

2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder: 1745879

Solicitation Description: Compact Track Loader

Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-08-13 13:30	SR 0603 ESR08132500000000971	1

VENDOR

000000218337 BOYD COMPANY

Solicitation Number: CRFQ 0603 ADJ2600000003

Total Bid: 110666.9299999999930150806903 **Response Date:** 2025-08-13 **Response Time:** 13:14:57

Comments: NEW CAT 275 CTL

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

 Vendor

 Signature X
 FEIN#

DATE

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

Date Printed: Aug 14, 2025 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	T86 T4 Bobcat Compact Track Loader or	1.00000	EA	110666.930000	110666.93
	Equal				

Comm Code	Manufacturer	Specification	Model #	
22100000				

Commodity Line Comments:

Extended Description:

T86 T4 Bobcat Compact Track Loader or Equal.

Date Printed: Aug 14, 2025 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



Signature X

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

The same of the sa					
Proc Folder:	1745879				Reason for Modification:
	Compact Track Loader				Reason for Mounication.
2002000	Compact Track Loader				
Proc Type:	Central Purchase Order				
Date Issued	Solicitation Closes	Solicitation No			Version
2025-07-31	2025-08-13 13:30	CRFQ 0603	ADJ2600000003		1
BID RECEIVING LO	OCATION				
BID CLERK					
	ADMINISTRATION				
PURCHASING DIV					
2019 WASHINGTO	N ST E				
CHARLESTON	WV 25305				
US					
VENDOR					
Vendor Customer	Code:				
Vendor Name :					
Address :					
Street :					
City:					
State :		Country:		Zip :	
Principal Contact	:				
Vendor Contact P	hone:	E	Extension:		
FOR INFORMATIO David H Pauline 304-558-0067 david.h.pauline@w	V.gov				
Vendor					

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

 Date Printed:
 Jul 31, 2025
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

DATE

FEIN#

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract to provide a Compact Track Loader per the attached documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	T86 T4 Bobcat Compact Track Loader or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
22100000				

Extended Description:

T86 T4 Bobcat Compact Track Loader or Equal.

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2025-08-05

 Date Printed:
 Jul 31, 2025
 Page: 2
 FORM ID: WV-PRC-CRFQ-002 2020/05

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. PRE-BID MEETING: The item identified below shall apply to this Solicitation.[] A pre-bid meeting will not be held prior to bid opening[] A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. 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.

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.

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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to: 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email:

- 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 or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 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 *wv*OASIS (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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.
- 12. **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.
- 13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 14. **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 to facilitate found form help the request can be www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, 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.

- 16. **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 § 148-1-4.7.
- 17. 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.
- 18. **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."
- 19. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3."

- 20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.
- 21. **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 wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.
- 22. 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.

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 The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
[] Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
[] Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

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.
[] Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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.
[] Construction: This Contract is for construction activity more fully defined in the specifications.
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:
[] 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 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:occurrence.	per
[] Automobile Liability Insurance in at least an amount of:	_per occurrence.
[] Professional/Malpractice/Errors and Omission Insurance in at least an among per occurrence. Notwithstanding the forgoing, Vendor's at list the State as an additional insured for this type of policy.	ount of: re not required to
[] 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 Co	ntract.
[] Pollution Insurance in an amount of: per occurrence.	
[] Aircraft Liability in an amount of: per occurrence.	
[]	
[]	

- **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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- **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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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.

(Printed Name and Title)
(Address)
(Phone Number) / (Fax Number)
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through <i>wv</i> OASIS, 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 I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.
(Company) (Signature of Authorized Representative)
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number)

(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Environmental Protection Division at Camp Dawson in Kingwood, WV, to establish a contract for the one time purchase Compact Track Loader.

NOTICE TO OFFEROR(S)/SUPPLIER(S): THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION, EITHER BEFORE OR AFTER THE CLOSING DATE. IN THE EVENT THE GOVERNMENT CANCELS THIS SOLICITATION, THE GOVERNMENT HAS NO OBLIGATION TO REIMBURSE AN OFFEROR FOR ANY COSTS.

- **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"** means Compact track loader, as more fully described by these specifications.
 - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - **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.

3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1 T86 T4 Bobcat Compact Track Loader, or EQUAL, equipped and/or fitted with current standard manufacturer's equipment and features.
 - **3.1.1.1** Vendor must provide a quantity of one (1) new Model T86 Bobcat Compact Track Loader, or equal. Track Loader must be equipped and/or fitted with current standard manufacturer's equipment and features. If bidding an alternate compact Track Loader, Vendor must clearly identify alternate track loader and provide manufacturer's specifications, manufacturer's literature and/or any other relevant verifiable

REQUEST FOR QUOTATION CRFQ ADJ26*03

Bobcat Compact Track Loader or Equal

documentation that demonstrates the alternate excavator meets the desired mandatory specifications.

The unit is also to be equipped and/or fitted with:

3.1.1.2 105.00	НР Т	ier 4 V2 Bobcat engine Auxiliary Hydraulics:
Variab	le Flow	or equal.
3.1.1.3 Two-S	peed Tr	avel
3.1.1.4 Rear C	amera	
3.1.1.5 Back-u	ıp Alarn	1
3.1.1.6 Bob-Ta	ach, or e	equal
3.1.1.7 Bobcat	t Interlo	ck Control System (BICS), or equal
3.1.1.8 Contro	ls: Sele	ctable Joysticks (SJC)
3.1.1.9 Cylind	ler Cush	ioning – lift, Tilt
3.1.1.10	Engine	e/Hydraulic Performance Derate Protection
3.1.1.11	Glow F	Plugs (Automatically Activated)
3.1.1.12	Instrun	nentation:
3.1.1.1	2.1	5" Display Panel,
3.1.1.1	2.2	Engine Temperature
3.1.1.1	2.3	Fuel Gauges
3.1.1.1	2.4	Hour meter,
3.1.1.1	2.5	RPM,
3.1.1.1	2.6	Warning Indicators and other vitals
3.1.1.13	Lift Ar	m Support
3.1.1.14		th: Vertical
3.1.1.15		Front & Rear LED
3.1.1.16	_	Object Protective
3.1.1.17	Operate	· ·
3.1.1.17.	-	Enclosed Cab with Heat and AC
3.1.1.17.		Includes: Adjustable Vinyl Suspension Seat, Top &
		Rear Windows, Parking Brake, Seat Bar & Seat
		Belt, Sound Reduction, Radio Ready, SAE-J1040 &
		ISO 3471
3.1.1.17.	.3	Falling Object Protective Structure (FOPS) meets
2,2,2,1,1	. -	SAE-J1043 & ISO 3449. Level 1; (Level II is

available through Bobcat Parts), or equal Parking Brake: Spring Applied, Pressure Released (SAPR)

3.1.1.18

3.1.1.19	Solid Mounted Carriage with 5 Rollers
3.1.1.20	Tracks: Rubber, 17.7" Wide
3.1.1.21	Telematics – Machine IQ – 2-years Basics
3.1.1.22	Warranty is 2 years, or 2000 hours whichever occurs first.

3.1.2 Contract Item #2 – Comfort Package

3.1.2.1 *Included:* Comfort Package Includes: Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 5" Display, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, or equal

3.1.3	Contract Items # 3	High Flow Hydraulics
3.1.4	Contract Item # 4	17.7" Multi-Bar Tracks
3.1.5	Contract Item # 5	7" Touch Display
3.1.6	Contract Item # 6	80" Severe Duty Bucket
3.1.7	Contract Item # 7	84" Angle Broom
3.1.8	Contract Item #8	86" Industrial Fork Grapple

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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 Page: Vendor** should complete the Pricing Page by entering the unit price for each of the desired items and extending the unit price by the quantity noted to obtain the line-item price. The total of the line items should be noted at the bottom of the bid schedule for the total bid price. Unit prices to be inclusive of all freight/delivery costs. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this contract.

WV Army National Guard Attn: Accounts Payable 1707 Coonskin Drive Charleston, WV 25311

6. DELIVERY AND RETURN:

- **6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within fourteen (14) business days working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at Camp Dawson Environmental, 1001 Army Road, Kingwood, WV 26537.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

	EXHIBIT A: PRICING PAGE	E - CRFQ ADJ	26*03		
	One (1) Compact Tra	ack Loader			
Contract Items	Description	QTY	Uni	t Price	Total
Contract Item 3.1.1	T86 T4 Bobcat Compact Track Loader or	1			
Contract Item 5.1.1.	Equal	1			
Contract Item 3.1.2.	Comfort Package or equivalent for the model bid	1			
Contract Item 3.1.3.	High Flow Hydraulics or equivalent for the model bid	1			
Contract Item 3.1.4.	17.7" Multi-bar tracks or equivalent for the model bid	1			
Contract Item 3.1.5.	7" Touch Display or equivalent for the model bid	1			
Contract Item 3.1.6.	80" Severe Duty Bucket or equivalent for the model bid	1			
Contract Item 3.1.7.	84" Angle Broom or equivalent for the model bid	1			
Contract Item 3.1.8.	86" Industrial Fork Grapple or equivalent for	1			
	the model bid				
	If not using the Bobcat, list the manufact	turer and mod	el number bel	ow	
	Manufacturer Bid:			-	
	Model No. Bid:			1	
	Unit prices to be inclusive of all freight/delivery	costs.		Grand Total	I
	Failure to use this form may result in disqualifi	cation.			
	Bidder / Vendor Information:				
	Name:				
	Phone:				
	E-mail Address:				
	Authorized Signature:		Date:		

	EXHIBIT A: PRICING PAGE One (1) Compact Tra	~	o^U3	
Contract Items	Description	QTY	Unit Price	Total
Contract Item 3.1.1.	T86 T4 Bobcat Compact Track Loader or Equal	1	91,973.85	
Contract Item 3.1.2.	Comfort Package or equivalent for the model bid	1	0	
Contract Item 3.1.3.	High Flow Hydraulics or equivalent for the model bid	1	1988.64	
Contract Item 3.1.4.	17.7" Multi-bar tracks or equivalent for the model bid	1	0	
Contract Item 3.1.5.	7" Touch Display or equivalent for the model bid	1	0	
Contract Item 3.1.6.	80" Severe Duty Bucket or equivalent for the model bid	1	2467	
Contract Item 3.1.7.	84" Angle Broom or equivalent for the model bid	1	8444.8	
Contract Item 3.1.8.	86" Industrial Fork Grapple or equivalent for the model bid	1	5792.64	
	If not using the Bobcat, list the manufactu	irer and model	number below	
	Manufacturer Bid:		<u> </u>	
	CATERPILLAR			
	OATEKI IZEAK			
	Model No. Bid:			
	275			
	Unit prices to be inclusive of all freight/delivery	costs.	Grand	l Total \$110,666.93
	E-land to the form of the line life.	- 4 •		Ψο/σσσ.55
	Failure to use this form may result in disqualific Bidder / Vendor Information:	ation.		
	Name: THOMAS DAVIS (TRAY)			
	Phone: 304-416-4120			
	E-mail Address: TRAYDAVIS@BQYDCAT.COM			
	Authorized Signature:		Date: 8/13/2025	·
), ~	0/13/2023	



Cat[®] 275

COMPACT TRACK LOADER

FEATURES:

The Cat® 275 Compact Track Loader (CTL), with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard equalizer (E-bar) undercarriage system provides superior traction, flotation, stability, and speed to work in a wide range of applications and underfoot conditions. The 275 features the following:

- Redesigned Operator Station delivers a larger operating environment, and combined with additional seat travel, the 275 provides more space for operators of any size. The optional one-piece, sealed, and pressurized cab offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- Available ventilated and heated high-back air ride seat with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- High-performance power train provides standard two-speed travel, combined with the optional Speed Sensitive Ride Control system for operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- Three levels of auxiliary hydraulic performance available Standard Flow, High Flow, and High Flow XPS. Standard flow for attachments that require a base level of auxiliary flow and horsepower, High Flow boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the High Flow XPS hydraulic system delivers high flow and high pressure, and is available for applications that demand maximum hydraulic work tool performance.
- High Horsepower, High Torque Engine with Electronically controlled Cat® C3.6TA (turbocharged, after-cooled) engine that meets U.S. EPA Tier 4 Final and EU Stage V emission standards while delivering maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.

- Standard equalizer bar (E-bar) undercarriage and standard two-speed travel. Harnessing Caterpillar's heritage and leadership with track-type tractors, the standard E-bar CTL undercarriage provides a hybrid undercarriage solution delivering the benefits of a rigid style undercarriage design when lifting heavy loads or when using heavy attachments (example: mulcher, dozer blade, grader blade), while also providing the benefits of an oscillating undercarriage design when encountering terrain or obstacles.
- Maximize machine capability and control with the Advanced Joysticks and Advanced Touchscreen Monitor. The 20.3 cm (8-inch) Advanced Touchscreen Monitor offers cutting-edge functionality and control that includes an integrated radio, Bluetooth® connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The Advanced Joysticks provide unmatched control of machine functions and adjustments within the monitor without operators having to remove their hands from the controls. This includes the on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep on/off, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single-button control of complex attachment functions.
- Available Rear Auxiliary ready option provides hydraulic valving and lines that deliver a method to power hydro-mechanical attachments that mount to the rear of the machine (such as a rear scarifier, winch, etc.).
- Ground-level access to all daily service and routine maintenance points help reduce machine downtime for greater productivity.
- Broad range of performance-matched Cat Attachments make the Cat Compact Track Loaders the most versatile machine on the job site.

Specifications

Engine

Engine Model	US EPA Tier	· 4 Final/		
g	EU Stage V, Cat C3.6TA			
		ed and after-cooled)		
Gross Power SAE J1995 (@ 2400 rpm)	82 kW	111 hp		
Net Power SAE 1349	82 kW	111 hp		
Net Power ISO 9249	81 kW	109 hp		
Peak Torque at 1,500 rpm SAE J1995	501 N⋅m	370 lbf-ft		
Displacement	3.6 L	221 in ³		
Stroke	98 mm	3.9 in		
Bore	120 mm	4.7 in		

- Advertised power is tested per the specified standard in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan at minimum speed, air intake system, exhaust system, and alternator.

Weights*

Operating Weight	5625 kg	12.401 lb

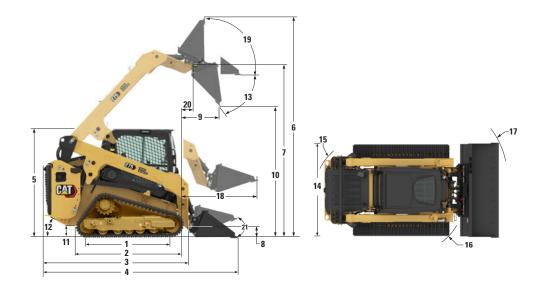
*Operating Weight, Operating Specifications, and Dimensions are all based on 75 kg (165 lb) operator, all fluids, two speed, 2036 mm (80 in) low profile bucket, 400 mm (15.7 in) tracks, dual flange front idler/single flange rear idler, standard flow hydraulics, open Rollover Protective Structure (ROPS) cab, mechanical suspension seat, standard monitor, 1000 CCA battery, no optional counterweights and manual quick coupler (unless otherwise noted).

Power Train

Travel Speed (Forward or Reverse)

One Speed	8.4 km/h	5.2 mph	
Two Speed	12.5 km/h	7.8 mph	
Cab			
ROPS	ISO 3471:20	08	_
Falling Object Protective Structure (FOPS)	ISO 3449:20	05 Level I	
	ISO 3449:20 (Optional)	05 Level II	
Service Refill Capacities			
Cooling System	17.5 L	4.6 gal	
Engine Crankcase	9.0 L	2.4 gal	
Fuel Tank	136.1 L	36.0 gal	
Hydraulic System	41.0 L	10.8 gal	
Hydraulic Tank	26 L	6.9 gal	
Diesel Exhaust Fluid (DFF) Tank	11.0 l	2.9 gal	





Dimensions*

1	Length of Track on Ground	1836 mm	72.3 in
2	Overall Length of Track	2341 mm	92.2 in
3	Length without Bucket	3250 mm	128.0 in
4	Length with Bucket on Ground	3880 mm	152.8 in
5	Height to Top of Cab	2230 mm	87.8 in
6	Maximum Overall Height	4193 mm	165.1 in
7	Bucket Pin Height at Maximum Lift	3415 mm	134.4 in
8	Bucket Pin Height at Carry Position	205 mm	8.1 in
9	Reach at Maximum Lift and Dump	814 mm	32.0 in
10	Clearance at Maximum Lift and Dump	2694 mm	106.1 in
11	Ground Clearance	280 mm	11.0 in

12 Departure Angle	29.5°		
13 Maximum Dump Angle	44.7	44.7°	
14 Vehicle Width (400 mm/15.7in tracks)	1926 mm	75.8 in	
Vehicle Width (450 mm/17.7 in tracks)	1976 mm	77.8 in	
15 Turning Radius from Center – Machine Rear	1931 mm	76.0 in	
16 Turning Radius from Center – Coupler	1531 mm	60.3 in	
17 Turning Radius from Center – Bucket (racked)	2320 mm	91.3 in	
18 Maximum Reach with Arms Parallel to Ground	1171 mm	46.1 in	
19 Rack Back Angle at Maximum Height	86.7°		
20 Bucket Pin Reach at Maximum Lift	415 mm	16.3 in	
21 Bucket rollback angle (ground level)	27.3	3°	

Hydraulic System

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Operating Specifications*

<u>- - - - - - - - - - </u>		
Open Canopy:		
Operating Weight	5625 kg	12,401 lb
Tipping Load	5386 kg	11,874 lb
Rated Operating Capacity (35%)	1885 kg	4,156 lb
Rated Operating Capacity (50%)	2693 kg	5,937 lb
Ground Contact Area (400 mm/15.7 in tracks)	1.61 m ²	2,496 in ²
Ground Contact Area (450 mm/17.7 in tracks)	1.81 m ²	2,808 in ²
Ground Pressure (400 mm/15.7 in tracks)	35.1 kPa	5.1 psi
Ground Pressure (450 mm/17.7 in tracks)	31.3 kPa	4.5 psi

Operating Specifications* (continued)

Operating Weight +99 kg +218 lb Tipping Load +136 kg +300 lb Rated Operating Capacity (35%) +48 kg +105 lb Counterweight Adds: Operating Weight +194 kg +428 lb Tip Load +361 kg +796 lb Rated Operating Capacity (35%) +126 kg +279 lb Wide Tracks (17.7 in/450 mm) Set Adds: Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Lift Cylinder	Enclosed Cab Adds:		
Rated Operating Capacity (35%) +48 kg +105 lb Counterweight Adds: Operating Weight +194 kg +428 lb Tip Load +361 kg +796 lb Rated Operating Capacity (35%) +126 kg +279 lb Wide Tracks (17.7 in/450 mm) Set Adds: Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Operating Weight	+99 kg	+218 lb
Counterweight Adds:	Tipping Load	+136 kg	+300 lb
Operating Weight +194 kg +428 lb Tip Load +361 kg +796 lb Rated Operating Capacity (35%) +126 kg +279 lb Wide Tracks (17.7 in/450 mm) Set Adds: Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Rated Operating Capacity (35%)	+48 kg	+105 lb
Tip Load	Counterweight Adds:		
Rated Operating Capacity (35%) +126 kg +279 lb Wide Tracks (17.7 in/450 mm) Set Adds: Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Operating Weight	+194 kg	+428 lb
Wide Tracks (17.7 in/450 mm) Set Adds: Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Tip Load	+361 kg	+796 lb
Operating Weight +22 kg +49 lb Tip Load +19 kg +42 lb Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: 0perating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: 0perating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: 0perating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Rated Operating Capacity (35%)	+126 kg	+279 lb
Tip Load	Wide Tracks (17.7 in/450 mm) Set Adds:		
Rated Operating Capacity (35%) +7 kg +15 lb Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Operating Weight	+22 kg	+49 lb
Heavy-Duty Rear Door Guard Adds: Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Tip Load	+19 kg	+42 lb
Operating Weight +75 kg +165 lb Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Rated Operating Capacity (35%)	+7 kg	+15 lb
Tip Load +172 kg +379 lb Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds: Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Heavy-Duty Rear Door Guard Adds:		
Rated Operating Capacity (35%) +60 kg +133 lb Heavy-Duty Rear Bumper Adds:	Operating Weight	+75 kg	+165 lb
Heavy-Duty Rear Bumper Adds: 0perating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: 0perating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Tip Load	+172 kg	+379 lb
Operating Weight +79 kg +174 lb Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Rated Operating Capacity (35%)	+60 kg	+133 lb
Tip Load +171 kg +377 lb Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Heavy-Duty Rear Bumper Adds:		
Rated Operating Capacity (35%) +60 kg +132 lb FOPS LEVEL 2 Plate Adds: Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Operating Weight	+79 kg	+174 lb
FOPS LEVEL 2 Plate Adds: Operating Weight	Tip Load	+171 kg	+377 lb
Operating Weight +73 kg +161 lb Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb		+60 kg	+132 lb
Tip Load +113 kg +249 lb Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	FOPS LEVEL 2 Plate Adds:		
Breakout Force, Tilt Cylinder 4519 kg 9,963 lb	Operating Weight	+73 kg	+161 lb
	•	+113 kg	+249 lb
Breakout Force, Lift Cylinder 2913 kg 6,422 lb		•	-
	Breakout Force, Lift Cylinder	2913 kg	6,422 lb

275 Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit https://www.caterpillar.com/en/company/sustainability.

Engine

- The Cat® C3.6TA (turbocharged and after-cooled) engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat engines are compatible with diesel fuel blended with the following lower-carbon intensity fuels** up to:
 - √ 100% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

- *For use of blends higher than 20% biodiesel, consult your Cat dealer.
- **Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.

Air Conditioning System

 The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430).
 The system contains 0.85 kg of refrigerant which has a CO₂ equivalent of 1.216 metric tonnes.

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
- Barium < 0.01%
- Cadmium < 0.01%
- − Chromium < 0.01%
- Lead < 0.01%

Sound Performance

Operator Sound Pressure Level* 82 dB(A) (ISO 6396:2008) Exterior Sound Power Level** 105 dB(A) (ISO 6395:2008)

- Cab and ROPS are standard in North America and Europe.
 *The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.
- **The labeled sound power level for the CE/UKCA marked configurations when measured according to the test procedure and conditions specified in European Union Directive "2000/14/EC" as amended by "2005/88/EC" and UK Noise Regulation 2001 No. 1701.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDOTM Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
- Extended life coolant and long life hydraulic fluid extend maintenance intervals to reduce fluid consumption
- Boost productivity with Cat technologies like work tool positioner, return to dig and Cat Smart Attachments
- Save fuel with efficiency features such as foot throttle pedal and cooling system demand fan
- Remote machine monitoring through onboard Product Link telematics

Recycling

 The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	60.78%
Rubber	18.53%
Iron	9.53%
Nonferrous Metal	2.72%
Fluid	1.64%
Plastic	1.56%
Other	1.51%
Uncategorized	1.20%
Mixed Metal	1.07%
Mixed-Metal and Nonmetal	0.99%
Lead (Batteries)	0.47%
Mixed Nonmetallic	0.00%
Total	100.00%

 A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following values in the table may vary.

Recyclability - 96%

The data provided above was based on the product configuration as provided by the individual product group.

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

Augers

Backhoes

Bale Grabs

Bale Spears

Blades, Grader, Box, Angle and Dozer

Brooms, Angle, Pickup and Utility

Brushcutters

Buckets

Cold Planers

Compactors

Fork Tines and Carriages

Hammers

Material Handling Arm

Mulchers

Nursery Forks

Rakes, Grapple, Landscape

and Power Box

Shears

Snow Blowers

Snow Plows

Snow Pushes

Snow Wings

Stump Grinders

Tillers

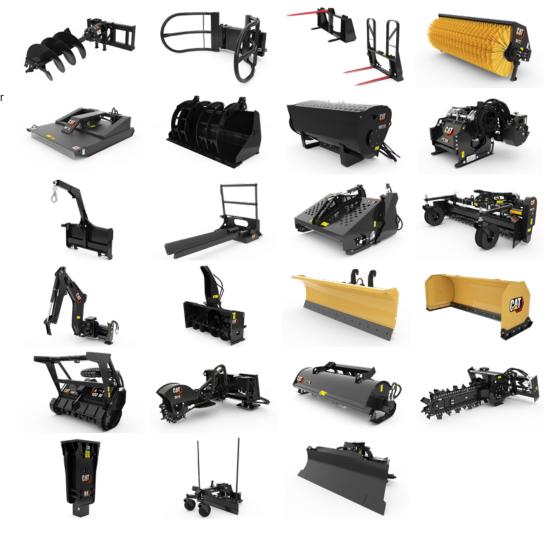
Trenchers

Wheel Saws

Smart Backhoe

Smart Dozer Blade with Assist

Smart Grader Blade with Assist



MANDATORY EQUIPMENT

- Quick Coupler: Manual or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder
- Steel Imbed Rubber Track 400 mm (15.7 in) block tread,
 450 mm (17.7 in) block tread, 450 mm (17.7 in) bar tread
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package HP1: Standard Flow Hydraulics
- Performance Package HP3: High Flow XPS Hydraulics
- Performance Package HP4: High Flow XPS Hydraulics, Rear Auxiliary Ready

COMFORT PACKAGES

- Open canopy: Cup Holder, Cell Phone Pocket, choice of vinyl Seat (Mechanical Suspension, or High Back/Heated/Air Ride Seat)
- Enclosed Cab with heat and air conditioning: Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, or High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)

TECHNOLOGY PACKAGES

- T2 Standard Monitor, Standard Joysticks, traditional Key Start switch, and Rear-view camera.
- T4 Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.
- T5 T4 + 2 additional side view cameras.

RADIO

- Radio, none for open canopy machines and countries not certified for Bluetooth® technology
- Integrated AM/FM radio with Bluetooth technology.

 Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone.

 Only for use with enclosed cab. Availability varies by country.
- Integrated DAB+/AM/FM radio with Bluetooth technology.

 Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone.

 Only for use with enclosed cab. Availability varies by country.

PRODUCT LINK™

- Product Link™ Basic series PL243
- Product Link Elite series PLE643

COOLING FAN

- On-demand, variable speed hydraulic cooling fan
- On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation

GUARDING AND SEALING PACKAGES

- HD0 base guarding and sealing (engine air inlet rain cap, front cabto-frame sealing, and hydraulic fill access door)
- HD1- intermediate guarding and sealing† (HD0 + cab-to-frame side sealing, lockable fuel fill access door, and tilt cylinder guarding)
- HD2 most comprehensive guarding and sealing† (HD1 + turbo guard, exhaust stack wrap, DPF wrap, quick disconnect guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner.)

†Some equipment varies by region.

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 100 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting

OPERATOR ENVIRONMENT

- Full color LCD monitor: Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (× 32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/Units/Brightness settings, and Smart Technology for use with Smart Attachments.
- Operator Warning System Indicators: Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)
- Gauges: Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle

HYDRAULICS

- Selectable control pattern ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever and case drain
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C3.6TA turbocharged, after-cooled diesel engine, meeting Tier 4 Final and Stage V Emission Standards:
 - · Glow plugs starting aid
 - · Liquid cooled, direct injection
- Extended life antifreeze (-37° C, -34° F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S·O·SSM) Valve, Hydraulic Oil
- Ecology drain coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil
- Cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- E-bar (equalizer bar) suspension
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
- Steel engine door with replaceable louvers
- Engine door lockable
- Work tool attachment coupler
- Cat ToughGuardTM hose

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom

- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating (FOPS, Level II)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8470-01 (09-2024) Replaces AEHQ8470 Build Number: 05A (N Am, EU, Chile, Turkey, Colombia, S Korea)





8/13/2025

ADJUTANT GENERAL STATE OF WV 1703 COONSKIN DR. CHARLESTON, WV 25311 USA

SSL 80 IND BKT - Caterpillar	EQ00219329	
BUCKET-IND, 80", BOC	6435220	
BUCKET-IND, 80", BOC	5327744	
275 COMPACT TRACK LOADER	275	
275 05A COMPACT TRACK LOADER	5860279	
LANE 3 ORDER	0P9003	
CAB PACKAGE, PRO PLUS	6615395	
GUARDING / SEALING PKG, (HD0)	5860240	
IDLER WHEELS, TRIPLE FLANGE	6429076	
TRACK,RUBBER,450MM(17.7IN)BAR	5946234	
HYDRAULICS, PERFORMANCE (HP1)	5859577	
RIDE CONTROL, NONE	5926357	
STARTING PACKAGE, STANDARD	6515069	
FUEL, MANUAL PRIMING	6154629	
WORKLIGHTS, LED, FRONT/REAR	5792310	
REAR LIGHTS	5792312	
COMFORT PKG, ENCLOSED CAB, HVAC	6572196	
AIR CONDITIONING, R134A REF	6611439	
SEAT,AIR SUSPENSION,CLOTH,HEAT	5859587	
DOOR, CAB, POLYCARBONATE	5937244	
INTEGRATED RADIO	6518586	
SEAT BELT, 2"	6131924	
PACKAGE, TECHNOLOGY (T4)	6075801	
FAN, COOLING, DEMAND	5859955	
PRODUCT LINK, CELLULAR PL243	5792323	
COUPLER, HYD, SELF LVL,RTD,WTP	5859939	
CERTIFICATION ARR, P65	6507134	
INSTRUCTIONS, ANSI, USA	5860247	
SERIALIZED TECHNICAL MEDIA KIT	4218926	
HOSE GUIDE, ATTACHMENT	6405405	
SHIPPING/STORAGE PROTECTION	6431300	
PACK, DOMESTIC TRUCK	0P0210	

OTHER COMPONENTS:

Components	Part Number
BROOM, BA121, MAN.ANGLE, P/W ()	565-4841
SEA, HIGH FLOW, CTL-SSL ()	643-4940
RAKE-IND, GRAB-STRAIGHT, 84" ()	627-6671

Grand Total Sell
Less: Trade-in Allowance
\$0.00

Taxable Amount	\$110,666.93
N/A 0.00 Sales Tax	\$0.00
Amount Owed on Trade-in	<u>\$0.00</u>
Total Sales Price	\$110,666.93

WARRANTY COVERAGE:

Standard Warranty will include 2yr 2000hr Full Machine coverage

Accepted By ______ Date _____

Signature _____

Quote valid for 30 Days – Subject to Prior Sale