



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: 1033306			Reason for Modification: ADDENDUM NO_3 Vendor Questions and Responses
Doc Description: ADDENDUM NO_3 Mtr Grader Articulated AWD /rev Ft. Mtd			
Proc Type: Central Master Agreement			
Date issued	Solicitation Closes	Solicitation No	Version
2022-05-27	2022-06-22 13:30	CRFQ 0803 DOT2200000167	4

BID RECEIVING LOCATION

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

06/22/22 12:35:21
 West Virginia Purchasing Division

VENDOR

Vendor Customer Code: 000000218337

Vendor Name: *Boyd Company*

Address: 10001

Street: *LENN STATION RD.*


City: *LOUISVILLE*

State: *KY* Country: USA Zip: 40223

Principal Contact: *Matthew E. Conner*

Vendor Contact Phone: (304)759-6400 Extension:

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

Vendor Signature X  FEIN# 610401854 DATE 6/22/22

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 West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD 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	Motor Grader	20.00000	EA	\$325,000. ⁰⁰	\$6,500,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
22101502	CATERPILLAR	MOTOR GRADER	140

Extended Description:

Motor Grader articulated all wheel drive w/reversible front mounted trip/plow

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid 11:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26

SOLICITATION NUMBER: CRFQ DOT2200000167

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000167 ("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 06/02/2022 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.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000167
 Date of Pre-Bid Meeting: May 19, 2022 11:00 A.M.
 Location of Prebid Meeting: Buckhannon, WV Equipment Division

Please Note:

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WV TRACTOR COMPANY	GARY GRADY	P.O. BOX 473 CHARLESTON WV 25322	346-5301	346-5305	levtractor@msn.com
Boyd Caterpillar	Kristina Hughart on behalf of Matt Conner	3 Park Rd Mingo, WV 25743	304-759-6400	304-759-6404	kristina.hughart@boydcat.com
Leslie Equipment	Bo Kester	2098 Linton Ave Pleasant Valley, WV 26554	304-534-9454	304-534-5814	kesterbo@lec2.com
Leslie Equipment Company	Trent Magz	19 Goff Crossing Drive Cross Lanes, WV 25313	304-542-0433	304-204-1811	magz.trent@lec2.com
Cleveland Bros. Equip	Josh Hinkle	6286 W. Veterans Mem. Hwy Bridgeport WV, 26330	304-641-2060	304-842-6806	jhinkle@clevelandbrothrr.com
STATE EQUIPMENT JAC	EDDIE ROWAN, JR	560 NEW GOLF MOUNTAIN ROAD CROSS LANES WV 25313	304-776-4405 304-539-8654	304-776-4405	EDDIE@STATEEQUIPMENT.C

***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 DOT2200000167
 Date of Pre-Bid Meeting: May 19, 2022 11:00 A.M.
 Location of Prebid Meeting: Buckhannon, WV Equipment Division

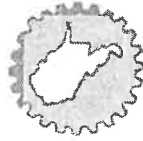
Please Note:

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WV DOH Equipment Div.	Pam Hall	Buckhannon, WV	304-471-0139		pamela.j.hall@wv.gov
WV DOH Equipment Div.	Justin Godwin	Buckhannon WV	304-471-0139		justin.l.godwin@wv.gov
WV DOH Procurement	Kristy James	Bldg 5 Room A240 Charleston, WV 25305	304-414 7104		Kristy.e.james@wv.gov
WV DOH	JD Haller		304-471-0141		JD.S.Haller@wv.gov
WV DOH	Todd Campbell	Buckhannon W.V.	304-997-5206		A.Todd.Campbell@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.*

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



WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

www.wvtractor.com

GARY W. GRADY
PRESIDENT
Cell (304) 549-6068

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

wvtractor@msn.com



CASE
CONSTRUCTION

Eddie Rowan, Jr.
General Manager

Office: (304) 776-4405
Cell: (304) 539-8684
Fax: (304) 776-4409

560 New Goff Mountain Road
Cross Lanes, WV 25313

Email: eddie@stateequipment.com
www.stateequipment.com



"Run with the Best"

Trent May

Sales Representative

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



JOHN DEERE

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

**Cleveland
Brothers**



Joshua J. Hinkle
Account Manager

mobile: 304-641-2060

Cleveland Brothers Equipment Co., Inc.
6286 West Veteran Memorial Hwy
Bridgeport, WV 26330
304-842-2222 tel
jhinkle@clevelandbrothers.com
www.ClevelandBrothers.com



"Run with the Best"

Bo Kesler

Corporate

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



JOHN DEERE

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

BOYD



Kristina Hughart
Customer Rental
Representative

304.550.6496 mobile

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

KristinaHughart@boydcat.com
www.boydcat.com

SOLICITATION NUMBER: CRFQ DOT2200000167

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000167 ("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 06/22/2022 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.: CRFQ DOT2200000167

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.

Company

Authorized Signature

Date

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

SOLICITATION NUMBER: CRFQ DOT2200000167

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000167 ("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:

Vendor Questions and Responses

Bid Opening remains 06/22/2022 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 FOR PRE-BID

CRFQ 0803 DOT2200000167

MOTOR GRADER ARTICULATED AWD

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

1. **3.1.10.1** Lowest gear speed – forward (maximum) 2.5 MPH

Question : We would like to request that this be raised to a maximum of 2.6 MPH?

Answer: yes, will change to read: 3.1.10.1 Lowest gear speed – forward (maximum) 2.6 MPH

2. **3.1.10.4** Highest gear speed – reverse (minimum) 27.5 MPH

Question:: We would like to request that this be changed to accept of 23.2 MPH. A speed of 27.5 MPH in reverse is not necessary in a motor grader.

Answer: yes, will change to read 3.1.10.4 Highest gear speed – reverse (minimum) 23.0 MPH.

3. **3.1.13.2** Shall have dual 100 amp alternators.

Question: : We would like to request that this be changed to a single 115 amp alternator- or we can provide a single 150 amp alternator.

Answer: Will accept single 150 amp alternator.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000167

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

Boyd Company

Company

M. J. Conn



Authorized Signature

6/22/22

Date

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

VENDOR: Boyd Company Class 405

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	John Deere 672 AWD or equal	CATERPILLAR 140	20	\$325,000.00	\$6,500,000.00
Total Bid Cost					\$6,500,000.00
Bid Will Be Awarded To The Lowest Overall Bid Total For All Items					
Vendor Information					
Company Name: Boyd Company					
Contact Manager: Matthew Conner					
Address: 10001 Linn Station Rd., Louisville, KY 40223					
Phone: (304) 759-6400					
Fax: (304) 759-6404					
E-mail: MatthewConner@BoydCat.com					
Signature: 					

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:

WVDOH Equipment Division
83 Brushy Fork Rd. Crossing
Buckhannon, WV 26201
May 19, 2022 @ 11:00am

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: May 26, 2022 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: John.w.estep@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000167
BID OPENING DATE:	June 2, 2022
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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: June 2, 2022 @ 1:30pm

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: 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: 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the 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).

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: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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.

***Please make insurance certificate to read as follows:
State of WV, 1900 Kanawha Blvd.E., Bldg. 5, Charleston, WV 25305

***State of WV must be listed as additional insured.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Name, Title) Matthew E. Conner, SALES REPRESENTATIVE
(Printed Name and Title) Matthew E. Conner, SALES REPRESENTATIVE
(Address) 10001 LINN STATION RD., LOUISVILLE, KY 40223
(Phone Number) / (Fax Number) (304) 759-6400 / (304) 759-6404
(email address) Matthew.Conner@BoydCat.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

BOYD COMPANY
(Company)
Matthew E. Conner, Matthew E. Conner, SALES REPRESENTATIVE
(Authorized Signature) (Representative Name, Title)
Matthew E. Conner, SALES REPRESENTATIVE, 6/22/22
(Printed Name and Title of Authorized Representative) (Date)
(304) 759-6400 / (304) 759-6404
(Phone Number) (Fax Number)
Matthew.Conner@BoydCat.com
(Email Address)

WWREQUEST FOR QUOTATION
(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted
Trip/Plow John Deere 672 AWD or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted Trip/Plow John Deere 672 AWD or equal.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** means West Virginia Division of Highways.
 - 2.5 **“CCA”** means cold cranking amps.
 - 2.6 **“SAE”** means Society of Automotive Engineers.
 - 2.7 **“MPH”** means miles per hour.
 - 2.8 **“°”** means degrees.
 - 2.9 **“HP”** means horsepower.
 - 2.10 **“F”** means Fahrenheit.
 - 2.11 **“R.O.P.S”** means rollover protection system.
 - 2.12 **“AWD”** means All Wheel Drive.
 - 2.13 **“Class 405”** Internal use for WVDOH.
 - 2.14 **“LED”** means light-emitting diode.

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3. GENERAL REQUIREMENTS:

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

3.1.1 Motor Grader mandatory requirements.

3.1.1.1 The unit specified herein and offered shall be manufactured on or after January 1, 2022 and will be clearly identified and marked with date of manufacture.

3.1.1.2 All daily service shall be done from ground level.

3.1.1.3 Motor Grader shall be of conventional design and heavy-duty construction. Units shall be delivered complete with all the manufacturers currently advertised standard features unless specifically addressed herein.

3.1.2 Operational Use:

3.1.2.1 The grader shall perform the following types of work under full control, completely free of conditions requiring undue operator effort.

- A. General maintenance and improvements to existing roads
- B. Coarse and fine grading and spreading
- C. High and low bank sloping
- D. Clearing slides
- E. Scarifying
- F. Ditching, including reconditioning old ditches and cutting new ditches, which at times will include deep ditching.
- G. Wind Rowing
- H. Snow and Ice removal

3.1.2.2 The grader shall be capable of carrying out any of the above operations under all types of conditions ranging from light soils to rocky materials.

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3.1.2.3 The grader shall be capable of operating on mountain roads of low construction standards having sustained grades in excess of 7% minimum and steep pitches up to 18% maximum.

3.1.2.4 The minimum blade Hp shall be 33,900 lbs. force with use of all wheel drive unit at a traction coefficient of 0.9.

3.1.2.5 The basic operating weight shall exclude: (A) Front Mounted Scarifier (B) Hydro-inflation and (C) Wheel or tire ballast.

3.1.2.6 The size grader covered by this specification shall have a basic operating weight of not less than 43,000 lbs. minimum.

3.1.2.7 Shall have minimum wheelbase of 232 inches. (Distance from the center of front axle to the center line of the rear main tandem drive axles).

3.1.3 Engine: Shall be designed and built by the grader manufacturer.

3.1.3.1 Shall be Tier 4 Final Compliant, 6-cylinder diesel engine.

3.1.3.2 Engine displacement shall not be less than 9.0L

3.1.3.3 Engine shall be equipped with an adequate and efficient lubrication system and fuel injection mechanism.

3.1.3.4 Engine shall have manufacturers' heavy-duty fuel filtering system with fuel heater contained in filter base.

3.1.3.5 Engine shall have manufacturers full flow type lubricating oil filter.

3.1.3.6 The air cleaner shall be the dual element type (primary and safety dry type element) with a built-in pre-cleaner section and automatic dust ejection.

3.1.3.7 Air cleaner hose shall be the metal or heavy duty flexible non-collapsible type, with metal or molded rubber elbows. (Wire reinforced hose is not acceptable).

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3.1.3.8 All air cleaner connections shall be banded.

3.1.3.9 Filter shall be located inside of hood or at location protected from contaminants thrown by tandem wheels.

3.1.4 Engine Governor

3.1.4.1 Engine shall be equipped with a variable speed governor of the mechanical or hydraulic type and shall be driven from the engine.

3.1.4.2 Provisions shall be made for permitting regulation of the governed speed-setting throughout the engine load range while the engine is in operation.

3.1.5 Cooling System

3.1.5.1 The engine cooling system shall be maximum available from the manufacturer and have an operating ambient temperature range of minimum -34° F. to +125°F. maximum.

3.1.5.2 Coolants system shall be filled with extended life permanent type anti-freeze with freeze protection to -34°F. minimum.

3.1.5.3 Cooling system shall include manufacturers heavy duty radiator protected by a guard, a rearward exhaust fan, a circulating water pump and a thermostat and bypass for warm up. Engine fan shall automatically adjust fan speed by a variable hydraulic fan pump to meet engine cooling requirements.

3.1.6 Engine Housing

3.1.6.1 The engine shall be protected with a metal hood and manufacturers lockable side panels (keyed alike).

3.1.7 Engine Starting System

3.1.7.1 The grader shall be provided with manufacturers heavy duty starting system and shall have keyed ignition system or push-button.

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3.1.7.2 Starting system shall be capable of cranking the engine in ambient temperature of -30°F minimum.

3.1.7.3 A concealed electrical disconnect switch to prevent unauthorized starting of the grader shall be provided.

3.1.8 Fuel Tank (s)

3.1.8.1 Manufacturers standard fuel tank(s) (minimum 90 gallon capacity) is (are) acceptable and shall be located so as not to be affected by heat from engine, exhaust piping, or muffler.

3.1.9 Power Shift Transmission: Transmission shall be designed and built by the machine manufacturer.

3.1.9.1 The transmission shall be direct drive, power shift, counter-shaft type. Transmission guard shall be included.

3.1.9.2 Transmission direction and gear shifting shall be electronically and proportionally controlled from forward to reverse and from gear to gear.

3.1.9.3 Transmission shall have no less than eight(8) forward speeds and six(6) reverse speeds.

3.1.9.4 Electronic throttle control shall be available.

3.1.9.5 Unit bid shall produce a minimum of 250 NET HP in both 7th and 8th forward gear.

3.1.10 Travel Speeds

3.1.10.1 Lowest gear speed – forward (maximum) 2.5 MPH

3.1.10.2 Highest gear speed – forward (minimum 27.5 MPH

3.1.10.3 Lowest gear speed – reverse (maximum) 2.5 MPH

3.1.10.4 Highest gear speed – reverse (minimum) 27.5 MPH

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3.1.11 Final Drive

3.1.11.1 All shafts, gears, sprockets, chains, bearings, etc. shall be of sufficient strength and capacity to safely transmit full power of the engine to the driving wheels without component failure.

3.1.11.2 All gears and sprocket shall be machine cut.

3.1.11.3 Drive gears shall run in oil bath.

3.1.11.4 All driving mechanisms shall be fully enclosed and protected against lubricant leakage, dust, dirt, water, etc.

3.1.11.5 Tandem frames shall be mounted on and pivot about the axle so the equal weight is carried on all four (4) wheels when operating over rough terrain without effecting the evenness of the blade cut.

3.1.11.6 Tandem oscillation shall not be less than 15° upward from the horizontal and not less than 15° down.

3.1.11.7 A stop shall be permanently attached to the grader to limit or prevent tandem oscillation (or in lieu of a stop) lifting attachment may be located at the center of the tandem to prevent tandem case oscillation or damage during loading or shipment.

3.1.11.8 The differential lock/unlock shall be operator controlled.

3.1.11.9 The differential lock/unlock shall be electro-hydraulically controlled with no speed restrictions for engaging/disengaging.

3.1.11.10 Left and Right tandem case shall be covered with anti-slip walk platform for standing and walking.

3.1.12 Front Axle

3.1.12.1 The front axle shall be an arched design for maximum clearance.

3.1.12.2 Axle shall be fitted with leaning type wheels and operating mechanism.

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3.1.12.3 Maximum front wheel lean shall be no less than 18° to the right and left of vertical.

3.1.12.4 Positive means shall be provided to prevent tires from rubbing when in the extreme leaning position.

3.1.12.5 Front wheel hubs shall not extend beyond the tire line.

3.1.12.6 Unit shall be equipped with the manufacturers' all-wheel drive system in order to improve tractive effort and steering control in slippery conditions.

3.1.12.7 The all-wheel drive system shall produce a maximum stall torque of no less than 14,500 lb. ft.

3.1.12.8 All-wheel drive system engage/disengage shall be accessible at operator's station and without any manual connect/disconnect procedure.

3.1.12.9 Front axle shall be steered by steering wheel; **Joystick steering will not be accepted.**

3.1.13 Electrical

3.1.13.1 The voltage rating of the electrical system shall be what is regularly provided by the manufacturer as standard equipment.

3.1.13.2 Shall have dual 100 amp alternators.

3.1.13.3 Wiring shall be enclosed in a harness formed of non-metallic loom and securely anchored to the frame in protected locations.

3.1.13.4 Any wiring in exposed locations that are subject to damage in normal use shall be enclosed in conduit.

3.1.13.5 All electrical wiring between the engine and alternator to other parts of the unit shall be connected by a plug type disconnect block with a prong and a receptacle configuration such that it will fit together only one way and located convenient to the engine.

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3.1.13.6 Unit shall be equipped with a 24-to-12volt converter to provide additional 12volt, 25amp continuous power sources for CB radios.

3.1.14 Lighting Equipment

3.1.14.1 Shall have two (2) LED headlights with high/low beam switch operated from the cab.

3.1.14.2 Headlights shall be mounted within the width of the cab.

3.1.14.3 Separate front (amber) and rear (red) turn signals shall be provided.

3.1.14.4 Lamps shall be mounted within the width of the cab on the front and rear or rear lamps may be mounted within the width of the radiator or engine housing.

3.1.14.5 All lamp sockets shall be brass or other corrosion resistant material.

3.1.14.6 Turn signals shall incorporate a heavy duty flasher.

3.1.14.7 Shall have operator controlled four-way hazardous warning signal with convenient cab located switch.

3.1.14.8 Two LED work light shall be provided on each side of the front lower section of the cab.

3.1.14.9 Work lights shall be swivel mounted to facilitate lighting of the blade working area, shall be switched and marked at cab location.

3.1.14.10 Shall be a minimum of two LED mid-frame lights to illuminate moldboard and surrounding areas.

3.1.14.11 Shall have four LED corner cab lights, two LED front cab lights and two LED right side cab work lights.

3.1.14.12 Sealed beam back up light shall be provided.

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3.1.14.13 Manufacturers stop-tail lights shall be recessed, and shock mounted.

3.1.14.14 Shall have manufacturers standard instrument lighting package.

3.1.14.15 Interior cab light shall be manufacturers standard for proposed model.

3.1.14.16 All lights shall be controlled by manufacturers heavy duty switches mounted at instrumental panel.

3.1.14.17 Lighting circuits shall be wired so that if a short occurs engine shutdown will not occur.

3.1.14.18 All circuits shall be protected by re-set circuit breakers or fuses.

3.1.15 Batteries

3.1.15.1 Batteries shall be maintenance free heavy duty with minimum of 1125 CCA.

3.1.15.2 Manufacturer's battery hold down device shall be provided.

3.1.15.3 Battery shall be easily accessible for servicing and be delivered with electrolyte installed.

3.1.16 Wheels/Tires

3.1.16.1 Graders shall be provided with six (6) wheels, two (2) wheels on the front axle and four (4) wheels arranged in tandem on the rear axle with manufacturers drive available at all six (6) wheels.

3.1.16.2 Both front and rear shall be tubeless type radial Michelin Snoplus and be 14.00 x 24, with correct ply rating for machine with snow plow blade attached.

3.1.16.3 Tires shall be mounted on 10 inch wide rims.

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3.1.17 Braking System

3.1.17.1 The service brakes shall be multi-disc, oil cooled and completely sealed.

3.1.17.2 Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.

3.1.17.3 Shall have wet disc type inboard on all wheels.

3.1.17.4 Parking brake shall be multi- disc, oil cooled, spring applied, hydraulically released, sealed, adjustment free and integrated into the transmission.

3.1.17.5 The service brake system shall incorporate a stored energy source, and accumulator, or other means to effectively allow full operator application of the brake system in the event any of the following fail; the engine, hydraulic, or air pump.

3.1.18 Controls

3.1.18.1 Controls for steering and operating the grader, including the leaning of the front wheels, shall be of the full hydraulic type.

3.1.18.2 Controls shall permit simultaneous operation of at least three (3) functional components without appreciable loss of component speed or power.

3.1.18.3 Links, cams, gears, etc. in the control mechanisms shall withstand the maximum stresses imposed upon them under normal operating conditions.

3.1.18.4 Hydraulic system shall be protected against the entrance of contamination and complete with the manufacturers recommended operating accessories and shall include an efficient filtering system easily accessible for cleaning and replacement.

3.1.18.5 The hydraulic control system shall be equipped with a pressure relief valve and an overload relief which will automatically reset when overload is cleared or pressure-compensated system.

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3.1.18.6 The hydraulic system shall be capable of providing a moldboard lift speed of 3 inches minimum per second.

3.1.18.7 Hydraulic system shall have double acting anti-drift check valves on blade lift, tilt, circle shift, articulation, leaning wheels, and scarifier.

3.1.19 Circle and Moldboard

3.1.19.1 The moldboard circle and drawbar assembly shall be such as to permit the grader to perform all operations specified herein and shall be attached to the frame by a swivel hitch mechanism.

3.1.19.2 Moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position.

3.1.19.3 Moldboard controls shall provide a float position.

3.1.19.4 Moldboard shall be constructed of high carbon steel or alloy steel securely mounted and designed to give a rolling tumble of material.

3.1.19.5 Moldboard dimensions shall be as follows:

- A. Length – 12- feet minimum
- B. Width (measured along curve) 2- feet minimum
- C. Thickness – 7/8 inches minimum
- D. Maximum depth of cut – up to 28- inches
- E. Lift above ground level – 16.8 inches minimum
- F. Bank sloping angle - 90°left minimum and 90° right minimum.

3.1.19.6 Moldboard shall be punched for standard replaceable cutting blades and replaceable end bits.

3.1.19.7 All holes for cutting edges shall be drilled or punched to accommodate a standard ¾ inch plow bolt with hex nut.

3.1.19.8 The moldboard circle shall be provided with shims or other adequate means of adjustment for wear.

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3.1.19.9 A hydraulically operated power tilt moldboard shall be furnished.

3.1.19.10 The design of the moldboard shall be such that full 360° rotation can be accomplished with the blade slightly raised without manipulation of controls other than power shifting to clear tires, transmission or other integral parts of the machine.

3.1.19.11 Unit shall be equipped with manufacturers blade lift accumulators and side shift accumulators.

3.1.19.12 Unit shall be equipped with a blade impact absorption system to protect moldboard and draft frame from impact with stationary objects

3.1.20 Scarifier

3.1.20.1 A scarifier shall be furnished with each grader; front mounted.

3.1.20.2 Scarifier shall be of the V-type, power control operated, and must be equipped with removable teeth having replaceable points.

3.1.20.3 Scarifier cutting width 47.4 inches minimum.

3.1.20.4 Number of teeth – 5 minimum

3.1.20.5 Weight – 865 lbs. minimum.

3.1.20.6 Scarifier must allow grader to ditch when in raised position (Swinging Scarifier is not acceptable).

3.1.20.7 Scarifier shall be manufacturers standard for model bid, mounted on front of grader.

3.1.21 ROPS Cab (Low Profile)

3.1.21.1 The graders shall be furnished with R.O.P.S Cab.

3.1.21.2 Cabs shall be completely enclosed, with door on each side, constructed of heavy gauge material and shall be equipped

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with manufacturers tinted safety glass at all locations to provide 360° visibility.

3.1.21.3 All controls for operating and steering shall be mounted inside of cab.

3.1.21.4 The cab door shall be lockable, keyed alike, and provided with fasteners to hold doors open during operation.

3.1.21.5 Windshield and rear window shall be provided with manufacturers electrically operated windshield wipers and washers.

3.1.21.6 An adjustable review convex mirror shall be provided and mounted inside cab and heated exterior mounted rearview mirrors to afford a clear vision to the rear of the grader.

3.1.21.7 Cab shall have heat and air; and also, front and rear windshield defroster.

3.1.21.8 Instrument panel shall be located convenient to the seated operator.

3.1.21.9 A warning horn shall be furnished and mounted at the front of the operator's compartment with the horn switch within easy reach of the operator.

3.1.21.10 Manufacturers OSHA approved backup alarm shall be provided.

3.1.21.11 Manufacturers standard instrumentation shall be furnished but to include a positive means of monitoring vital systems. Shall include the following:

- A. Engine Oil Pressure
- B. Engine Coolant Temperature
- C. Electrical System
- D. Torque Converter Temperatures
- E. Transmission Pressure (If applicable)
- F. Hydraulic Oil Temperature

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3.1.21.12 Manufacturers warnings: Audio and/or lights shall be required on engine oil pressure, engine coolant temperature, and electrical system.

3.1.21.13 Seat shall be heated leather/fabric, with high wide back air-suspension seat with armrest.

3.1.22 Grader Equipment and Accessories

3.1.22.1 Vandalism protection kit shall include locking caps for all exposed filler caps.

3.1.22.2 Tool box shall be weather resistant, lockable.

3.1.22.3 Shall have articulation position indicator.

3.1.22.4 Shall have hour meter at dash board location (engine oil pressure activated).

3.1.22.5 Shall have air cleaner rain cap.

3.1.22.6 Shall have dash mounted air filter service indicator.

3.1.22.7 Shall have engine block heater; thermostat controlled.

3.1.22.8 Shall have deflector type exhaust stack.

3.1.22.9 Shall provide muffler.

3.1.22.10 Shall have fuel gauge dial type dash mounted.

3.1.22.11 Shall have AM/FM radio with wireless connectivity installed complete with antenna mounted in such a manner as to prevent being damaged by tree limbs, etc.

3.1.22.12 Shall have a manufacturer installed pressurized cab air conditioning system.

3.1.22.13 Shall include an amber LED high strobe beacon.

3.1.22.14 Shall have a rear view back up camera factory installed.

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3.1.22.15 Shall be equipped with a minimum of 5 -tie downs for transporting.

3.1.23 Paint

3.1.23.1 The motor grader and attachments shall be painted manufacturers standard color.

3.1.24 Safety

3.1.24.1 All exposed parts subject to high operating temperature or energized electrically shall be located, insulated, enclosed, or guarded so as to prevent hazards to operating personnel.

3.1.24.2 All moving parts which are of such nature or so located as to be a hazard to operating personnel shall be enclosed or guarded.

3.1.24.3 Protective devices shall not impair operating functions.

3.1.24.4 Handles and non-skid steps shall be of size, shape, and location to permit safe mounting and dismounting.

3.2 Hydraulically Controlled Reversible Front Mounted Snowplow

3.2.1 General

3.2.1.1 The hydraulically controlled reversible front mounted snow plows shall be designed to fit and be fully compatible with the proposed motor graders. The plow shall be designed for use in snow and light earthmoving, and blade must accept machine down pressure.

3.2.1.2 Blades shall be complete with all necessary cab controls and mounting hardware.

3.2.2 Specifications for Plow

3.2.2.1 Manufacturer's standard warranty shall be provided.

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3.2.2.2 Moldboard length shall be straight 12-feet minimum.

3.2.2.3 Moldboard height: 36-inches minimum.

3.2.2.4 Moldboard shall have a minimum of two heavy duty enclosed trip spring assemblies.

3.2.3 Reversing Cylinders

3.2.3.1 Plow shall consist of two (2) double acting hydraulic cylinders.

3.2.3.2 These cylinders shall be capable of reversing the plow from 30° right and 30° left minimum.

3.2.3.3 Cylinder mounting pins shall be minimum of one (1) inch diameter.

3.2.4 Cushion Valves

3.2.4.1 A cushion valve shall be included in the hydraulic reversing system as a safety factor to help protect the cylinder.

3.2.5 Cutting Edge

3.2.5.1 Cutting edge shall be 5/8 x 8 inches x 120 inches minimum and shall be compatible with the plow.

3.2.6 Wear Shoes

3.2.6.1 Wear shoes must number at least two (2).

3.2.7 Vertical Ribs

3.2.7.1 Must have a minimum of five (5) vertical ribs.

3.2.8 Hitch

3.2.8.1 Must have front mounted, Stainless Steel quick coupler, coupling system.

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3.3 Miscellaneous:

3.3.1 Vendor Responsibility

3.3.1.1 The vendor shall be responsible to furnish a Motor Grader Articulated All Wheel Drive w/Reversible Front Mounted Trip/Plow that is properly engineered and that conforms to all and any laws governing such equipment.

3.3.1.2 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

3.3.1.3 All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

3.3.1.4 All standard safety features required by Federal and State Law, shall be included.

3.3.1.5 Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery.

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

3.3.2 Representative Unit for Test:

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

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insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.3.3 Operating and Service Manuals and Parts Lists:

3.3.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.3.4 Training:

3.3.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble-shooting with each purchase order against this open end contract.

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

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

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

3.3.5 Preventative Maintenance & Operator Procedures:

3.3.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

3.3.6 Warranty and Service Policy:

3.3.6.1 The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by inserting the Year, Make, Model and inserting the quoted unit price. Vendor should take Estimated Quantity and multiply by unit price to get grand total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the

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(Class 405) Motor Grader Articulated All Wheel Drive w/ Reversible Front Mounted
Trip/Plow John Deere 672 AWD or Equal

approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: A completed pilot model for inspection must be provided within **120** working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within **180** working days after orders are received. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

6.4 Conditions of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator. All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

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8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Matthew Conner
Telephone Number: (304) 759-6400
Fax Number: (304) 759-6404
Email Address: MatthewConner@BoydCat.com

EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE OIL WEIGHT	_____
AIR INNER	_____	_____	TRANSMISSION FLUID TYPE	_____
AIR OUTER	_____	_____	POWER STEERING FLUID TYPE	_____
FUEL PRIMARY	_____	_____	HYDRAULIC OIL WEIGHT	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS OIL WEIGHT	_____
COOLANT	_____	_____	BRAKE FLUID TYPE	_____
HYDRAULIC	_____	_____	COOLANT TYPE	_____
OTHER	_____	_____	OTHER	_____
OTHER	_____	_____	OTHER	_____
OTHER	_____	_____	OTHER	_____
OTHER	_____	_____	OTHER	_____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Boyd Company

Authorized Signature: [Signature] Date: 6/22/22

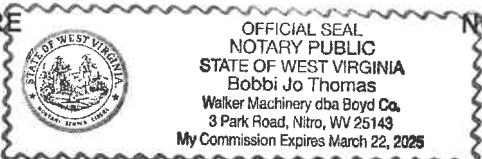
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of June, 2022

My Commission expires 3-22, 2025

AFFIX SEAL HERE



NOTARY PUBLIC Bobbi Jo Thomas