



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

State of West Virginia
 Request for Quotation

Proc Folder: 27906

Doc Description: WAIN ROY PARTS OR EQUAL

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-16	2015-01-14 13:30:00	CRFQ 0803 DOT1500000029	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

*Leslie Equipment Co.
 19 Goff Crossing Dr.
 Cross Lanes WV 25313
 (304) 204 1818*

**LESLIE EQUIPMENT CO.
 19 GOFF CROSSING DRIVE
 CROSS LANES, WV 25313**

01/21/15 13:20:32
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X *Evo Budney*

FEIN # 55 0493180

DATE 1/12/15

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

DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	COUPLER-1022366 1/4 XLS CPL OR EQUAL	10.00000	EA	\$2,615.00	\$26,150.00

Comm Code	Manufacturer	Specification	Model #
32101517	Wain-Roy	1/4 XLS Swing Coupler CAT416E	1022366

Extended Description :
 COUPLER -1022366 1/4 XLS OR EQUAL

DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	HYDRAULIC KIT FOR CATERPILLAR 416E	10.00000	EA	\$2,843.00	\$28,430.00

Comm Code	Manufacturer	Specification	Model #
5121504	Wain-Roy	Hydraulic Kits	HK

Extended Description :
 HYDRAULIC KIT FOR CATERPILLAR 416E BACKHOE & WAIN ROY SWINGER WAIN ROY OR EQUAL

DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 33 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	36" GRADING BUCKET -	10.00000	EA	\$1,046.29	\$10,462.90

Comm Code	Manufacturer	Specfication	Model #
24101713	Wain-Roy	36" OC XLS DG w/BOE Bucket	4622936

Extended Description :

36" GRADING BUCKET 4622936 36QC XLS DG WITH/BACKHOE BRACKET WAIN ROY OR EQUAL

DOT1500000029	Document Phase Final	Document Description WAIN ROY PARTS OR EQUAL	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
John Deere Industrial Equipment Parts

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways to establish an open-end contract for John Deere Industrial Equipment Parts.

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 **“Assembly”** means the fitting together of manufactured parts into a complete unit of a machine.
 - 2.2 **“Catalog”** means the price list or sales catalog that includes Contract Item or Contract Items that the Vendor can and will sell under this Contract.
 - 2.3 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.4 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
 - 2.5 **“Discounted Unit Price”** means the Unit Price reduced by the Discount Percentage.
 - 2.6 **“OEM”** or **“Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.
 - 2.7 **“Or Equal”** means *after* the sale by the “OEM”.
 - 2.8 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.9 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.10 **“Total Bid Cost”** means the sum of the bid total column.
 - 2.11 **“Unit Price”** means the lowest price listed for a Contract Item in Vendors Catalog.

REQUEST FOR QUOTATION
John Deere Industrial Equipment Parts

3. GENERAL REQUIREMENTS:

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

3.1.1 John Deere Industrial Equipment Parts

- 3.1.1.1** John Deere Industrial Equipment Parts must be OEM Parts or Equal.
- 3.1.1.2** John Deere Industrial Equipment includes 1-1/2 CY End Loaders, 544E, 544EH, 544G Graders, and JD672A, JD772A, JD672B (27k and over) Graders.
- 3.1.1.3** If bidding an “or Equal” parts line with non OEM part numbers, Vendor must provide written certification from the Manufacturer with bid submission, that product line is completely compatible and interchangeable with OEM product line.
- 3.1.1.4** If bidding an “or Equal” parts line with non OEM part numbers, Vendor must provide a complete written cross reference of their product line as they coincide with OEM product line.
- 3.1.1.5** This contract shall exclude the purchase of any Assembly that may be listed within the manufacturer’s catalog.
- 3.1.1.6** Vendor shall furnish any consulting services which might be needed in the proper installation of these parts at no extra charge to the agency.
- 3.1.1.7** Concurrently with each shipment, Vendor shall forward a proper and current material safety data sheet (“MSDS”) to the West Virginia Division of Highways, Equipment Division, PO Box 610, Buckhannon, West Virginia 26201. Vendor shall also furnish the State of West

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Virginia and/or any of its other Agencies with additional
“MSDS” as requested.

- 3.2 Catalog Submission:** Vendor must submit its Catalog prior to award of this contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor’s Catalog will be used by Agencies to order Contract Items under this Contract.

Vendor should identify all items listed on the Pricing Section by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the Unit Price listed in the Catalog, the Unit Price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 3.3 Catalog Modification:** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Contract Items being removed, Discounted Unit Price for those items, Agencies quantity usage of those items, and total spent by the Agencies on those items; (2) any Contract Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Contract Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirements if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract.

In the event of a multiple award, Vendors who are first priority ordering, shall not include items being sold by a lower order priority Vendor in their catalog.

4. CONTRACT AWARD, PRICING PAGES, DISCOUNT PERCENTAGE:

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

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John Deere Industrial Equipment Parts

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by inserting the Discount Percentage, then inserting the Unit Price from Vendor's current catalog for each of the items listed. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

- 4.3 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Contract Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Unit Price for each Contract Item.

The Discount Percentage and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor

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shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 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.

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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.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Eric Brookes
Telephone Number: 304 204 1818
Fax Number: (304) 204 1811
Email Address: Brookeseric@Lecl.com



August 9, 2013

To whom it may concern,

Leslie Equipment Co, 19 Goff Crossing Drive, Cross Lanes, WV 25313 is a branch

Location for Leslie Equipment Co. 6248 Webster Road, Cowen, WV 26206, Corporate headquarters.

Best Regards,

Terry Casteel

Leslie Equipment Co.

Corporate A/P Manager

6248 Webster Road

P O Box 629

Cowen, WV 26206

304-226-3299

P.O. Box 629
Cowen, WV 26206
(304) 226-3299
(304) 226-3067 Fax

P.O. Box 1220
Beaver, WV 25813
(304) 255-1525
(304) 252-9806 Fax

P.O. Box 1547
Elkins, WV 26241
(304) 636-6421
(304) 636-3516 Fax

19 Goff Crossing Dr.
Cross Lanes, WV 25313
(304) 204-1818
(304) 204-1811 Fax

8331 Meade Springer Rd.
Ashland, KY 41102
(606) 928-3477
(606) 928-6845 Fax

P.O. Box 3540
Pikeville, KY 41502
(606) 432-0321
(606) 432-5918 Fax

105 Tennis Center Dr.
Marietta, OH 45750
(740) 373-5255
(740) 373-5570 Fax

284 Van Kirk Drive
Fairmont, WV 26554
(304) 534-5454
(304) 534-5888 Fax



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