: Responded By User ID:  First Name: Last Name: Email: Phone: 

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000018

Published Date: 9/7/21

Close Date: 9/15/21

Close Time: 13:30

Status: Closed

Solicitation Description:  

Total of Header Attachments: 5

Total of All Attachments: 5



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Skid Steer	10.00000	EA	84112.000000	841120.00

Comm Code	Manufacturer	Specification	Model #
22101509			

**Commodity Line Comments:**

**Extended Description:**

Skid Steer

# SOLICITATION NUMBER: CRFQ DOT2200000018

## Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 ("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

### Additional Documentation:

Bid Opening moves to 09/02/21 at 1:30pm

### 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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT220000018**

**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 type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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 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.

Cleveland Brothers Equipment Co  
Company  
Chris Johnson  
Authorized Signature  
9-1-21  
Date

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

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000018  
 Date of Pre-Bid Meeting: August 10, 2021 10: A.M.  
 Location of Prebid Meeting: Equipment Division, Buckhannon WV

**Please Note:**

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone#:	Fax #:	Email:
Anderson Equipment	Bert Smith	1 Andy's Way Charleston, WV.	304-756-2800	304-366-7214	bhahn@AndersonEquipment.com
Middletown Tractor	MIKE Shaves	2050 Boyers DR. Fairmont WV	304-366-4690	304 366 4698	MIKE @ M.dalletowntractor.com
Middletown Tractor	Tabatha Cronin	2050 Boyers Dr Fairmont WV	304-366-4690	304-366-4698	timerritt@mddlepointtrac.com
Risk Eq.	MIKE Blicke	100 Helixway Loop Sport. WV 26330	304-842-3511	304-842-6126	mblicke_staff@ Risk.com
Boyd Cat	Eric Rainey	3 Park Rd Martinsburg WV 25143	304-389-4190	304-759-6404	eric.rainey@Boydcat.com
Cleveland Bros. Cat	Josh Hinkle	Rt 76 East Bridgeport WV 26330	304.644.2060	304.842.6806	jhinkle@clevelandbrothers.com

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



# SOLICITATION NUMBER: CRFQ DOT2200000018

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 (“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

### Additional Documentation:

Attach Pre-Bid Sign-in Sheets

Bid Opening remains 08/24/21 at 1:30pm

### 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.

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

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

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

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

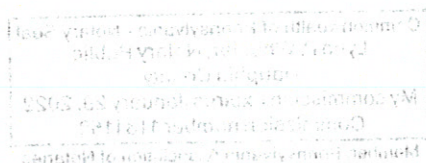
*"Interested party" or "Interested parties"* means:

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

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

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

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



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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: CLEVELAND BROTHERS EQUIPMENT CO. Address: 5300 PAXTON ST. HARRISBURG PA 17111

Name of Authorized Agent: CHRISTOPHER SULLIVAN Address: 5300 PAXTON ST HARRISBURG PA 17111

Contract Number: 717-443-3284 Contract Description: POU. MANAGER

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

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: Christopher Sullivan Date Signed: 8-11-21

**Notary Verification**

State of PA, County of Dauphin:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 10 day of August 2021.

Lynn B. Wheeler  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
Lynn P. Wheeler, Notary Public  
Dauphin County  
My commission expires January 29, 2022  
Commission number 1181158

Member, Pennsylvania Association of Notaries

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 exceed five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Cleveland Brothers Equipment Co. Inc.

Authorized Signature: Christopher Bellver Date: 8-11-21

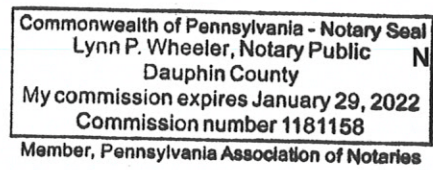
State of PA

County of Dauphin, to-wit:

Taken, subscribed, and sworn to before me this 10 day of AUGUST, 2021.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** Lynn P. Wheeler

**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.

Chris Sullivan Governmental Manager

(Name, Title)

CHRIS SULLIVAN GOVERNMENTAL MANAGER

(Printed Name and Title)

5300 PAXTON ST HARRISBURG PA 17111

(Address)

717 443 3284

717 - 564 6931

(Phone Number) / (Fax Number)

C.SULLIVAN@CLEVELANDBROTHERS.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

CLEVELAND BROTHERS EQUIPMENT COMPANY

(Company)

Chris Sullivan Governmental Manager

(Authorized Signature) (Representative Name, Title)

CHRIS SULLIVAN GOVERNMENTAL MANAGER

(Printed Name and Title of Authorized Representative)

8-11-21

(Date)

717 443- 3284

717 564 6931

(Phone Number) (Fax Number)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Cleveland Brothers Equipment Co., Inc. 5300 Paxton Street Harrisburg PA 17111 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570086608478      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO651024729	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6510248-29	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
State of WV is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  State of WV 1900 Kanawha Blvd. E., Bldg. 5 Charleston WV 25305 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

Holder Identifier : DF      Certificate No : 570086608478



# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO651024729

Effective Date: 4/1/2021

This endorsement applies to insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.





ZURICH®

# Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 6510248-29	4/1/2021	4/1/2022	4/1/2021	30-380000		

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000018  
 Date of Pre-Bid Meeting: August 10, 2021 10: A.M.  
 Location of Prebid Meeting: Equipment Division, Buckhannon WV

**Please Note:**

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone#:</u>	<u>Fax #:</u>	<u>Email:</u>
Jefferds Corp. Bobcat of Advantage Valley	Jeremy Dosier	614 New Goff Mtn Rd Cross Lanes, WV 25313	304-776-9100		jeremydosier@jefferds.com
MU TRACTOR CO	MIKE GRADY	214 1/2 ST W CHARLESTON WV 25302	304-346-5301	304-346-5305	mutractor@msn.com
Leslie Equipment Co.	Bo Kesler	2098 Little Lane Pleasant Valley WV 26554	304-534-5454	304-534-5388	keslerbo@LEC1.com
Leslie Equip. Co.	Trent May	19 Goff Crossing Drive Cross Lanes, WV 25313	304-542-0433	304-204-1811	maytrent@lec1.com
State Equipment, Inc	Seth Gardner	560 New Goff Mountain Rd. Cross Lanes, WV 25313	304-776-4405	304-776-4409	seth@stateequipment.com
PARCS	Donnie Bensekhauer	242 West Main St. S/zn, WV 26426	304-871-1478		dbensekhauer@parcs.com

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

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000018  
 Date of Pre-Bid Meeting: August 10, 2021 10: A.M.  
 Location of Prebid Meeting: Equipment Division, Buckhannon WV

**Please Note:**

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Pam Hall	83 Brushy Fork Rd Crossing Buckhannon, WV	304-471-0139		pamela.j.hall@wv.gov
WVDOH	JD Hutter	85 Brushy Fork crossing Buckhannon WV 26201	304-471-0141		
WVDOH	Justin Godwin	83 Brushy Fork Crossing Buckhannon WV 26201	304-471-0141		
WVDOH	Valerie Sayre	1900 Kanawha Blvd. E Charleston, WV 25305	304-414-7124		valerie.r.sayre@wv.gov

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

# P

Kubota | Massey Ferguson | New Holland | Case IH | John Deere | Woods | **PARCS** | Genie | GenTrac | Toro | **PARCS** | Simplicity

**Donnie Bensenhaver**

Mobile Sales  
304-871-1478

72 Rudville Rd.  
Bruceston Mills, WV 26525  
Fax 304-379-4395

Email: [dbensenhaver@parcs.com](mailto:dbensenhaver@parcs.com)

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



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

[www.wvtractor.com](http://www.wvtractor.com)

**MICHAEL P. GRADY**  
VICE PRESIDENT  
Cell (304) 389-7082

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

[gradymabe@msn.com](mailto:gradymabe@msn.com)

**Anderson**  
EQUIPMENT COMPANY  
Your COMPLETE Equipment Solution

**Bert Smith**  
Sales Representative

Fairmont Branch  
2007 Ruskin Drive  
Pleasant Valley, WV 26554  
[bsmith@andersonequip.com](mailto:bsmith@andersonequip.com)  
Phone: 304-366-3075, Ext: 4206  
Fax: 304-366-7214  
Mobile: 304-614-5811

[www.andersonequip.com](http://www.andersonequip.com)



"Run with the Best"

**Trent May**

Sales Representative

19 Goff Crossing Drive  
Cross Lanes, WV 25313  
[maytrent@lec1.com](mailto:maytrent@lec1.com)  
[www.lec1.com](http://www.lec1.com)



JOHN DEERE

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



Bobcat of Advantage Valley

Jeremy Dosier | Bobcat Sales Specialist

614 New Goff Mtn Rd | Cross Lanes, WV 25313  
304.776.9100 Office | 304.541.3122 Cell  
[jeremydosier@jefferds.com](mailto:jeremydosier@jefferds.com)  
[www.bobcatwv.com](http://www.bobcatwv.com)

Bobcat



"Run with the Best"

**Bo Kesler**

Corporate

2098 Lillian Lane  
Pleasant Valley, WV 26554  
[keslerbo@lec1.com](mailto:keslerbo@lec1.com)  
[www.lec1.com](http://www.lec1.com)



JOHN DEERE

Office: 304-534-5454  
Fax: 304-534-5888  
Cell: 304-642-9991

**MIKE BLICKENSTAFF**  
Territory Manager

**KOMATSU**



"Safety Focused - Support Driven"  
[www.rish.com](http://www.rish.com)

100 Heliport Loop  
Bridgeport, WV 26330  
Office: 304-842-3511  
Fax: 304-842-6126  
Cell: 304-677-3881  
[mblickenstaff@rish.com](mailto:mblickenstaff@rish.com)

STATE EQUIPMENT, INC.



**SETH GARDNER**  
INSIDE SALES/RENTAL DEPT.

CELL: 304-533-6020  
OFFICE: 304-776-4405  
FAX: 304-776-4409  
E-MAIL: [seth@stateequipment.com](mailto:seth@stateequipment.com)  
[www.stateequipment.com](http://www.stateequipment.com)

560 NEW GOFF MOUNTAIN RD.  
CROSS LANES, WV 25313





**Eric Ramey**  
Regional Sales  
Manager

**Boyd Company**  
3 Park Drive  
Hub Industrial Park  
Nitro, WV 25143  
304.759.6400

304.389.4190 mobile

EricRamey@boydcat.com  
www.boydcat.com

 <b>MIDDLETOWN</b> TRACTOR SALES www.middletontractor.com	<b>Mike Shaver</b> Corporate Sales Manager  <b>JOHN DEERE</b>    <i>Make Your Main Factor...Middletown Tractor</i>
2050 Boyers Drive Fairmont, WV 26554 Ext 133 off 1-79	304-366-4690 Cell: 304-657-1624 Toll Free 1-877-98DEERE mike@middletontractor.com



**Joshua J. Hinkle**  
Account Manager

**Cleveland Brothers Equipment Co., Inc.**  
Route 78 East  
Bridgeport, WV 26330  
304-842-2222 tel  
304-842-6808 fax  
jhinkle@clevelandbrothers.com  
www.clevelandbrothers.com

mobile: 304-641-2060  
home: 304-269-5232

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000018**

**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 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.

CLEVELAND BROTHERS EQUIPMENT

Company

Chris Johnson

Authorized Signature

8-13-21

Date

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

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

**KNOW ALL MEN BY THESE PRESENTS**, that we Cleveland Brothers Equipment Co.  
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America  
a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety,  
are held and firmly bound unto West Virginia Division of Highways  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar 299 SKID STEER

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of August , 2021 .

Lynn B. Wheeler  
(Witness)

Cleveland Brothers Equipment Co.  
(Principal)  
By: Christopher Sullivan  
(Title)

Danielle Johnson  
(Witness)  
Danielle Johnson

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
By: Autumn Schneider  
Autumn Schneider (Title) Attorney-in-Fact

State of Tennessee }  
County of Knox } SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 24th day of August in the year 2021 before me,  
Tina M. Foster, a Notary Public in and  
for said County and State, residing therein, duly commissioned and sworn, personally appeared  
Autumn Schneider known to me to be the duly authorized Attorney-in-Fact of the  
Travelers Casualty and Surety Company of America  
and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact,  
of said Company and the said Autumn Schneider  
duly acknowledged to me that he subscribed the of the  
Travelers Casualty and Surety Company of America  
thereto as Surety and his own name as Attorney-in-Fact.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year in this certificate first above written.



Tina M. Foster  
Notary Public in and for  
Knox County

State of Tennessee

My Commission expires: November 23, 2024





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Autumn Schneider** of **KNOXVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **August**, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



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

<b>Proc Folder:</b> 909015			<b>Reason for Modification:</b> ADDENDUM NO_4 Vendor Questions and Responses
<b>Doc Description:</b> ADDENDUM NO_4 Skid Steer			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-27	2021-09-02 13:30	CRFQ 0803 DOT2200000018	5

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**  **FEIN#** **DATE** 9-1-21

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_4

Addendum No\_4 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**

Skid Steer

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Prebid Meeting 10:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000018**

**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 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 checked="" 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 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.

CBEC  
\_\_\_\_\_  
Company  
Chris J. Miller  
\_\_\_\_\_  
Authorized Signature  
9-21-  
\_\_\_\_\_  
Date

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000028**

**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 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 checked="" 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 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.

CBEC  
\_\_\_\_\_  
Company  
Chris Jellison  
\_\_\_\_\_  
Authorized Signature  
9-1-21  
\_\_\_\_\_  
Date

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



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  
 Miscellaneous

<b>Proc Folder:</b> 910016		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum No_5 Above Ground Storage Tanks		ADDENDUM NO_5 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-27	2021-09-01 13:30	CRFQ 0803 DOT2200000028	6

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

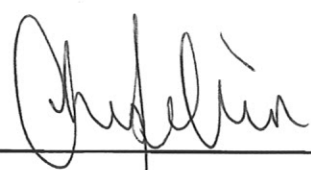
**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**  **FEIN#** **DATE** 9-1-21

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_5

Addendum No\_5 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Above Ground Storage Tanks. Per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	500 gallon double wall used oil tank	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111803			

**Extended Description:**  
500 gallon double wall used oil tank

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	5000 Gallon Aboveground storage tank Flameshield	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111803			

**Extended Description:**  
5000 Gallon Aboveground storage tank Flameshield



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

<b>Proc Folder:</b> 909015			<b>Reason for Modification:</b> Addendum No. 6 - to move the bid opening from 09/02/2021 to 09/08/2021.
<b>Doc Description:</b> ADDENDUM NO_6 Skid Steer			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-30	2021-09-08 13:30	CRFQ 0803 DOT2200000018	7

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**

**FEIN#**

**DATE**

9-1-21

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



**ADDITIONAL INFORMATION**

ADDENDUM NO\_6

1. To move the bid opening from 09/02/2021 to 09/08/2021. Bid opening time remains at 1:30 pm.

2. An incorrect attachment entitled "ADDENDUM NO 5 CRFQ DOT2200000028.PDF" was inadvertently attached to the CRFQ on Addendum No. 5 issued on 08/30/2021. Disregard this attachment. Please see attachment entitled "ADDENDUM NO 6".

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**  
 Skid Steer

<b>SCHEDULE OF EVENTS</b>		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting 10:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000018**

**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:**

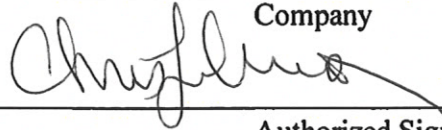
(Check the box next to each addendum received)

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

CBEC

Company



Authorized Signature

9-1-21

Date

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

**SOLICITATION NUMBER: CRFQ DOT2200000018**  
**Addendum Number: 6**

---

The purpose of this addendum is to modify the solicitation identified as CRFP DOT2200000001 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. The bid opening has moved from 09/02/2021 to 09/08/2021. The bid opening time remains at 1:30 pm.
2. An incorrect attachment entitled "ADDENDUM NO 5 CRFQ DOT22000000028.PDF" was inadvertently attached to the CRFQ for Addendum No. 5 issued on 8/30/2021.

Disregard this attachment. Please see attachment entitled "ADDENDUM NO 6".

**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.

TO: WVDOT  
Buckhannon, WV

DATE: September 7, 2021

**ATTENTION:**

**ONE (1) NEW CATERPILLAR 299D3 XE DM0 299D3 XE COMPACT TRACK LOADER S/N N/A**

LANE 2 - AVAILABLE FROM SANFORD FACTORY  
 LANE 3 - AVAILABLE FROM SANFORD FACTORY  
 Meets U.S. EPA Tier 4 Final emission standards  
 Configured with rubber track. Requires rubber track selection from Tracks section.  
 Available for AM-N, Puerto Rico, South Korea, Australia & New Zealand  
 REAR LIGHTS, STOP/TAIL/TURN FILM, RIDE CONTROL, ANSI  
 FILM, SELF LEVEL, ANSI  
 TRACK, RUBBER, 450MM (17.7 IN) BAR  
 DEBRIS MGMT PKG, NONE (DM0)  
 INSTRUCTIONS, ANSI, USA  
 BUCKET-GP, 80", BOCE

SEAT BELT, 2"  
 CERTIFICATION ARR, P65  
 PRODUCT LINK, CELLULAR PL243  
 DOOR, CAB, POLYCARBONATE  
 CAB PACKAGE, ULTRA  
 QUICK COUPLER, HYDRAULIC  
 FAN, COOLING, DEMAND, REVERSING  
 STANDARD RADIO(12V), BLUETOOTH LIGHTS, LED  
 RUBBER BELT, 2 SPD, TF IDLERS  
 CANNOT BE USED WITH: 512-4351 299D3 XE COMPACT TRACK LOADER ROTATING BEACON

**Selling Price:**

**\$84,112.00**

**Warranty:**

STANDARD WARRANTY: 24 MONTH/2,000 HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)

**Optional - NOTE INCLUDED IN SELLING PRICE**

		<b>Selling Price</b>
COLD PLANER, PC406	(Order)	\$19,620.00
COLD PLANER, PC408	(Order)	\$21,600.00
COLD PLANER, PC412	(Order)	\$25,600.00
BROOM, HYDRAULIC ANGLE, BA118C	(Order)	\$8,595.00
BROOM, PICKUP, BP118C	(Order)	\$5,920.00

**Finance Summary:**

Selling Price	\$84,112.00
<b>Net Selling Price</b>	<b>\$84,112.00</b>

**Remarks:**

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

**STANDARD TERMS:** SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

**BY:** Joshua J Hinkle QN: S000145429

**DELIVERY:** **LEAD TIME:** To be determined at the time of order

**ATTENTION:** THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

# CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

## MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

## USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

## CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
  - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
  - c. Special terms expressly stated on the face hereof;
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work -- for one hundred eighty (180) days from the date such Work is completed -- to be free from defects in materials and workmanship;
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

## DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

## SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE. NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

## DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort -- whether based on strict liability, or any other theory of tort liability -- for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

## EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

## CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.
- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.
- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.
- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

## OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to

its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

6) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency, and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

9) TRADES: Purchaser warrants to Cleveland Brothers Equipment Co., Inc. (hereinafter referred to as the "Seller" or "Cleveland" except where full name is used) the trade-in to be free from any lien, encumbrance, security interest or other charge, and the undersigned hereby certifies that he has full authority and right to dispose, sell or trade-in the same at time of transfer to Seller. \_\_\_\_\_ (initial)

Customer: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2200000018**

**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:**

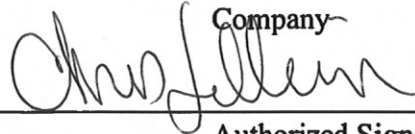
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input 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 checked="" 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 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.

CLEVELAND BROTHERS EQUIP. CO

Company



Authorized Signature

9-1-21

Date

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

**ADDENDUM FOR PRE-BID**

**CRFQ 0803 DOT2200000018**

**SKID STEER**

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

- 1. 6.1 Delivery Time:** A completed pilot model for inspection must be provided within 30 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 90 working days after orders are received Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

**Question:** Please confirm and explain on 6.1 what a complete pilot model for inspection within 30 days after receipt of the pilot model order?

**Answer:** On addendum # 3 released 08/23/2021 the delivery dates were changed to **120** working days for the pilot and **220** working days for the standard orders. A pilot model is ordered as a single unit that is used to prove the vendor capable of supplying equipment meeting the build specification.



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**

<b>Proc Folder:</b> 909015 <b>Doc Description:</b> ADDENDUM NO_4 Skid Steer			<b>Reason for Modification:</b> ADDENDUM NO_4 Vendor Questions and Responses
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-27	2021-09-02 13:30	CRFQ 0803 DOT2200000018	5

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
John W Estep  
304-558-2566  
john.w.estep@wv.gov

**Vendor Signature X** *[Handwritten Signature]* **FEIN#** **DATE** 8-27-21

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



**ADDITIONAL INFORMATION**

ADDENDUM NO\_4

Addendum No\_4 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**  
Skid Steer

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting 10:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16



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

<b>Proc Folder:</b> 909015		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ADDENDUM NO_3 Skid Steer		ADDENDUM NO_3 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-23	2021-09-02 13:30	CRFQ 0803 DOT2200000018	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor  
 Signature X**

**FEIN#**

**DATE**

8-23-21

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_3

Addendum No\_3 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**

Skid Steer

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting 10:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16



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

<b>Proc Folder:</b> 909015		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ADDENDUM NO_2 Skid Steer		Addendum No_2 Bid Opening Moves to 09/02/21	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-13	2021-09-02 13:30	CRFQ 0803 DOT2200000018	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**  **FEIN#** **DATE** 8-23-21

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_2

Addendum No\_2 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**

Skid Steer

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting 10:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16



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

<b>Proc Folder:</b> 909015			<b>Reason for Modification:</b> ADDENDUM NO_1 Attach Pre-Bid Sign-in Sheets
<b>Doc Description:</b> ADDENDUM NO_1 Skid Steer			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-11	2021-08-24 13:30	CRFQ 0803 DOT2200000018	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

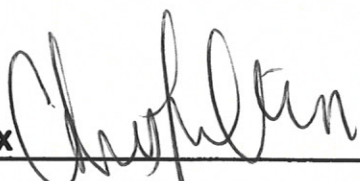
**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**  **FEIN#** **DATE** 8-27-21

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101509			

**Extended Description:**

Skid Steer

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<b>Doc Description:</b> Skid Steer			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-07-19	2021-08-24 13:30	CRFQ 0803 DOT2200000018	1

**BID RECEIVING LOCATION**

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

**VENDOR**

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**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
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**Vendor Signature X**  **FEIN#** **DATE**

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