



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 336634

Doc Description: Wildlife Resources-Open-End Contract for UTV's and ATV's

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-24	2017-06-06 13:30:00	CRFQ 0310 DNR1700000059	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:

*DOMM CYCLES
 616 LEON SULLIVAN WAY
 CHARLESTON W.V. 25301*

*(304) 342-5148
 (304) 344-0115 FAX
 (JUSTIN)*

06/06/17 12:37:20
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X *T. Ingraham VP*

FEIN # *55-0658955*

DATE *6/6/17*

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish an open-end contract for utility terrain vehicles and all terrain vehicles per the bid requirements, specifications, terms, and conditions attached to this solicitation.

The award may be split if it is in the best interest of the West Virginia Division of Natural Resource.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Utility Task Vehicle (UTV)	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101905			

Extended Description :
Utility Task Vehicle (UTV)

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All-terrain vehicle (ATV)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101905			

Extended Description :
All-terrain vehicle (ATV)

DNR1700000059	Document Phase Draft	Document Description Wildlife Resources-Open-End Contract for UTV's and ATV's	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 30, 2017 at 9:00 AM EST

Submit Questions to: Brittany Ingraham
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ N/A _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 6, 2017 at 1:30 PM EST

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ thirty-six (36) _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

NONE

for _____.

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.

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.

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

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

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

22. COMPLIANCE: 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.

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

32. 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.

33. 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. 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.

34. 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.

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

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

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

40. 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.

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

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

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

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

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

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

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

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

44. 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.

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.

JUSTIN BEASLEY F&I (Dohm Cycles)

(Name, Title)

JUSTIN BEASLEY F&I

(Printed Name and Title)

616 LEON SULLIVAN WAY CHARLESTON W.V. 25301

(Address)

(304) 342-5148 / (304) 344-0115 FAX

(Phone Number) / (Fax Number)

SALES@DOHMCYCLES.COM

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dohm Cycles

(Company)

Justin Beasley F&I

(Authorized Signature) (Representative Name, Title)

JUSTIN BEASLEY F&I

(Printed Name and Title of Authorized Representative)

6/6/17

(Date)

(304) 342-5148 / (304) 344-0115 FAX

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish an open-end contract for utility terrain vehicles and all terrain vehicles. The award may be split if it is in the best interest of the West Virginia Division of Natural Resource.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“cc”** means cubic centiliter.
 - 2.5 **“OVH”** means overhead valve engine.
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 **2016 or current year model: Utility Task Vehicle, Honda Pioneer 700 or equal. *Must meet the following specifications:***
 - 3.1.1.1 Must have a minimum 675cc liquid-cooled OHV four-stroke gasoline engine
 - 3.1.1.2 Must have an engine with fuel injection
 - 3.1.1.3 Must have four-wheel drive with differential lock

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

3.1.1.4 Must have front and rear hydraulic disc brakes

3.1.1.5 Bed capacity must be a minimum 1,000 lbs. with dumping capabilities

3.1.1.6 Gas tank must be a minimum of 7-gallons

3.1.1.7 Must have all terrain tires with the following minimum dimensions:

3.1.1.7.1 Front Dimensions: 25 x 8-12

3.1.1.7.2 Rear Dimensions: 25 x 10-12

3.1.1.8 Ground clearance must be a minimum of 10 in

3.1.1.9 Must have a roof and windshield installed

3.1.1.10 Must have headlights installed

3.1.1.11 Must have a minimum 3,500-lb. winch installed

3.1.1.12 Must be fully assembled

3.1.1.13 Pre-Delivery: Prior to delivery each piece of equipment must be completely serviced in accordance with Manufacturers Dealer "make Ready" preparation in accordance with these specifications and the manufacturers recommendation. Owner's manual must be delivered with the equipment.

3.1.2 **2016 or current year model: All-terrain vehicle, Honda Four Trax Foreman or equal. *Must meet the following specifications:***

3.1.2.1 Must be four-wheel drive and have two-wheel drive and four-wheel drive select ability with limited slip front differential

3.1.2.2 Must have a minimum 470cc single cylinder and four-stroke engine

3.1.2.3 Must have fuel injected engine

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

3.1.2.4 Must have skid plates and bumper guard

3.1.2.5 Ground clearance must be a minimum 7.5 in

3.1.2.6 Must have twin fender-mounted headlights with a minimum thirty (30) watt lights and combination stop/tail light

3.1.2.7 Must have a 12-volt electrical outlet

3.1.2.8 Must have as an instrument display that includes the following:

3.1.2.8.1 Speedometer

3.1.2.8.2 Odometer

3.1.2.8.3 Trip odometer

3.1.2.8.4 Neutral

3.1.2.8.5 Reverse

3.1.2.8.6 Oil temperature indicator lights

3.1.2.9 Fuel tank must be a minimum of a 3.5-gallons

3.1.2.10 Must have all terrain tires with the following minimum dimensions:

3.1.2.10.1 Front Dimensions: 25 x 8-12

3.1.2.10.2 Rear Dimensions: 25 x 10-12

3.1.2.11 Color will be selected from manufactures standard colors. The agencies preferred color is green, olive, or black.

3.1.2.12 Must be fully assembled

3.1.2.13 Pre-Delivery: Prior to delivery each piece of equipment must be completely serviced in accordance with Manufacturers Dealer "make Ready" preparation in accordance with these specifications and the manufacturers recommendation. Owner's manual must be delivered with the equipment.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

4 CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages 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. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

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: Brittany.E.Ingraham@wv.gov or may download from the wvOASIS Vendor Self-Serve website.

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

- 4.1.1** Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS).

Vendors should download the Exhibit "A" Pricing Page that is attached separately to the CRFQ and published to the VSS. **Vendor must identify Brand, Model, and Year equipment being bid and include it with their submitted bid response.**

Any product brochures to support vendor's product should be submitted with vendor's bid response. These brochures and any supporting documentation may be required before award of contract.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

5 ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within forty-five (45) calendar days after receiving a purchase order.

Contract Items must be delivered to Agency at any of the following addresses:

Burnsville Wildlife Management Area

District 3 DNR Office
French Creek, WV (Upshur County)

Summersville Wildlife Management Area

District 3 DNR Office
French Creek, WV (Upshur County)

Panther Wildlife Management Area

District 4 DNR Office
Beckley, WV (Raleigh County)

Upper Mud Wildlife Management Area

District 5 DNR Office
Alum, Creek, WV (Kanawha County)

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

Sleepy Creel Wildlife Management Area

District 2 DNR Office
Romney, WV (Hampshire County)

East Lynn Wildlife Management Area

District 5 DNR Office
Alum, Creek, WV (Kanawha County)

- 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.
- 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.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

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.
- 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.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

- 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: JUSTIN BEASLEY
Telephone Number: (304) 342-5148
Fax Number: (304) 344-0115
Email Address: SALES@dohmcycles.com

Exhibit "A" Pricing Page
 West Virginia Division of Natural Resources-Wildlife Resources Section
 Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

Section	Description	Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
3.1.1	2016 or present year model: Utility Task Vehicle, Honda Pioneer 700 or equal	2017 HONDA 5X5700M2H PIONEER 2	Each	5	\$11,175.25	\$55,876.25
3.1.2	2016 or present year model: All-terrain vehicle, Honda Four Trax Foreman or equal	2017 HONDA TRX500FMIH FOREMAN	Each	1	\$6810. ²⁵	\$6810. ²⁵
TOTAL BID AMOUNT (INCLUDES SHIPPING CHARGES)						

If Bidding an or Equal Product, Vendor must identify Brand, Model, and Year equipment being bid at time of submitting Bid Response. Vendor should provide Product Brochure(s) indicating within the specifications that are equal. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only.

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Doym Cycles

Signed: [Signature]

Date: 6/6/2017

Title: F. J.

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

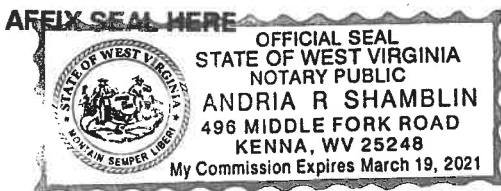
Vendor's Name: Dohn Cycles Inc.
Authorized Signature: T-D VP Date: 6-6-2017

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 6th day of June, 2017.

My Commission expires 3-19-2021, 20 .



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 08/01/2015)

Each

DOHM CYCLES

616 Leon Sullivan Way
Charleston, WV 25301-
(304)342-5148

Sales Deal Summary

Deal Number:	
Date:	6/6/2017
Delivery Date:	6/4/2016
Finalized Date:	
First Payment Due:	6/4/2016

Customer:

Major Units	Stock #	Year	Make	Model	Model Name	VIN
	H10987	2017	HONDA	SXS700M2H	700 2	1HFVE0228H4303401

Major Units

Fees & Insurance

Down Payment

Unit Price	\$10,000.00
Freight	\$0.00
Handling	\$0.00
Total Unit	\$10,000.00
Parts and Accessories	\$978.00
Installation	\$0.00
Total Parts and Install	\$978.00
Filing Fee	\$0.00
VIP	\$0.00
	\$0.00
	\$0.00
Total Dealer Defined	\$0.00

Vehicle Tax	\$0.00
Sales Tax	\$12.25
Doc Fees	\$175.00
License Fees	\$10.00
Total Fees	\$197.25
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
Total Insurance	\$0.00
VSI Insurance	\$0.00
Temp. Tag Fee	\$0.00
GAP	\$0.00
Total Dealer Defined	\$0.00

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
	\$0.00
Manuf to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

Financing

Total Price	\$11,175.25	Term	0
Less Down	\$0.00	APR	0.000%
Amount Financed	\$0.00	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$0.00	Monthly Payment	\$0.00

DOHM CYCLES

616 Leon Sullivan Way
 Charleston, WV 25301-
 (304)342-5148

Sales Deal Summary

Deal Number:
 Date: 6/6/2017
 Delivery Date: 6/4/2016
 Finalized Date:
 First Payment Due: 6/4/2016

Customer:

AMERICAN HONDA FINAN
 PO BOX 997503
 SACRAMENTO, CA 95899
 h:800-532-8126

Major Units	Stock #	Year	Make	Model	Model Name	VIN
	H10893	2017	HONDA	TRX500FM1H	FMAN SWING	1HFTE4408H4301318

Major Units

Fees & Insurance

Down Payment

Unit Price	\$6,613.00
Freight	\$0.00
Handling	\$0.00
Total Unit	\$6,613.00
Parts and Accessories	\$0.00
Installation	\$0.00
Total Parts and Install	\$0.00
Filing Fee	\$0.00
VIP	\$0.00
	\$0.00
	\$0.00
Total Dealer Defined	\$0.00

Vehicle Tax	\$0.00
Sales Tax	\$12.25
Doc Fees	\$175.00
License Fees	\$10.00
Total Fees	\$197.25
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
Total Insurance	\$0.00
VSI Insurance	\$0.00
Temp. Tag Fee	\$0.00
GAP	\$0.00
Total Dealer Defined	\$0.00

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
	\$0.00
Manuf to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

Financing

Total Price	\$6,810.25	Term	1
Less Down	\$0.00	APR	0.000%
Amount Financed	\$6,810.25	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$6,810.25	Monthly Payment	\$6,810.25



> 2017 REC/UTILITY ATVs

READY, WILLING AND ABLE.



A close-up photograph of the front of a Honda ATV. The image shows a black plastic grille with a honeycomb pattern and a black metal bumper. The background is slightly blurred, showing more of the vehicle's body and a red and white striped pattern.

> 2017 REC/UTILITY ATVs

DISCOVER HOW GOOD THE BEST CAN BE.

Life's full of choices. Some are easy, and some are more difficult. But just about everyone wants the freedom to make those choices for themselves. That's why Honda builds so many all-terrain vehicles—so you have the freedom to choose the ATV that's perfect for your unique needs. Vehicles built to work hard; vehicles for having fun when the workday's done. But one thing they all have in common: Honda's innovation, dedication to quality and legendary engineering. So go ahead, pick one, or two, or three. Because you can't go wrong when you choose a Honda.

FOR MORE INFO & SPECS > powersports.honda.com



> TECHNICAL INNOVATION

DIFFERENT HORSES FOR DIFFERENT COURSES.

When Honda designs an ATV, we can choose from a wide range of technologies and innovations. That gives us the ability to make a vehicle that's not just an assembly of parts, but one that's engineered for superior performance in its class.



CHOOSING YOUR SUSPENSION

Where to begin with so many great choices in our 2017 model lineup? Let's start with the rear suspension. On our 2017 ATVs, every model features independent front suspension, but there are two rear-suspension choices. It's not a matter of one being better, but one will probably suit your needs a little more than the other, depending on the terrain where you ride and how you use your ATV. Which one is right for you? Here's a little help.

INDEPENDENT REAR SUSPENSION

Some people think Independent Rear Suspension (IRS) is all about high-performance sport riding. Not at all: IRS is a good choice if you're a rider who spends long days in the saddle, especially in rocky or rough terrain. Because each wheel moves independently over uneven surfaces, you get a smoother ride. As an added bonus, since each tire remains in optimal contact with the trail, you also get superior traction at the rear wheels. If you plan to do a lot of exploring, hunting, fishing, or recreational riding in the mountains or really rugged country, you should look closely at our IRS models.

SWINGARM REAR SUSPENSION

Swingarm suspension units that feature a solid, one-piece or locked rear-axle design have been a proven mainstay of Honda ATVs for decades. And it's not old tech—they have some genuine advantages. If you plan to do much towing with your ATV, swingarm models are an excellent choice. Why? Since the hitch bolts directly to the axle housing, there's less body squat with a heavy trailer. The design is simple and durable. Swingarm models also minimize body roll when riding across sidehills, a characteristic many riders appreciate. Riders looking for hard-working ATVs often choose swingarm models.



INDEPENDENT FRONT SUSPENSION

Every Honda ATV in this brochure feature independent front suspension. You get pr smooth ride, and better handling, especia The suspension arms are well protected f



ELECTRONIC FUEL INJECTION

Every Honda Rancher®, Foreman® Rubicon and Rincon® uses electronic fuel injection. Why? It makes your ATV easier to start when cold, helps improve engine performance, and automatically compensates for temperature or—more important—altitude changes.

DON'T WASTE YOUR ENERGY

Pay attention to the way your Honda's engine sits in the chassis. It's laid out on a straight shaft front-to-back, just like a tractor or your pickup truck. Why? The design minimizes power losses from unnecessary right-angle driveline changes. That means you can get more power to the ground than some bigger, heavier, less-efficient designs.

CHOOSING YOUR TRANSMISSION

AUTOMATIC DCT

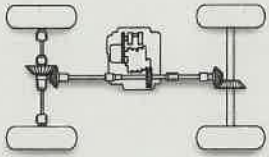
Honda's five-speed Automatic Dual-Clutch Transmission (DCT) is more than just a transmission—it delivers smooth, seamless power that can be an advantage in sloppy, technical terrain. It also offers a manual electric-shift mode, along with strong internals, fast shifts, excellent throttle response, and true compression braking. And unlike some other designs, there are no belts to slip when wet.

ELECTRIC SHIFT PROGRAM

Conventional ATV manual transmissions have plenty of advantages, but shifting in heavy, mud- or snow-covered work boots or overshoes can be a hassle. That's where our Electric Shift Program™ (ESP®) comes in. It lets you upshift and downshift with a pair of push-mounted buttons. You get the rugged construction of a conventional ATV transmission, plus genuine compression braking for better control when riding in hilly terrain.

MANUAL

Nothing can match a traditional ATV semi-automatic transmission in terms of control. Riders who use their ATVs day in and day out at the ranch or the jobsite usually prefer a manual transmission. Plus, if a variety of workers use one ATV, it's a system many already know. No clutch lever means no stalling, while rugged steel gears provide durability, and the control that comes with choosing a specific gear.



> **SUPERIOR ENGINEERING**

NOBODY BUILD LIKE WE DO.

Here's a big difference between Hondas and sor
out there. You'll know it from your first ride. Hon
engineering superiority means that our ATVs pu
weight class when it comes to getting the real w
Honda's dependability is unmatched in the indus



> **FOURTRAX RANCHER**

BUILT FOR THE RANCH YOU CALL HOME.

Honda's FourTrax® Rancher ATVs are premium tools for the jobs you need to do, whether that's on the farm, the jobsite, hunting, fishing, exploring . . . or on the ranch. It's easy for you to choose the right mix of features—just like reaching for that right tool.



01 **ELECTRIC POWER STEERING**

Electric Power Steering (EPS) is a huge benefit, especially when operating your ATV in ruts, rocky terrain or on long sidehills. And Honda's design means there are no belts to break or pumps to fail.

02 **TRAXLOK®**

Choose either 2WD or 4WD with a convenient lever. 2WD gives you lighter steering while 4WD maximizes available traction.



SPECIFICATIONS

ENGINE: 420cc liquid-cooled

longitudinally mounted single

FRONT SUSPENSION: Inde

6.7 inches of travel

REAR SUSPENSION: Swinge

6.7 inches of travel

GROUND CLEARANCE: 7.2

TOWING CAPACITY: 848 p

RACK CAPACITY: Front - 66

FOURTRAX RANCHER 4X4

Combining the rugged, towing

suspension with the cutting-r

Clutch Transmission, the Ran

Electric Power Steering is the

lot of riders out there. It's ano

range of features our Ranche





SPECIFICATIONS

ENGINE: 420cc liquid-cooled

sump longitudinally mounted s

FRONT SUSPENSION: Independ

7.3 inches of travel

REAR SUSPENSION: Independ

8.5 inches of travel

GROUND CLEARANCE: 9.2 in

TOWING CAPACITY: 848 po

RACK CAPACITY: Front - 66 p

FOURTRAX RANCHER 4X4 A

The Rancher's IRS design keep

components well protected fro

optimize available rear-wheel tr

conditions. With 8.5 inches of tr

plenty of ground clearance and



01 DISC BRAKES

The Rancher IRS models offer disc brakes front and rear for excellent braking performance.

02 EASY-TO-USE REVERSE LEVER

All our ATV's in this brochure have a smart reverse lever that is fast, easy and intuitive to use.



> **FOURTRAX RANCHER AUTOMATIC
DCT WITH IRS**

RIDE SMARTER, NOT HARDER.

Modern power tools make just about every job easier. With our Automatic Dual-Clutch Transmission and Independent Rear Suspension is a perfect example.

> **FOURTRAX FOREMAN**

BE YOUR OWN BOSS.

Looking for the no-nonsense, get-the-job-done workhorse of our ATV lineup? You found it: Strong, rugged, famously reliable, and able to do it all, with its 500-class engine the Honda FourTrax Foreman is the boss of both ranch and trail.



01 SWINGARM REAR SUSPENSION

The Foreman 4x4's solid-rear-axle design provides superior towing and hauling performance. Its long suspension stroke and plush seat let you tackle your favorite trail or the toughest chores.

02 FRONT DIFFERENTIAL LOCK

When you need to get positive power to both front wheels in tough terrain, just flip this handlebar switch to maximize available front-end traction.



SPECIFICATIONS

ENGINE: 475cc liquid-cooled OHV longitudinally mounted single-cylinder four-stroke

FRONT SUSPENSION: Independent double-wishbone; 7.3 inches of travel

REAR SUSPENSION: Swingarm with single shock; 7.3 inches of travel

GROUND CLEARANCE: 7.5 inches

TOWING CAPACITY: 848 pounds

RACK CAPACITY: Front - 88 pounds, Rear - 176 pounds

FOURTRAX FOREMAN 4X4 ES EPS

All our Foreman models use the same powerful, fuel injected 500-class engines. The Foreman 4x4 ES EPS also gives you our exclusive electric shifting along with Electric Power Steering—both great choices for long days working at tough jobs.





01 INBOARD REAR DISC BRAKE

Tucked up inboard and out of harm's way, the Rubicon's inboard disc brake reduces unsprung weight and resists water, sticks, and debris better than other designs.

02 DUAL RANGE DRIVE/LOW SHIFTER

Like a full-sized four-wheel-drive truck, Rubicon DCT models have a low range in their gearbox, so you can choose the perfect gear for off-road over technical terrain, pulling heavy loads or cruising on a long trail.



The new Matte Gray Metallic Rubicon is our first ATV with the paint color applied over the bodywork.

SPECIFICATIONS

ENGINE: 475cc liquid-cooled

mounted single-cylinder four-

FRONT SUSPENSION: Independent

7.3 inches of travel

REAR SUSPENSION: Independent

8.5 inches of travel

GROUND CLEARANCE: 9.4 inches

TOWING CAPACITY: 1322 lbs

RACK CAPACITY: Front - 99 lbs

FOREMAN RUBICON 4X4 DELUXE

In addition to exceptional all-

Rubicon Deluxe models feature

wheels. The Matte Gray Metallic

red suspension components





> **FOURTRAX FOREMAN RUBICON**

GREAT RIDES SHOULD LAST ALL DAY.

The real greats stand the test of time. And when it comes to all-terrain vehicles, that test means two things: how long you want to ride, and how long your ATV lasts. The Rubicon knocks it out of the park on both counts.

All Rubicon models feature Independent Rear Suspension.

> **FOURTRAX RINCON**

WHO SAYS YOU HAVE TO ROUGH IT?

The outdoors can be a rough place—hot, cold, wet, dry, rocky, muddy. But smart outdoorsmen—or outdoorswomen—find a way to smooth it instead of roughing it. And our top-of-the-line Honda Rincon is one of the most refined, smooth, comfortable ATVs to ever take on what mother nature has to offer.



SPECIFICATIONS

ENGINE: 675cc liquid-cooled OHV semi-dry-sump longitudinally mounted single-cylinder four-stroke

FRONT SUSPENSION: Independent double-wishbone; 6.9 inches of travel

REAR SUSPENSION: Independent double-wishbone; 8.0 inches of travel

GROUND CLEARANCE: 9.1 inches

TOWING CAPACITY: 850 pounds

RACK CAPACITY: Front - 66 pounds, Rear - 133 pounds

FOURTRAX RINCON

The Rincon uses our biggest ATV engine, a 675cc liquid-cooled single featuring a twin-plug cylinder head. The longitudinal-crankshaft layout means more power actually gets to the ground. Premium long-travel suspension, rugged bodywork, strong steel racks front and rear—the Rincon is truly a flagship model.



01 AUTOMATIC TRANSMISSION

The Rincon's proven, automotive-style three-speed automatic transmission features a heavy-duty torque converter just like a full-sized truck.

02 CATALYTIC CONVERTER

People who work outdoors or who enjoy nature know you've got to protect the planet—and the Rincon is doing its part.





SPECIFICATIONS

ENGINE: 229cc air-cooled OHC single-cylinder four-stroke

FRONT SUSPENSION: Independent 5.1 inches of travel

REAR SUSPENSION: Swingarm 4.9 inches of travel

GROUND CLEARANCE: 6.0 inches

TOWING CAPACITY: 500 pounds

RACK CAPACITY: Front - 33 lbs, Rear - 33 lbs

FOURTRAX RECON

The Recon® is a powerful, versatile ATV with a smaller footprint. Its compact design allows it to maneuver through tighter trails, while its 229cc engine is engineered for performance and power. It's even available with a conventional foot-shift or a PowerShift (ESP).



01 UNIQUE FLOORBOARD DESIGN
Both the Recon and Recon ES have uniquely designed floorboards that allow the rider's feet to grip the footrests while riding through mud and debris.

02 RUGGED STEEL CARGO RACKS
Got a load to carry? The Recon's strong front and rear racks allow generous payloads, and are built tough to handle whatever you throw at them.



> **RECON**

FORGET ABOUT B HOW ABOUT BET

It's not the size of the dog in the fight; it's the size of the dog. Bigger isn't always better—like on a tight trail, when it's time to load and unload, or when it's time to open up your goodness for the Honda Recon. It's an ATV that gets it

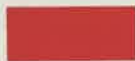
> SPECIFICATIONS

CHOOSE THE RIGHT RANCHER.

With all the great Rancher models in our 2017 lineup, how do you know which to be right for you? Here's some advice. First of all, each one uses a longitudinal 420cc engine, so you can skip ahead to the bigger decisions about transmission, rear-suspension configuration. Once you've sorted that out, consider adding Electric Power Steering—it's a popular option in rugged terrain. And finally, there's always color.

	RANCHER	RANCHER 4x4	RANCHER 4x4 ES	RANCHER AUTOMATIC DCT EPS	RANCHER AUTOMATIC DCT IRS
ELECTRONIC FUEL INJECTION	●	●	●	●	●
TRAXLOK 2WD/4WD		●	●	●	●
SWINGARM REAR SUSPENSION	●	●	●	●	
INDEPENDENT REAR SUSPENSION					●
MANUAL TRANSMISSION	●	●			
ELECTRIC SHIFT PROGRAM			●		
AUTOMATIC DCT TRANSMISSION				●	●
ELECTRIC POWER STEERING				●	

COLORS



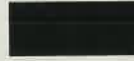
Red



Olive



Shale Blue



Black



Honda Phantom Camo

Some colors not available on all models. For more information and complete specifications, go to powersports.honda.com



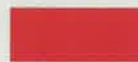
> SPECIFICATIONS

PICK THE RIGHT FOREMAN.

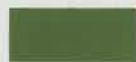
Is a Foreman the right ATV for you? Foreman owners are generally looking for tough, no-nonsense work ATVs. If that's the case, then check out our Foreman 4x4 models. If you're someone who likes to go exploring or adventure riding on your ATV, then you probably place a premium on all-day comfort. If so, then definitely check out our Rubicon IRS models, available with both manual and automatic transmissions.

	FOREMAN 4X4	FOREMAN 4x4 ES EPS	FOREMAN RUBICON 4x4 EPS	FOREMAN RUBICON 4X4 DCT	FOREMAN RUBICON 4X4 DCT EPS
ELECTRONIC FUEL INJECTION	●	●	●	●	●
TRAXLOK 2WD/4WD	●	●	●	●	●
FRONT DIFFERENTIAL LOCK	●	●	●	●	●
SWINGARM REAR SUSPENSION	●	●			
INDEPENDENT REAR SUSPENSION			●	●	●
MANUAL TRANSMISSION	●		●		
ELECTRIC SHIFT PROGRAM		●			
AUTOMATIC DCT TRANSMISSION WITH DRIVE/LOW				●	●
ELECTRIC POWER STEERING		●	●		●

COLORS



Red



Olive



Vapor White



Matte Gray Metallic



Honda Phantom Camo*



Active Yellow

*Deluxe models feature black machined, cast aluminum wheels. Matte Gray Metallic color also features red A-arms and springs.



> **ATV ACCESSORIES**

TAILOR-MADE TO FIT YOUR RIDING STYLE.

Different jobs, terrain, and adventures mean it only makes sense to fine-tune your all-terrain vehicle to your specific needs. You've made a great choice by picking a Honda ATV; Honda accessories are built to the same high standards. They work right, fit right, and look right.



01 PROTECTION

To help further protect your Honda ATV from trail hazards like rocks and logs, we have a variety of durable, high-quality accessories, including bumpers, A-arm guards, outdoor covers and skid plates.

02 CARGO

Honda ATVs are built to haul what you need to make your hunting, fishing, or exploring trips more fun, and to make big jobs a lot easier. Soft rack bags and a fender bag keep your cargo safe and secure.

03 WORK

Winches, plow blades, and power outlets—that's just the start of a long list of Honda Accessories that can turn your new ATV into even more of a workhorse.

04 STYLE

Nothing wrong with making your new ATV look a little sharper. One of our most popular styling accessory choices are our lightweight aluminum wheels.

05 CONVENIENCE

Changing seasons? Not a problem! Heated grips, windscreens and more make your ATV more versatile, no matter what the weather.



We've shown a few here, but you can find more at powersports.honda.com/accessories





> 2017 REC/UTILITY ATVs



ENVIRONMENTAL COMM... performance and leadership. T... position when it comes to the e... other aspects of our business a... http://powersports.honda.com.

BE A RESPONSIBLE RIDER R... to operate. Always wear a hel... clothing, and never ride on pav... carry passengers, never engag... riding doesn't mix with drugs c... be particularly careful on diffic... shown are recommended for r... recommends that all ATV rider... their owner's manual thorough... advantage of free ASI training... and training information, see y... 1-800-887-2887. Whenever yo... the "TREAD LIGHTLY" guidelin... trails in approved riding areas... common sense and respect th... with a modified engine, emissi... system may be illegal. Always... riding on private lands, and of... governing your riding areas.

Specifications, programs and avail... specifications in this brochure—inc... and registered in the United States... Program.™ ESP™ Rancher™ Rincon... Honda Signature Accessories™ an... Honda Motor Co., Ltd. ©2016 Amer...



> 2017 PIONEER SIDE-BY-SIDES

**GET READY FOR
ADVENTURE.**



> 2017 PIONEER SIDE-BY-SIDES

THE BEST JUST KEEP GETTING BETTER.

Who says you can't improve on perfection? Some side-by-sides get it right from the very start. And some get it better than right. Like the Honda Pioneers. Starting with our core Pioneer models—the Pioneer 1000, Pioneer 700 and Pioneer 500—we've made the lineup even stronger for 2017. That's because we're introducing the new Pioneer 1000 Limited Edition and Pioneer 700 Deluxe models. They're two prime examples of taking a couple of great side-by-sides and making them even better, with new features, new options, and more.

But some things haven't changed. Like the unmatched build quality you get with a Honda. Or our reputation for quality and reliability—huge assets when the going gets rough.

FOR MORE INFO & SPECS > powersports.honda.com



> PIONEER 1000 LIMITED EDITION
PIONEER 1000-5 LIMITED EDITION

UNCOMPROMISING, AND PROUD OF IT.


Combining innovative technology and proven quality is what Honda has always done best. And there's no better example than the new 2017 Pioneer® 1000 Limited Edition. Available in both three- and five-seat versions, they're packed with features like their class-leading 999cc Honda Unicam® twin-cylinder engines and six-speed automatic Honda DCT transmissions.



> PIONEER 1000-5 / PIONEER 1000

DO IT ALL. DO IT

Our Pioneer 1000-5 and 1000-5 Deluxe are designed for comfort and control you won't find in any other. The Pioneer 1000-5 features our exclusive QuickFit design, so you can go from a 3-seater to a 4-seater in seconds, without tools. The Deluxe model adds LE 14-inch aluminum wheels, and colored door and b



PIONEER 1000-5 DELUXE

> **PIONEER 1000 / PIONEER 1000 EPS**

TOUGH JOB? ROUGH TRAIL? NO PROBLEM.

The Pioneer 1000 and Pioneer 1000 EPS offer the same driveline as our Pioneer 1000-5, but with a three-seat front bench and a conventional tilt bed. Planning to use your Pioneer for both utility and adventures? This is the model you should start with.



PIONEER 1000

SPECIFICATIONS

ENGINE: 999cc liquid-cooled twin-cylinder Unicam four-stroke

FRONT SUSPENSION: Independent double-wishbone; 10.6 inches of travel

REAR SUSPENSION: Independent double-wishbone; 10 inches of travel

GROUND CLEARANCE: 12.7 inches

TOWING CAPACITY: 2000 pounds

BED CAPACITY: 1000 pounds (Models sold in California 600 pounds)



PIONEER 1000 EPS



01 TOWING AND HAULING

Every Pioneer 1000 model features a tilt bed that can haul a full half-ton of cargo.* The tilt-bed feature makes it easy to unload bulk items. (*600 lbs. max bed capacity for California models)

02 ELECTRIC POWER STEERING

Available Electric Power Steering helps reduce bump steer and lessens steering effort. You get more boost when you need it, for example when you're in four-wheel drive, at lower speeds or in rough conditions.



SPECIFICATIONS

ENGINE: 675cc liquid-cooled OHV single-cylinder four-stroke

FRONT SUSPENSION: Independent double-wishbone; 7.9 inches of travel

REAR SUSPENSION: Independent double-wishbone; 9.1 inches of travel

GROUND CLEARANCE: 10.7 inches

TOWING CAPACITY: 1500 pounds

BED CAPACITY: 1000 pounds



PIIONEER 700-4 DELUXE

VERSATILITY—AND A WHOLE LOT MORE.

New for 2017, the Pioneer 700 and 700-4 are available as Deluxe models, featuring transmission you choose either manual paddle shifting or fully automatic shifts. Deluxe models also include Electric Power Steering (EPS) and painted bodywork (Diver Blue on the 700 Deluxe and Matte Silver on the 700-4 Deluxe) as well as colored springs and all-new aluminum wheels. All models feature a massive 1500-pound towing capacity and 1000-pound hauling capacity, while the 700-4 models feature our QuickFlip seats. They're a 2-seater, a 3-seater and a 4-seater, all in one.



01 ELECTRIC POWER STEERING

Power Steering helps reduce bump steer and decrease steering effort. You get more assist when you need it, like at low speeds on rough terrain.

02 AT/MT MODE AND PADDLE SHIFTERS

Automatic or manual paddle shifting? Why not have both? Deluxe model Pioneer 700s all you need to do is turn



> PIONEER 700 DELUXE / PION

HOW MUCH EX HELP DO YOU

How do you make a pair of side-by-sides that
and balanced as the Pioneer 700 and 700-4
added two new models: the Pioneer 700 Delu
even more features, new shifting options, pov

> PIONEER 700 / PIONEER 700-4

FULL-FEATURED, SIZED RIGHT.

Our 2017 Pioneer 700 and 700-4 are going to hit the sweet spot for thousands of side-by-side drivers. Not too big, not too small, they offer powerful, 675cc liquid-cooled engines, and their three-speed automatic transmissions give you something few other off-road automatics can—true engine braking in demanding terrain.



01 **Honda AUTOMATIC TRANSMISSION**

Featuring a two-stage shift map for power and a heavy-duty torque converter with three hydraulic clutches, the Pioneer 700's transmission provides positive engine braking.

02 **TILT BED**

Both of our Pioneer 700 models feature tilt beds with a 1000-pound capacity. A hydraulic-assist strut makes work easy.



SPECIFICATIONS

ENGINE: 675cc liquid-cooled four-stroke

FRONT SUSPENSION: Independent 7.9 inches of travel

REAR SUSPENSION: Independent 9.1 inches of travel

GROUND CLEARANCE: 10.7 inches

TOWING CAPACITY: 1500 pounds

BED CAPACITY: 1000 pounds



QUICKFLIP SEATING

The Pioneer 700-4 features the industry's first QuickFlip seating design. With the in-bed seats folded down, you get a perfectly flat cargo area. The bed sides also function as doors for passenger entry and cargo loading. Since the seats fold open and close in just seconds, switching configurations is fast and simple. Two passengers? Three passengers? Cargo? The 700-4 lets you do it all. (Also available on the Pioneer 1000-5)





01



02

- 01 NEW AUTOMATIC TRANSMISSION WITH AT/M**
Automatic and manual functions are all controlled by a set of shifters. It's the best of both worlds, and simple to use.
- 02 REAR CARRIER DESIGN**
With multiple hook points, securing cargo is easier than ever. The rack's 450-pound rating gives you plenty of carrying capacity. (Shown with optional cargo tray)



PIONEER 500

SPECIFICATIONS

- ENGINE:** 475cc liquid-cooled six-cylinder four-stroke
- FRONT SUSPENSION:** Independent wishbone; 5.9 inches of travel
- REAR SUSPENSION:** Independent with preload adjustability; 5.9 inches of travel
- GROUND CLEARANCE:** 8.5 inches
- TOWING CAPACITY:** 1000 pounds
- RACK CAPACITY:** 450 pounds





> **PIONEER 500**

THE AUTOMATIC FOR TIGHT TRAIL

Two important things you need to know about the Pioneer 500. First, at just 50 inches wide, it can fit where bigger vehicles can't, letting you explore trails with width restrictions. Second, the new Pioneer 500 comes with a new, paddle-shift automatic transmission. Your off-road by-side just got better!

PIONEER 500

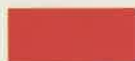
> SPECIFICATIONS

PIONEER 1000 MODELS AND FEATURES.

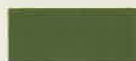
How do you choose the right Honda Pioneer for your needs? First, we suggest how many passengers you'll be carrying, and how much payload. The Pioneer is a perfect choice for big jobs or when you want to bring the whole family along. At the other end, nothing can match our Pioneer 500 for narrow overall width and trail maneuverability. In between, of course, you'll find our Pioneer 700s.

	1000	1000 EPS	NEW 1000 LE	1000-5	1000-5 DELUXE	NEW 1000-5 LE
999cc UNICAM TWIN-CYLINDER	●	●	●	●	●	●
6-SPEED AUTOMATIC DCT	●	●	●	●	●	●
HIGH/LOW SUBTRANSMISSION	●	●	●	●	●	●
4-MODE DIFFERENTIAL LOCK	●	●		●	●	
I-4WD			●			●
ELECTRIC POWER STEERING		●	●	●	●	●
TILT STEERING WHEEL		●	●	●	●	●
MANUAL SHIFT MODE (PADDLE SHIFT)		●	●	●	●	●
"SPORT" MODE		●	●	●	●	●
QUICKFLIP CONVERTIBLE SEATING				●	●	●
SELF-LEVELING REAR SUSPENSION				●	●	
FOX QS3 SHOCKS			●			●
27" RADIAL TIRES/14" ALUMINUM WHEELS			●		●	●
COLORED DOOR / BED PANELS		●	●		●	●
PAINTED BODYWORK			●			●

COLORS:



Red



Olive



Matte Gray Metallic



Shale Blue



Metallic Blue



Honda Phantom Camo

Some colors not available on all models. For more information and complete specifications, go to powersports.honda.com

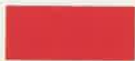
> SPECIFICATIONS

PIONEER 700 A MODELS AND F

Next, within the model lines you'll find different versions—Deluxe and/or LE depending on which Pioneer you're looking at. Sometimes they include things like upgraded suspension or special paint or even different transmissions. The charts here will help you sort it all out—and your Honda Dealer can help too. But no matter which Pioneer you choose, you'll be getting one of the best side-by-sides out there. Happy trails!

	700	NEW 700 DELUXE	700-4	NEW 700-4 DELUXE	500
675cc LIQUID-COOLED ENGINE	●	●	●	●	
475cc LIQUID-COOLED ENGINE					●
AUTOMATIC TRANSMISSION	●	●	●	●	●
2WD/4WD	●	●	●	●	●
DIFFERENTIAL LOCK	●	●	●	●	
INDEPENDENT FRONT AND REAR SUSPENSION	●	●	●	●	●
PADDLE SHIFTERS (AT/MT SHIFT MODE)		●		●	●
ELECTRIC POWER STEERING		●		●	
QUICKFLIP CONVERTIBLE SEATING			●	●	
ALUMINUM WHEELS		●		●	
PHANTOM CAMO OPTION		●		●	●
PAINTED BODYWORK		●		●	

COLORS:



Red



Olive Blue



Matte Silver



Green



Honda Phantom Camo™

Some colors not available on all models. For more information and complete specifications, go to powersports.honda.com



> PIONEER ACCESSORIES

DIALED IN AND DONE RIGHT.

Great vehicles like the Honda Pioneers deserve great accessories. No worries—we have you covered. There are even special packages that bundle our most popular choices for hunters and fishermen, utility work, and recreational outdoors use. You can even order them online—just go to shop.powersports.honda.com to get started.



PIONEER 1000-5



PIONEER 1000-5



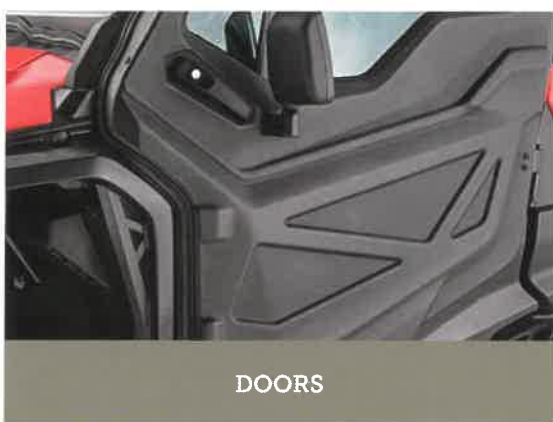
PIONEER 700



PIONEER 500

Go online to see over 185 Honda Accessories you can use to outfit your Pioneer to suit your needs.
powersports.honda.com/accessories.aspx

Honda Acc





> 2017 PIONEER SIDE-BY-SIDES



MIX
Paper from
responsible sources
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ENVIRONMENTAL COMM
performance and leadership. T
position when it comes to the e
other aspects of our business i
<http://powersports.honda.com/>

BE A RESPONSIBLE RIDER R
Vehicles (Side-by-Sides) can b
your seat belt, a helmet, eye pr
the driving situation. Keep door
a passenger in the cargo bed, s
limits and guidelines, and never
SHOULD WATCH THE SAFETY V
VEHICLES: A GUIDE TO SAFE D
Owner's Manual directions whe
Avoid excessive speeds, and ne
permit. All Pioneer models are
of age and older, and tall enoug
reach all the controls. The pass
for the seat belt to fit properly i
placing both feet firmly on the
hold. Whenever you drive off-ro
"TREAD LIGHTLY" guidelines, a
approved areas. Keep your off-
and respect the rights of other
use only Honda approved acces
designed and tested for your v
equipment or modify your Hon
design or operation. Operating
modified engine, emissions cor
may be illegal. Always obtain w
private lands; and obey all the
off-road areas.

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