



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 628405

Doc Description: 4WD UTILITY TRACTOR (7020EC07)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-18	2019-11-26 13:30:00	CRFQ 0803 DOT2000000052	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:

Middletown Tractor Sales
 2050 Boyers Drive
 Fairmont WV 26554
 (304) 366-4690

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature: *J. Adam Boyers, Pres.* FEIN # 550547175
 Bidders subject to all terms and conditions contained in this solicitation

DATE 11/25/2019

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A 4-WHEEL DRIVE UTILITY TRACTOR PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4WD UTILITY TRACTOR	40.00000	EA	See Pricing Exhibit A	

Comm Code	Manufacturer	Specification	Model #
25101901	John Deere	4WD Utility Tractor	John Deere 5090M

Extended Description :
4WD UTILITY TRACTOR

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-11-06
2	VENDOR QUESTION DEADLINE	2019-11-14

DOT2000000052	Document Phase Final	Document Description 4WD UTILITY TRACTOR (7020EG07)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 628405

Doc Description: ADDENDUM 1 4WD UTILITY TRACTOR (7020EC07)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-20	2019-11-26 13:30:00	CRFQ 0803 DOT2000000052	2

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

VENDOR

Vendor Name, Address and Telephone Number:

Middletown Tractor Sales
 2050 Boyers Drive
 Fairmont WV 26554
 (304) 366-4690

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X

J. Adam Boyer, P.E.S.

FEIN # 550547175

DATE 11/25/2019

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

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THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A 4-WHEEL DRIVE UTILITY TRACTOR PER THE ATTACHED DOCUMENTS

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4WD UTILITY TRACTOR	40.00000	EA	\$53,332.22	\$2,133,288.80

Comm Code	Manufacturer	Specification	Model #
25101901	John Deere	4WD Utility Tractor	John Deere 5090M

Extended Description :
4WD UTILITY TRACTOR

SCHEDULE OF EVENTS


Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-11-08
2	VENDOR QUESTION DEADLINE	2019-11-14

DOT2000000052	Document Phase Final	Document Description ADDENDUM 1 4WD UTILITY TRACTOR (7020EC07)	Page 3 of 3
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Exhibit A**CRFQ DOT2000000052****4 Wheel Drive Utility Tractor**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	One Complete unit: 4 wheel drive utility tractor John Deere 5090M or equal	John Deere 5090M 2020	40	\$53,332.22	\$2,133,288.80
Total Bid Amount 					\$2,133,288.80

Vendor InformationCompany Name: **Middletown Tractor Sales**Contract Manager: **Adam Boyers**Address: **2050 Boyers Drive, Fairmont WV 26554**Phone: **(304) 366-4690**Fax: **(304) 366-4698**Email: **Adam@MiddletownTractor.com**Signature: 

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



(Name, Title)
Adam Boyers/President

(Printed Name and Title)
2050 Boyers Drive, Fairmont WV 26554

(Address)
(304) 366-4690 / (304) 366-4698

(Phone Number) / (Fax Number)
Adam@MiddletownTractor.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.

Middletown Tractor Sales

(Company)



(Authorized Signature) (Representative Name, Title)

Adam Boyers/President

(Printed Name and Title of Authorized Representative)

11/25/2019

(Date)

(304) 366-4690 / (304) 366-4698

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000052

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Middletown Tractor Sales

Company

 PRES.

Authorized Signature

11/25/2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ DOT2000000052
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To publish the pre-bid meeting sign-in sheets

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM 1

CRFQ 0803 DOT2000000052

4 WD John Deere 5090M or Equal

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

1. 3.1.1.4 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

Question # 1 : Request date of Manufacture for tractor changed to a 2019 or 2020 machine.

Question # 2: What if tractor is produced before Jan 1, 2020?

Answer: Question #1. Yes will accept.

Question #2. Will accept

2. 3.1.1.2 Wheelbase shall be 90 inches minimum.

Question: Will you accept Wheelbase of 88.6 inches?

Answer: Yes. Will accept.

3. 3.1.5.1 The muffler shall be mounted in compliance with Tier 4 final standards and not interfere with the articulated boom mower.

Question: I don't see a mower in the solicitation does this still apply?

Answer: We will revise this to read: 3.1.5.1 The muffler shall be mounted in compliance with Tier 4 final standards.

4. 3.1.6.3 Shall have minimum 1200 cold cranking amp (CCA)

Question # 1: Is a battery with 140 Ah fine? Standard battery is only 800 CCA

Question # 2: The RFQ specifies that the state wants a Four (4) Wheel Drive Utility Tractor John Deere 5090M or Equal. We are requesting that the listed specification 3.1.6.3 be corrected to include a minimum 925 CCA battery, which more accurately describes the current model year 2020 production of the John Deere 5090M Tractor.

Answer: Question #1 No. Will change 3.1.6.3 to read shall have a minimum 900 Cold cranking amps (CCA) with matching Ah rating for battery size

Question #2 Will change 3.1.6.3 to read shall have a minimum 900 Cold cranking amps (CCA) with matching Ah rating for battery size.

5. 3.1.8.3 Shall have largest manufacture DEF tank offered not to interfere with articulated boom mower.

Question: I don't see a mower in the solicitation does this still apply?

Answer: We will revise this to read: 3.1.8.3 Shall have largest manufacture DEF tank available.

6. 3.1.9.1 Unit shall have Whelen IX4AC liberty II LED amber and white lightbar or equal, mounted on the top rear center of cab by use of brackets.

Question: How should the light bar controls be wired? Key on power only or power full time direct from battery?

Answer: The Equipment Division will be removing section 3.1.9.1, we will be installing our own light bar.

7. 3.1.11.2 Shall be equipped with a de-clutch button on gear shift lever, requiring no foot clutch usage while shifting range gears.

Question: Is a de-clutch button required?

Answer: Yes. Leave as written

8. 3.1.12.1 Shall have power shift design, power shuttle provides powershifting through the gears of each range and must have a transmission that can be shifted on the go within the speed gears.

Question: Transmission - The RFQ specifies that the state wants a Four (4) Wheel Drive Utility Tractor John Deere 5090M or Equal. We are requesting that the listed specification 3.1.12.1 be corrected to include a John Deere PowrReverser Transmission, which more accurately describes the current model year 2020 production of the John Deere 5090M Tractor. The PowerReverser transmission has 4 ranges with partial synchronization between ranges and allows the speed gears to be shifted on the go within each range. See below for more details.

Answer: Will accept John deere PowerReverser transmission.

9. 3.1.19.1 Front tire shall be minimum 340/85R24 R1W radial or equal.

3.1.19.2 Rear tires shall be minimum 18.4R30 R1W radial or equal.

Question # 1: Are 13.6R28 front tires fine?

Question # 2: Are 18.4R34 rear tires fine?

Question # 3: The front and rear tires specified do not appear to be matched. If front and rear tires are not matched one set of wheels can turn faster or slower than the other ones, thus causing problems in the transmission and drivelines. If the State wants 18.4R30 R1W rear tires then the matching front tires need to be 320/85R24 (12.4R24) R1W radial tires. If the State would prefer to keep the 340/85R24 R1W radial front tires as it originally spec'd, then the rear tires are required to be 420/85R34 (16.9R34) R1W radials.

Answer: Question #1. No.

Question #2 No.

Question #3 Yes. Will change 3.1.19.1 to read front tires shall be minimum 320/85R24 (12.4R24) R1W radial or equal.

10. 3.1.20.9 Lift arm cylinders shall be mounted externally and be a min 68 millimeters diameter

Question: Lift arm cylinders - The RFQ specifies that the state wants a Four (4) Wheel Drive Utility Tractor John Deere 5090M or Equal. We are requesting that the listed specification 3.1.20.9 be changed to either a minimum of 65mm or the language be changed to read, "...shall have an AVERAGE minimum diameter of 68mm." This will more accurately describe the

current model year 2020 production of the John Deere 5090M Tractor where one cylinder is 65mm and the other cylinder is 75mm, averaging 70mm.

Answer: Will revise 3.1.20.9 to read Lift arm cylinders shall be mounted externally.

11. 3.1.21.3 Cab shall have Poly-shield or equal on right side 1/2 inch thick minimum with anti-scratch coating on both sides, installed into the original cab manufactured door and side window. Windows shall be tinted at all locations.

Question # 1: Is Polyshield still required as the solicitation does not have a articulated boom mower.

Question # 2: Request removal of poly shield right side door

Answer: Question #1. No. Will remove section 3.1.21.3

Question #2. Yes. Will remove section 3.1.21.3

Question : What is the specification for the tinted windows? Do the windows just need to say tinted from the factory? Or is Darker tint desired? If so what percentage tint?

Answer: Will accept with factory glass instead of poly-shield for DOT2000000052 and factory tint shall be accepted.

12. 3.1.21.4 Cab unit shall be equipped with heater, defroster, air conditioning and standard AM/FM radio with Bluetooth and shall be installed by the manufacturer.

Question: Cab unit shall be equipped with heater, defroster, air conditioning and standard AM/FM radio with Bluetooth and shall be installed by the manufacturer. We politely ask that you change the language to: Cab unit shall be equipped with heater, defroster, and air conditioning and shall be installed by the manufacturer. An AM/FM radio with Bluetooth shall be installed.

Answer: Yes. Will revise to read: Cab unit shall be equipped with heater, defroster, air conditioning installed by manufacturer. A Jensen SWJHD1635BT or equal AM/FM radio with Bluetooth shall also be installed.

13. 3.1.21.8 Seat shall have a height and swivel adjustment and be heated.

Question: Is seat swivel required?

Answer: Yes. Leave as written.

14. 3.2.1.2 Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery, if applicable.

Question: Is a inspection sticker required for tractors in this solicitation?

Answer: No.

15. 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Question: What is the payment method for winning Vendor for solicitation?

Answer: Payment in arrears. 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.

Payment methods. Vendor must accept payment by electronic funds transfer and P-card (The state of West Virginia's purchasing card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 6.1 Delivery Time: Delivery Time: A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after orders are received Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

Question: Is this 180 working days after the Pilot is accepted?

Answer: After the pilot is accepted you have 180 days to fill orders placed.

17. Terms & Conditions: 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

Question: Will vendor preference be used when determining these bids?

Answer: Answer: Yes, to comply with applicable subsection of West Virginia Code § 5A-3-37

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0803 DOT2000000052

Date of Pre-Bid Meeting: NOVEMBER 6, 2019

Location of Prebid Meeting: Buckhannon, WV, Equip. Division

Please Note:

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

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Pam Hall				
WVDOH	Tina Lewis				
WVDOH	Travis Ray				
WVDOH	Todd Campbell				
WVDOH	JO Haller				
WVDOH	JEFF PIER				

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

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Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Lockards Inc	Ched Lockard	3737 Sutton Lane Sutton WV 26001	304-765-5295	304-765-7304	info@lockards.com
Tri Tech MFG	DAN TEMAN	7432 ST R+66W Delphos OH 45833	419 863 2909		Tri-Tech MFG @Yahoo.com
BRIDGEPORT EQUIPMENT AND TOOL	RON GARDNER	435 W. MYLES AVE. PENNSBORO, WV 26415	304-659-2917 304-659-3371	304-659-3371	rgardner@bridgeportequip.com
BRIDGEPORT EQUIPMENT TOOL	Brandon Muller	435 W. MYLES AVE PENNBSORO WV 26415	304-659- 2917	304-659- 3371	bmuller@ bridgeportequip.com
Boone Tractor	Isaac Dasher	15668 Seneca Trail N Lewisburg WV 24901	304-645-1711 ext 516	304-645-2464	Isaac@BooneTractor.com
Boone Tractor	Tyler Hyatt	15668 Seneca Trail W Lewisburg WV 24901	304 645 1711 ext 915	304 645 2464	thhyatt@BooneTractor.com

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<u>Firm Represented:</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
MOTRIM Inc.	Lowell Cook	240 STEUBENVILLE AVE CAMBRIDGE OH 43725	740 260 2720	740-432-2098	LCOOK@motrim.net
MOTRIM Inc	MARK GOODMAN	240 Steubenville Ave Cambridge Ohio 43725	740-431-2725	740-432-2098	mgoodman@motrim.net

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Zach Peters Walker Machinery	Zach Peters	1477 Mayhew Road Jackson Ohio 45640	740-205-6445	740-286-7566	z.peters@walker-cat.com
Diamond Mowers	Brian Burge	750 E 60th St North Sioux Falls, SD 57104	605-351-5667	N/A	bburge@diamondmowers.com
Diamond Mowers	Chris Hanson	350 E 60th St North Sioux Falls SD 57104	605-521-9414	N/A	chanson@diamondmowers.com
Diamond Mowers	Ruth Berner	350 E 60th St N Sioux Falls SD 57104	615 856 0047	n/a	rberner@diamondmowers.com

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MIDDLETOWN TRACTOR SALES	ADAM Boyers	2050 Boyers DR. FAIRMONT, WV 26554	304-366-4890	304-366-4898	adam @ middletowntractor.com
MIDDLETOWN TRACTOR	Jim Boyers	"	"	"	Jim @middletowntractor. com
ALAMO Group TX	Dave BAKER	1502 E WAWNET SEGUIN, TX	830-305 7001		dbaker@ ALAMO-Group.COM
SCOTT LAMIVIERE TIGER Mower CORPORATION	SCOTT LAMIVIERE	3301 N. LOUISE AVE SIOUX FALLS SD 57109	800-843-6849 605-261-7771	800-716-7620	SLAMIVIERE@TIGER Mowers.com
JOHN DEERE	PAUL DeMaine	2000 John Deere Run CARY NC 27513	585-245-2652	309-749-2677	demaiepaul @johndeere.com

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State Equipment, Inc.	Seth Gardner	560 New Golf Mountain Rd Charleston, WV 25315	304-776-4405	304-776-4409	Seth@stateequipment.com
PAICS SuperStores	Patrick Holguin	87 Wiseman Run Rd Spartan WV 26426	304-782-4111		Pholguin@PAICS.com
Lemons Farm Equipment	Marilyn Matherly	42 Lemon Lane Ft Bo WV 26101	304-863-3469	304-863-6772	sales@lemonsfarm equipment.com
Middletown TRACTOR SALES	Mike Shawler	2050 Bayers DR Fairmont WV 26554	304-366-4690	304-366- 4698	mike@ middletownt tractor .com

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Middletown Tractor Sales	Zach Marsh	2050 Boyers Dr, Fairmont WV 26534	304 366 4690	304 366 4698	Zach @ middletowntractor. com

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DIAMOND
MOWERS

BRIAN BURGE
Applications Engineer

805.861.6887
bburge@diamondmowers.com

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 740.286.6495 cell
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jim@middletontractor.com

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---	--	--

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Paul J. DeCicco
 Government Business Manager
 Government Sales

2000 John Deere Run
 Cary, NC 27513 USA
 Mobile: 585-245-2852 Fax: 309-749-2877
 Email: DemainePaul@JohnDeere.com

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Sales Representative

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Cambridge, Ohio 43725
Cell: 740-260-2720
PH: 740-439-2725
lcoon@motrim.net



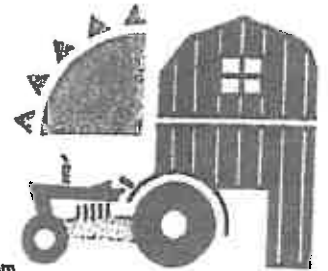
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PARTNER

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PARKERSBURG WY 26101

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304-863-3469

304-863-6772 FAX

sales@lemonsfarmequipment.com
lemonsfarmequipment.com



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Middletown Tractor Sales Address: 2050 Boyers Drive, Fairmont WV 26554

Name of Authorized Agent: Adam Boyers Address: 2050 Boyers Drive, Fairmont WV 26554

Contract Number: DOT2000000052 Contract Description: 4WD Utility Tractor

Governmental agency awarding contract: DOT

Check here if this is a Supplemental Disclosure

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

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

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

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

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

J. Adam Boyers

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

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

Signature: J. Adam Boyers, PRES. Date Signed: 11/25/2019

Notary Verification

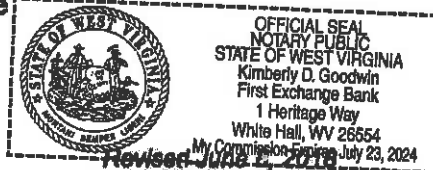
State of West Virginia, County of Marion

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

Taken, sworn to and subscribed before me this 25 day of November 2019.

Kimberly D. Goodwin
Notary Public's Signature

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



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §31-5-5) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Middletown Tractor Sales

Authorized Signature: J. Adam Bayer, PRES.

Date: 11/25/2019

State of West Virginia

County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 25 day of November, 2019.

My Commission expires July 23, 2024, 20 .

AFFIX SEAL HERE



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kimberly D. Goodwin
First Exchange Bank
1 Heritage Way
White Hall, WV 26654
My Commission Expires July 23, 2024

NOTARY PUBLIC

Kimberly D. Goodwin

Purchasing Affidavit (Revised 01/10/2018)

State of West Virginia
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, 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; **or**,
____ 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.
8. **Application is made for reciprocal preference.**
____ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: Middletown Tractor Sales Signed: 
Date: 11/25/19 Title: President

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



STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services Division
P.O. Box 885
Charleston, WV 25323-0885



Dale W. Steager, State Tax Commissioner

BOYERS EQUIPMENT COMPANY
2050 BOYERS DR
FAIRMONT WV 26554-8475

Letter Id: L1738676160
Issued: 11/21/2019



West Virginia State Tax Department

Statement of Good Standing

EFFECTIVE DATE: November 21, 2019

A review of tax accounts indicates that BOYERS EQUIPMENT COMPANY is in good standing as of the effective date of this document. Please note, this Statement of Good Standing expires on **February 19, 2020**.

The issuance of this Statement of Good Standing shall not bar any audits, investigations, assessments, refund or credits with respect to the taxpayer named above and is based only on a review of the tax returns and not on a physical audit of records.

Sincerely,

Nicole Grant, Tax Unit Supervisor
Taxpayer Services Division

RECEIPT FOR TAXES AND FEES PAID

DESCRIPTION	COUNTY	TAX YEAR	TICKET NO.
00 FLET 35 ***** 19 INV *****	MARION COUNTY	2019	314139
00 CE - COMP 3273 00 FF - FURN 3239	DISTRICT		ACCOUNT NO.
	22-PLEASANT VLY UNION		22003661
	RATE	CLASS	ASSESSMENT
	ASSESSMENT	ASSESSMENT LESS EXEMPTION	TAX DUE (1/2 YEAR)
BOYERS EQUIPMENT 2050 BOYERS DR FAIRMONT, WV 26554	2.627600	4	358254
			358254
			TOTAL
			4706.74
			117.67
			.00
			.00
JAMES C. RIFFLE SHERIFF & TREASURER			4589.07
PAYMENT FOR			DEPUTY
FIRST HALF PAYMENT PERSONAL PROPERTY PAID: 08/30/2019			CSH

PLEASE EXAMINE YOUR RECEIPT CAREFULLY AND BE SURE IT COVERS ALL REAL ESTATE OR PERSONAL PROPERTY

****DMV INFO****

Year Make/Model/VIN

2012 TOYOTA/Tundra/5TFHY5F10CX240234

2008 CHEVROLET TRUCK/Silverado 1500/2GCEK19C081282563

2007 GMC LIGHT DUTY/Sierra Classic 1500/2GTEK13Z471177679

2002 ISUZU MED DUTY/Medium Duty Cabover/JALB4B14X27002616

2008 CHEVROLET COMMERCIAL/Silverado 3500/1GBJK34K28E167071

ASSESSMENT: The first half installment becomes delinquent if not paid before September 1. Taxes on property assessed on July 1 of the preceding year. Taxes on property assessed on January 1 will be billed in June. If you believe there is any discrepancy in the assessed value or classification of your commercial or personal property, you should contact the Marion County Assessor's Office, 304-367-5401

2011 DODGE COMMERCIAL/Ram Chassis Cab 3500/1C4CJF7E1L4E127859

2009 FORD TRUCK/Ranger-V6/1FTYR10D99PA32449

DISCOUNT: Taxpayers receive 2.5 percent discount on the first half installment if paid on or before September 1. This discount is also applied to the second half installment if paid on or before the following March 1.

2007 CHEVROLET TRUCK/Silverado 1500/2GCEK19C081282563

2015 GMC LIGHT DUTY/Sierra 1500/3GTU2WEC6FG118544

DELINQUENT TAXES: The first half installment becomes delinquent if not paid before October 1. The second half installment becomes delinquent if not paid before the following April 1. Taxes remaining unpaid on April 30 will be subject to publication.

publication cuts additional taxes will be charged. Delinquent taxes are subject to the Sheriff's Tax Lien Sale if not returned to the County before the date of the sale with cash, cashier's check, or money order.

2016 INTERNATIONAL/DuraStar Medium Duty/3HAMSSTR7GL746844

INTEREST: If taxes are not paid on or before the date on which they become delinquent, including both first and second installments, interest at the rate of 9 percent per annum shall be added from the date they become delinquent until paid.

2015 DODGE COMMERCIAL/Ram Chassis Cab 3500/1C4CJF7E1L4E127859

2015 REISER/TRLR/55LR1WAF1FNU01448

2016 FORD COMMERCIAL/F-Series Super Duty/1FD8X3H60GEC13354

PLEASE CHECK YOUR RECEIPT CAREFULLY. It is the responsibility of the taxpayer to see that the taxes on all your property, both real and personal, are paid on any goods or assets, and if they become delinquent, it is not the fault of this office.

before leaving this office. Check My Receipt to be sure you have paid all taxes on your real and personal property.

2016 LEXUS/LS/JTHCL5EF8G5025979

2016 MORITZ/TRLR/4WXGF3325G1029584

2003 NEW/TRLR/INSCT17293N121005

2013 SURE/TRLR/SJWU1620D1065876

2015 ALUM/TRLR/1YGUS1212FB1114

2015 BIGTEX/TRLR/16VGX2523F6008118

2015 PJ/TRLR/3CVU70814F2187113

2016 TOYOTA/4Runner/JTEBU5JR30403675310

2016 FORD TRUCK/F150/1FTEX1E82GFD37802

SHERIFF AND TREASURER OF MARION COUNTY

PO. BOX 1348

FAIRMONT, WV 26554

304-367-5310

2016 FORD COMMERCIAL/F-Series Super Duty/1FDRK3H65GEB69498
 2017 CARRYON/TRAILER/430HDI622JM057042
 2018 BARL/TRAILER/430HDI622JM057042

RECEIPT FOR TAXES AND FEES PAID

DESCRIPTION	COUNTY			TAX YEAR	TICKET NO.
	<i>DISTRICT</i>				<i>ACCOUNT NO.</i>
	RATE	CLASS	ASSESSMENT	ASSESSMENT LESS EXEMPTION	TAX DUE (1/2 YEAR)
	TOTAL				
	LESS 2 1/2% DISCOUNT				
	PLUS 9% INTEREST PER ANNUM				
	ADVERTISING AND RECEIPT FEES				
	AMOUNT COLLECTED				
PAYMENT FOR					DEPUTY

PLEASE EXAMINE YOUR RECEIPT CAREFULLY AND BE SURE IT COVERS ALL REAL ESTATE OR PERSONAL PROPERTY

ASSESSMENT: This receipt is for taxes assessed on the property that you owned on July 1 of the preceding year. Taxes on property that you own this July 1 will be billed next year. If you believe there is any discrepancy in the assessed value or classification of your property, you should contact the Marion County Assessor's Office. 304-367-5401

DISCOUNT: Taxpayers receive 2.5 percent discount on the first half installment if paid on or before September 1. This discount is also applied to the second half installment if paid on or before the following March 1.

DELINQUENCIES: The first half installment becomes delinquent if not paid before October 1. The second half installment becomes delinquent if not paid before the following April 1. Taxes remaining unpaid on April 30 will be subject to publication. If publication occurs, additional fees will be charged. Delinquent real estate taxes are subject to the Sheriff's Tax Lien Sale if not redeemed by Friday before the date of the sale with cash, cashier's check or money order.

INTEREST: If taxes are not paid on or before the date on which they become delinquent, including both first and second installments, interest at the rate of 9 percent per annum shall be added from the date they become delinquent until paid.

PLEASE CHECK YOUR RECEIPT CAREFULLY: It is the responsibility of the taxpayer to see that the taxes on all your property, both real and personal, are paid. If any should be missed, and later become delinquent, it is not the fault of this office. before leaving this office, check tax receipt to be sure they cover all your property, both real and personal.

**SHERIFF AND TREASURER OF MARION COUNTY
 P.O. BOX 1348
 FAIRMONT, WV 26554
 304-367-5310**

AFFIDAVIT

State of West Virginia

County of Marion

I, James Adam Boyers, of Fairmont, in Marion, West Virginia, MAKE OATH AND SAY THAT:

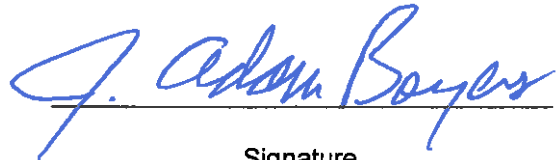
1. I, James Adam Boyers, President of Middletown Tractor Sales, confirm that the business entity has paid all applicable business taxes imposed by Chapter 11 of the West Virginia Code.

STATE OF WEST VIRGINIA

COUNTY OF MARION

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 22ND day of November, 2019



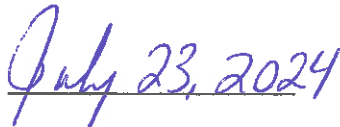
Signature

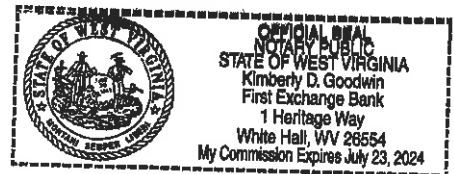
James Adam Boyers

Signature  (Seal)

NOTARY PUBLIC

My Commission expires:







Business Organization Detail

◀ [Back to Corporations Search](#)

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

BOYERS' EQUIPMENT COMPANY

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	10/4/1974		10/4/1974	Domestic	Profit			

• [Back To Top](#)

Organization Information			
Business Purpose	4442 - Retail Trade - Bldg Material and Garden Equip and Supp Dealers - Lawn and Garden Equipment and Supplies Stores Including Retain Nurseries	Capital Stock	50000.0000
Charter County	Marion	Control Number	0
Charter State	WV	Excess Acres	1
At Will Term		Member Managed	
At Will Term Years		Par Value	250.000000
Authorized Shares	200	Young Entrepreneur	Not Specified

★ [Back To Top](#)

Addresses	
Type	Address
Local Office Address	2050 BOYERS DRIVE FAIRMONT, WV, 26554
Mailing Address	2050 BOYERS DRIVE FAIRMONT, WV, 26554 USA
Notice of Process Address	J. ADAM BOYERS 2050 BOYERS DRIVE FAIRMONT, WV, 26554
Principal Office Address	2050 BOYERS DRIVE FAIRMONT, WV, 26554 USA
Type	Address

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Officers	
Type	Name/Address
Director	J. ADAM BOYERS 2050 BOYERS DRIVE FAIRMONT, WV, 26554
President	J. ADAM BOYERS 2050 BOYERS DRIVE FAIRMONT, WV, 26554
Type	Name/Address

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DBA			
DBA Name	Description	Effective Date	Termination Date
MIDDLETOWN ATV AND TRAILER SALES	TRADENAME	6/27/2007	
MIDDLETOWN ATV SALES	TRADENAME	1/8/2004	6/27/2007
MIDDLETOWN TRACTOR SALES	TRADENAME	3/4/2010	
DBA Name	Description	Effective Date	Termination Date

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Date	Amendment
2/9/1990	AMENDMENT TO ARTICLES
Date	Amendment

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Annual Reports	
	Filed For
2019	
2018	
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.



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wvsos.com | wv.gov | usa.gov

Thursday, November 21, 2019 — 3:36 PM

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AFFIDAVIT

State of West Virginia

County of Marion

I, James Adam Boyers, of Fairmont, in Marion, West Virginia, MAKE OATH AND SAY THAT:

1. I, James Adam Boyers, President of Middletown Tractor Sales, confirm that the attached list of employees is complete and accurate.

STATE OF WEST VIRGINIA

COUNTY OF MARION

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 22ND day of November, 2019



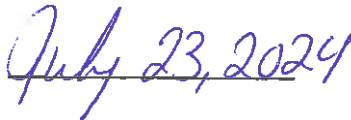
Signature

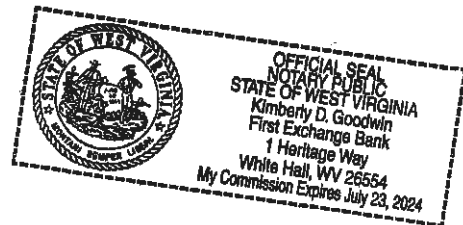
James Adam Boyers

Signature  (Seal)

NOTARY PUBLIC

My Commission expires:





Employees Working on the Project - State Residency Test

First Initial	Last Name	City	State	Minimum Residency in WV
J	BOYERS	FAIRMONT	WV	2+ Years
A	BOYERS	FAIRMONT	WV	2+ Years
B	STEVENS	GRAFTON	WV	2+ Years
A	WILLIAMS	FAIRMONT	WV	2+ Years
R	SNYDER	Fairmont	WV	2+ Years
S	CRONIN	JANE LEW	WV	2+ Years
G	FLUHARTY	WESTON	WV	2+ Years
Z	MARSH	FAIRMONT	WV	2+ Years
M	SHAVER	MONONGAH	WV	2+ Years
J	Hall	Fairmont	WV	2+ Years
T	TENNANT	Fairmont	WV	2+ Years
R	King	Fairmont	WV	2+ Years
J	Mayle	Morgantown	WV	2+ Years
B	Vangilder	Grafton	WV	2+ Years
P	Poe	Philippi	WV	2+ Years
F	Burch	Fairmont	WV	2+ Years
N	MARSH	FAIRMONT	WV	2+ Years
D	Hinerman	Worthington	WV	2+ Years
J	White	Bridgeport	WV	2+ Years
D	Smith	Jane Lew	WV	2+ Years
J	Gladwell	Fairmont	WV	2+ Years
J	JARRETT	LOST CREEK	WV	2+ Years
E	Chipps	Clarksburg	WV	2+ Years
C	Martin	Carolina	WV	2+ Years
J	Lamb	VOLGA	WV	2+ Years
J	OCHLETREE	FAIRMONT	WV	2+ Years
T	CRONIN	BURTON	WV	2+ Years
T	HARBERT	FAIRMONT	WV	2+ Years
T	WILFONG	Clarksburg	WV	2+ Years
K	TAYLOR	FAIRMONT	WV	2+ Years
C	EBERT	FAIRMONT	WV	2+ Years
S	CLAYTON	CLARKSBURG	WV	2+ Years
D	HALL	MORGANTOWN	WV	2+ Years
H	WATZKE	CLARKSBURG	WV	2+ Years
K	FETTY	FAIRMONT	WV	2+ Years
J	STRUBLE	MORGANTOWN	WV	2+ Years
M	PERRI	BRIDGEPORT	WV	2+ Years
L	WOODYARD	JANE LEW	WV	2+ Years
B	FRAME	WESTOVER	WV	2+ Years
J	MELTON	FAIRMONT	WV	2+ Years
B	THOMAS	BRUCETON MILLS	WV	2+ Years
T	FRAZIER	RIVESVILLE	WV	2+ Years
J	CRUMRINE	FAIRMONT	WV	2+ Years
J	DAVIS	FAIRMONT	WV	2+ Years
B	SWISHER	CLARKSBURG	WV	2+ Years
G	ASTERINO	FAIRMONT	WV	2+ Years
R	HAYES	FAIRMONT	WV	2+ Years
W	BARTLEY	PHILIPPI	WV	2+ Years
T	RHODES	BRIDGEPORT	WV	Less than 1 Year

Number of employees
working on the project:
49

Percent of employees residing
in WV for the previous 2
years:
98%

AFFIDAVIT

State of West Virginia

County of Marion

I, James Adam Boyers, of Fairmont, in Marion, West Virginia, MAKE OATH AND SAY THAT:

1. I, James Adam Boyers, President of Middletown Tractor Sales, am the sole owner of 100% share of the entity.

STATE OF WEST VIRGINIA

COUNTY OF MARION

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 22ND day of November, 2019



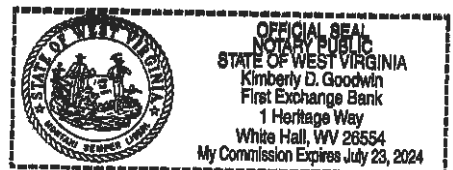
Signature

James Adam Boyers

Signature  (Seal)

NOTARY PUBLIC

My Commission expires: July 23, 2024



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

Date and Time: November 06, 2019 at 10:30 AM

Location:

WV DOH Equipment Division
83 Brushy Fork Road Crossing
Buckhannon, WV 26201

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 10/01/2019

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: **November 14, 2019 at 10:00 AM**

Submit Questions to: **Crystal Hustead**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Hustead@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: Crystal Hustead
SOLICITATION NO.: CRFQ DOT2000000052
BID OPENING DATE: November 26, 2019
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 10/01/2019

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: November 26, 2019 at 1:30 PM

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

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

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000-See Below*** per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- ***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

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

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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 WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 10/01/2019

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

42. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**REQUEST FOR QUOTATION
CRFQ DOT2000000052
(WVDOH CLASS 130) 4WD TRACTOR JOHN DEERE 5090M
OR EQUAL (7020EC07)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a (WVDOH Class 130) Four (4) Wheel Drive Utility Tractor John Deere 5090M or equal.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “WVDOH”** means West Virginia Division of Highways.
 - 2.5 “EPA”** means Environmental Protection Agency.
 - 2.6 “PTO”** means Power Take Off.
 - 2.7 “OSHA”** means Occupational Safety and Health Act.
 - 2.8 “MPH”** means miles per hour.
 - 2.9 “GPM”** means gallons per minute.
 - 2.10 “PSI”** means pounds per square inch.
 - 2.11 “ROPS”** means Roll-over Protection Structures.
 - 2.12 “RPM”** means Revolutions per minute.
 - 2.13 “CCA”** means cold cranking amps.
 - 2.14 “SCV”** means selective control valve

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2.15 "MBG" means medium brush and grass

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 General – 4 Wheel Drive Tractor general mandatory requirements.

3.1.1.1 Unit shall be 4-wheel drive.

3.1.1.2 Wheelbase shall be 90 inches minimum.

3.1.1.3 Tractor dry weight (without ballast): shall be 8,700 lbs. minimum.

3.1.1.4 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

3.1.2 Engine – The following are mandatory requirements related to the tractor's engine.

3.1.2.1 Engine shall be Tier 4 final.

3.1.2.2 Shall have 74 PTO horsepower minimum.

3.1.2.3 Shall be Manufacturers standard (4) four-cylinder minimum, water cooled, diesel powered engine.

3.1.2.4 Shall be Manufacturers standard governor with engine key shut off, wire sealed by Manufacturer.

3.1.3 Engine Lubrication System – The following are mandatory requirements related to engine's lubrication system.

3.1.3.1 The engine shall have full pressure lubrication with oil filter and oil bypass system.

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3.1.3.2 Shall have engine oil cooler

3.1.4 Engine Cooling System – The following are mandatory requirements related to the engine's cooling system.

3.1.4.1 Shall have manufacturer's largest cooling system offered.

3.1.4.2 Cooling system shall be equipped with a coolant recovery tank and sight glass.

3.1.4.3 Shall have engine air filtration system.

3.1.4.4 Shall have Dry type dual element (2 stage) air cleaner with self-dumping valve.

3.1.4.5 Unit shall have an air filter restriction indicator that is operator visible when service is required.

3.1.5 Exhaust System – The following are mandatory items related to the exhaust system.

3.1.5.1 The muffler shall be mounted in compliance with Tier 4 final standards and not interfere with the articulated boom mower.

3.1.6 Electrical System – The following are mandatory items related to the electrical system.

3.1.6.1 Unit's electrical system shall be manufacturer's noise suppression wiring and must have 12 volts negative ground.

3.1.6.2 Shall have Neutral start switch (for safety purposes)

3.1.6.3 Shall have minimum 1200 cold cranking amp (CCA) battery.

3.1.6.4 Shall have Manufacturer factory back up alarm.

3.1.7 Charging System – The following are mandatory items related to the charging system.

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3.1.7.1 Charging system shall be 12volt negative ground with minimum 120 Amp alternator

3.1.8 Engine Fuel System – The following are mandatory requirements related to the engine’s fuel system.

3.1.8.1 Dual stage fuel filtering shall be installed on unit bid.

3.1.8.2 Unit shall have a fuel water separator.

3.1.8.3 Shall have largest manufacture DEF tank offered not to interfere with articulated boom mower.

3.1.9 Lighting – The following are mandatory requirements related to the lights.

3.1.9.1 Unit shall have Whelen IX4AC liberty II LED amber and white lightbar or equal, mounted on the top rear center of cab by use of brackets.

3.1.9.2 Shall have two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch.

3.1.9.3 Shall have four (4) LED roof mounted work lights; two (2) front and two (2) rear.

3.1.9.4 Shall have fender mounted rear taillights and turn signals.

3.1.9.5 Unit shall have seven pin (7) factory installed terminal out socket to provide lighting for towed equipment.

3.1.9.6 Shall have four (4) roof mounted flashing warning lights; two (2) front and two (2) rear .

3.1.9.7 Unit shall be provided with console and dome lighting.

3.1.10 Unit Instrumentation – The following are mandatory requirements related to the unit’s instrument panel.

3.1.10.1 Unit Instrumentation shall include:

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- A. Tachometer
- B. Speedometer
- C. Hour meter operable from engine operation not key switch
- D. Coolant temperature indicator with audible buzzer or warning light
- E. Oil pressure indicator with audible buzzer or warning light
- F. Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

3.1.11 Clutch - The following are mandatory requirements related to the clutch.

3.1.11.1 Clutch shall be wet type.

3.1.11.2 Shall be equipped with a de-clutch button on gear shift lever, requiring no foot clutch usage while shifting range gears.

3.1.12 Transmission – The following are mandatory requirements related to the transmission’s design and arrangement.

3.1.12.1 Shall have power shift design, power shuttle provides powershifting through the gears of each range and must have a transmission that can be shifted on the go within the speed gears.

3.1.12.2 Shall have transmission forward and reverser control that can be shifted from forward to reverse without the use of a clutch and shifted on the go.

3.1.12.3 The unit shall have a minimum of 15 forward speeds and 15 reverse speeds.

3.1.13 Differential – The following are mandatory requirements related to the differential.

3.1.13.1 Shall have manufacturer’s differential lock engagement and disengagement capability and must be able to engage differential lock on the go.

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3.1.14 Front Axle – The following are mandatory requirements related to the front axle.

3.1.14.1 Manufacturers standard 4-wheel drive unsuspended front axle with limited slip differential.

3.1.15 Rear Axle – The following are mandatory requirements related to the rear axle.

3.1.15.1 The rear axle shall be flanged-type axle.

3.1.16 Planetary Final Drives – The following are mandatory requirements related to the tractor's planetary final drives.

3.1.16.1 Planetary final drives shall be in board type.

3.1.17 Hydraulic System – The following are mandatory requirements related to the tractor's hydraulic system.

3.1.17.1 Tractor hydraulic system shall be open or closed center; pressure flow compensated load sensing type and provide 18 GPM minimum implement pump flow, 6 GPM flow minimum for power steering.

3.1.17.2 Tractor shall have a minimum of three (3) mechanically controlled SCV control valves with a minimum of one being manufacturers deluxe model with three (3) detent positions and with Hydraulic flow adjustment. Exhibit C

3.1.17.3 Shall have hydraulic hoses that can be coupled and uncoupled while tractor is running.

3.1.18 Brakes – The following are mandatory requirements related to the brakes.

3.1.18.1 Manufacturer's standard park braking system shall be provided.

3.1.18.2 Tractor shall have hydraulic actuated service brakes.

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3.1.18.3 Tractor shall have wet-type disk brakes which must be both self-adjusting and equalizing.

3.1.19 Tires – The following are mandatory requirements related to the tires.

3.1.19.1 Front tire shall be minimum 340/85R24 R1W radial or equal.

3.1.19.2 Rear tires shall be minimum 18.4R30 R1W radial or equal.

3.1.20 Three Point Hitch – The following are mandatory requirements related to the hitch.

3.1.20.1 Hitch shall have external switch to control raising and lowering from rear of tractor for safety purposes.

3.1.20.2 Hitch lift capacity shall be 5,800 lbs. minimum at 24 inches behind lift point.

3.1.20.3 Hitch shall be electro-hydraulically operated.

3.1.20.4 Three-point hitch shall be Category II with telescopic end links.

3.1.20.5 Center link shall be Category II with ball ends.

3.1.20.6 Shall be equipped with right and left side adjustable draft link stabilizer bars.

3.1.20.7 Shall be equipped hand adjustable lift rod(s) to adjust the horizontal plane of implements.

3.1.20.8 Draw bar shall swing and be adjustable.

3.1.20.9 Lift arm cylinders shall be mounted externally and be a min 68 millimeters diameter

3.1.21 Cab and Related Accessories – The following are mandatory requirements related to the cab and accessories.

3.1.21.1 Cab shall be OSHA approved ROPS.

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- 3.1.21.2** Cab shall be standard model for unit bid mounted by the manufacturer insulated and pressurized
- 3.1.21.3** Cab shall have Polyshield, or equal on right side 1/2-inch-thick minimum with anti-scratch coating on both sides, installed into the original cab manufactured door and side window. Windows shall be tinted at all locations.
- 3.1.21.4** Cab unit shall be equipped with heater, defroster, air conditioning and standard AM/FM radio with Bluetooth and shall be installed by the manufacturer.
- 3.1.21.5** Cab shall be equipped with an additional retractable instructional seat, for safe operator training
- 3.1.21.6** Cab shall have two (2) lockable entry doors keyed alike; one (1) left and one (1) right.
- 3.1.21.7** Seat shall be cloth covered type protected with scotch guard (or equal) and equipped with a seat belt and air suspension.
- 3.1.21.8** Seat shall have a height and swivel adjustment and be heated.
- 3.1.21.9** Seat shall be equipped with adjustable arm rests.
- 3.1.21.10** Unit shall be equipped with a tilt/telescoping steering wheel.
- 3.1.21.11** Toolbox shall be provided, weather resistant, lockable, and mounted for operator convenience.
- 3.1.21.12** Air conditioner condenser shall have a screen protecting it from debris, that is both removable and cleanable.
- 3.1.21.13** Cab unit shall have front and rear windshield wipers washers.
- 3.1.21.14** Tractor shall have Left and right-side view mirrors and in cab rear view mirror.

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3.1.21.15 Cab and tractor shall have a type of non-skid step (steps) and hand holds for safety purposes.

3.1.21.16 Unit shall be equipped with a first aid kit mounted inside of cab.

3.1.21.17 All features that are manufacturer's standard equipment that are not specifically addressed above shall be provided.

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

3.1.22 PTO Requirements – The following are mandatory requirements related to the PTO (power take off).

3.1.22.1 Tractor shall have a minimum of 540 PTO R.P.M.

3.1.22.2 Tractor shall be setup to operate 540rpm PTO implements as well as 1000rpm PTO implements.

3.1.22.3 PTO shall be able to be engaged and disengaged on the go and be independent operating style

3.1.22.4 Shall be equipped with PTO active warning that is seat activated.

3.1.23 Paint – The following are mandatory items related to the color of unit.

3.1.23.1 The tractor shall be painted manufacturer's standard color.

3.1.24 Miscellaneous – The following mandatory items are related to the mower.

3.1.24.1 Complete unit shall be delivered with all manufacturers' safety features intact.

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3.1.24.2 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

3.1.24.3 Complete unit shall be delivered with all manufacturers' safety features intact.

3.1.24.4 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

3.2 Vendor

3.2.1 Vendor Responsibility:

3.2.1.1 The vendor is responsible to furnish a 4-wheel drive tractor utility tractor that is properly engineered and that confirms to all and any laws governing such equipment.

3.2.1.2 Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery, if applicable.

3.2.2 Representative Unit for Test:

3.2.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals,

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and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.2.3 Operating and Service Manuals and Parts Lists:

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

3.2.4 Training:

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

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

**WVDOH
Training Academy**

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P.O. Box 610
Buckhannon, West Virginia 26201

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

3.2.5 Preventative Maintenance & Operator Procedures:

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

3.2.6 Warranty and Service Policy:

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

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to calculate the total

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bid amount. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

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

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

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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 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the contract.

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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.

3. MISCELLANEOUS:

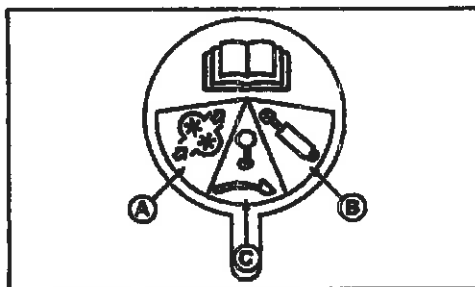
3.1 No Substitutions: Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

3.2 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

3.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Adam Boyers
Telephone Number: (304) 366-4690
Fax Number: (304) 366-4698
Email Address: Adam@MiddletownTractor.com

Deluxe Selective Control Valves (300, 301, and 450 Series)



CQ294041-UN-31JUL12

A - Constant Flow

B - Detent

C - No Lock

Deluxe selective control valves have three functions that are selected with the control knob at the top of the valve:

A - Constant flow function maintains the engaged SCV lever in the Raise or Lower position until it is manually moved. Use this function to supply equipment that requires a constant oil flow, such as hydraulic motors.

B - Detent function keeps the SCV lever in the Raise or Lower position until the hydraulic system pressure reaches a predetermined value, for example: when a hydraulic cylinder reaches the limit of its travel. After that, the SCV lever automatically returns to the Neutral position.

C - In this position, no lock is engaged. The SCV lever returns to Neutral position when released.

The pressure connection (for example, the extendible cylinder) can be connected to the lower or upper quick coupler.

These selective control valves prevent loss of pressure through leaks when the engine is stopped.

LS87647,0000020-19-20161027

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Exhibit C