



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

State of West Virginia
 Centralized Request for Quote
 Equipment

09/15/21 11:13:03
 WV Purchasing Division

| | | | |
|--|----------------------------|---|----------------|
| Proc Folder: 909015 | | Reason for Modification: | |
| Doc Description: ADDENDUM NO_7 Skid Steer | | Addendum No. 7 - to move the bid opening to 09/15/2021. | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2021-09-07 | 2021-09-15 13:30 | CRFQ 0803 DOT2200000018 | 8 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000218337
 Vendor Name: **BOYD COMPANY**
 Address: 10001
 Street: **LYNN STATION RD.**
 City: **LOUISVILLE**
 State: **KY** Country: **USA** Zip: **40223**
 Principal Contact: **MATT CONNER**
 Vendor Contact Phone: (304) 759-6400 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor
 Signature X

FEIN# 610401854

DATE 9/15/2021

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

ADDITIONAL INFORMATION

ADDENDUM NO_7

1. To move the bid opening from 09/08/2021 to 09/15/2021. Bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|----------|------------|--------------------------|----------------------------|
| 1 | Skid Steer | 10.00000 | EA | \$147,920. ⁰⁰ | \$1,479,200. ⁰⁰ |


| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|----------|
| 22101509 | CATERPILLAR | SKID STEER | 299D3 XE |

Extended Description:
Skid Steer

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--------------------------------------|------------|
| 1 | Prebid Meeting 10:00am in Buckhannon | 2021-08-10 |
| 2 | Tech Questions due by 10:00am | 2021-08-16 |

VENDOR: Boyd Company Class 351

| Item No. | Description: | Model & Part Number Being Bid | Estimated Unit Quantity | Unit Price | Item Total Cost |
|--|---|-------------------------------|-------------------------|--------------|-----------------------|
| 1 | John Deere 333G or equal | CAT 299D3 XE | 10 | \$85,563.00 | \$855,630.00 |
| 2 | John Deere CP18E or equal | CAT PC305 | 10 | \$ 14,591.00 | \$145,910.00 |
| 3 | John Deere CP24E or equal | CAT PC406 | 10 | \$ 16,387.00 | \$163,870.00 |
| 4 | John Deere CP30E or equal | CAT PC408 | 10 | \$ 17,991.00 | \$179,910.00 |
| 5 | John Deere BA96C angle broom or equal | Sweepster 96" Angle Broom | 10 | \$ 8,208.00 | \$82,080.00 |
| 6 | John Deere pick-up broom BR72C or equal | CAT BP115C | 10 | \$ 5,180.00 | \$51,800.00 |
| Total Bid Cost | | | | | \$1,479,200.00 |
| Bid Will Be Awarded To The Lowest Overall Bid Total For All Items | | | | | |
| Vendor Information | | | | | |
| Company Name: Boyd Company | | | | | |
| Contact Manager: Matthew E. Conner | | | | | |
| Address: 10001 Linn Station Road, Louisville, KY 40223 | | | | | |
| Phone: (304) 759-6400 | | | | | |
| Fax: (304) 759-6404 | | | | | |
| E-mail: MatthewConner@BoydCat.com | | | | | |
| Signature:  | | | | | |

SOLICITATION NUMBER: CRFQ DOT2200000018

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Attach Pre-Bid Sign-in Sheets

Bid Opening remains 08/24/21 at 1:30pm

Terms and Conditions:

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000018

Date of Pre-Bid Meeting: August 10, 2021 10: A.M.

Location of Prebid Meeting: Equipment Division, Buckhannon WV

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.

| Firm Represented:* | Rep Name (Printed): | Firm Address: | Telephone #: | Fax #: | Email: |
|---------------------|---------------------|--------------------------------------|--------------|--------------|-----------------------------------|
| Anderson Equipment | Bert Smith | 1 Andy's Way Charleston, WV. | 304-756-2800 | 304-366-7214 | bhahn@AndersonEquipment.com |
| Middletown Tractor | MIKE SHAWES | 2050 Boyers DR. Fairmont WV | 304-366-4690 | 304 366 4698 | Mike @ M.dollertowntractor.com |
| Middletown Tractor | Tabatha Cronin | 2050 Boyers Dr Fairmont WV | 304-366-4690 | 304-366-4698 | imeirett@mddletowntractor.com |
| Risk Eq. | MIKE BICKERSTAFF | 100 Helixway Loop Sport. WV 26330 | 304-842-3511 | 304-842-6026 | mblicke_staff@fish.com |
| Boyd Cat | Eric Rainey | 3 Park Rd Martinsburg WV 25143 | 304-389-4190 | 304-759-6404 | eric.rainey@Boydcat.com |
| Cleveland Bros. Cat | Josh Hinkle | Rt 76 East Bridgeport WV 26330 | 304.641.2060 | 304.842.6806 | jhinkle@clevelandbrothers.com |

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000018
 Date of Pre-Bid Meeting: August 10, 2021 10: A.M.
 Location of Prebid Meeting: Equipment Division, Buckhannon WV

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> |
|---|----------------------------|--|--------------------|---------------|---------------------------|
| Jefferts Corp. Bobcat of Advantage Valley | Jeremy Dosier | 614 New Goff Mtn Rd Cross Lanes, WV 25313 | 304-776-9100 | | jeremydosier@jefferts.com |
| MU TRACTOR CO | MIKE GRADY | 214 VA ST W CHARLESTON WV 25302 | 304-346-5301 | 304-346-5305 | mutractor@msn.com |
| Leslie Equipment Co. | Bo Kester | 2098 Lillian Lane Pleasant Valley, WV 26554 | 304-534-5454 | 304-534-5358 | kesterbo@LECL.com |
| Leslie Equip. Co. | Trent May | 19 Goff Crossing Drive Cross Lanes, WV 25313 | 304-542-0433 | 304-204-1811 | maytrent@lecl.com |
| State Equipment, Inc. | Seth Gardner | 560 ^{NW} Goff Mountain Rd. Cross Lanes, WV 25313 | 304-776-4405 | 304-776-4409 | Seth@stateequipment.com |
| PARCS | Donnie Bensenhaver | 242 West Main St. S. / 7th, WV 26426 | 304-871-1478 | | dbensenhaver@parcs.com |

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Pre-Bid Sign-In Sheet

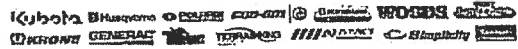
Solicitation Number: CRFQ DOT2200000018
 Date of Pre-Bid Meeting: August 10, 2021 10: A.M.
 Location of Prebid Meeting: Equipment Division, Buckhannon WV

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 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.

| Firm Represented:* | Rep Name (Printed): | Firm Address: | Telephone #: | Fax #: | Email: |
|--------------------|---------------------|--|--------------|--------|------------------------|
| WVDOH | Pam Hall | 83 Brushy Fork Rd crossing Buckhannon, WV | 304-471-0139 | | pamela.j.hall@wv.gov |
| WVDOH | JD Hiler | 83 Brushy Fork crossing Buckhannon WV 26201 | 304-471-0141 | | |
| WVDOH | Justin Godwin | 83 Brushy Fork Crossing Buckhannon WV 26201 | 304-471-0141 | | |
| WVDOH | Valerie Sayre | 1900 Kanawha Blvd E Charleston, WV 25305 | 304-414-7124 | | valerie.r.sayre@wv.gov |
| | | | | | |
| | | | | | |

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



Donnie Bensehaver
 Mobile Sales
 304-871-1478

72 Rudville Rd.
 Bruceton Mills, WV 26525
 Fax 304-378-4395
 Email: dbensehaver@parcs.com

WORK HARD PLAY HARDER...PARCS

www.PARCS.com

OFFICE (304) 346-5301
 (800) 640-824E



WEST VIRGINIA TRACTOR COMPANY
 CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

www.wvtractor.com

MICHAEL P. GRADY
 VICE PRESIDENT
 Cell (304) 389-7082

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

gradyjgabe@msn.com

Anderson EQUIPMENT COMPANY
 Your COMPLETE Equipment Solution

Bert Smith
 Sales Representative

Fairmont Branch
 2007 Ruskin Drive
 Pleasant Valley, WV 26554
 bsmith@andersonequip.com
 Phone: 304-366-3076, Ext: 4206
 Fax: 304-366-7214
 Mobile: 304-614-5811

www.andersonequip.com



"Run with the Best"

Trent May

Sales Representative

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



JOHN DEERE

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



Bobcat of Advantage Valley

Jeremy Dosier | Bobcat Sales Specialist

614 New Goff Mtn Rd | Cross Lanes, WV 25313
 304.776.9100 Office | 304.541.3122 Cell
 jeremydosier@jelferds.com
 www.bobcatwv.com



MIKE BLICKENSTAFF
 Territory Manager

KOMATSU



"Safety Focused - Support Driven"
 www.rish.com

100 Heliport Loop
 Bridgeport, WV 26330
 Office: 304-842-3511
 Fax: 304-842-6126
 Cell: 304-677-3881
 mblickenstaff@rish.com



"Run with the Best"

Bo Kesler

Corporate

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 Pleasant Valley, WV 26554
 keslerbo@lec1.com
 www.lec1.com



JOHN DEERE

Office: 304-534-5454
 Fax: 304-534-5888
 Cell: 304-612-7971

STATE EQUIPMENT, INC.



SETH GARDNER
 INSIDE SALES/RENTAL DEPT.

CELL: 304-533-6020
 OFFICE: 304-776-4405
 FAX: 304-776-4409

560 NEW GOFF MOUNTAIN RD.
 CROSS LANES, WV 25313

EMAIL: SETH@STATEEQUIPMENT.COM
 WWW.STATEEQUIPMENT.COM





Eric Ramey
Regional Sales
Manager

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304.389.4190 mobile

EricRamey@boydcat.com
www.boydcat.com



MIDDLETOWN
TRACTOR SALES
www.middletontractor.com

Mike Shaver
Corporate Sales Manager



JOHN DEERE



Make Your Main Factor...Middletown Tractor

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Fairmont, WV 26554
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304-366-4690
Cell: 304-657-1624
Toll Free 1-877-98DEERE

mike@middletontractor.com



Joshua J. Hinkle
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www.clevelandbrothers.com

mobile: 304-641-2080
home: 304-269-5232

SOLICITATION NUMBER: CRFQ DOT2200000018

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening moves to 09/02/21 at 1:30pm

Terms and Conditions:

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

SOLICITATION NUMBER: CRFQ DOT2200000018

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening remains 09/02/2021 at 1:30pm

Terms and Conditions:

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

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2200000018

SKID STEER

The original language in contract will be listed first with questions and answers to follow below.

1. Question: It looks like all the roller units will be delivered to the 83 Brushy Fork Rd Crossing, Buckhannon. If this is correct, do you know if these will be moved to different counties within the state once they are in your possession?

Answer: Yes they will be delivered here, and yes they will be distributed throughout the state.

2. 3.1.1.3 Gross horsepower must be 100 minimum.

Question # 1: Would you accept 90 gross horsepower?

Question # 2: Would you allow a gross horsepower minimum of 91.2?

Question # 3: Gross horsepower be changed from 100 min to 90 min?

Answer: No. Leave as written.

3. 3.1.1.4 Operating weight must be a minimum 12000.

Question # 1: Could the minimum operating weight be 11,900?

Question # 2: Would you accept 11,354 LB operating weight?

Question # 3 Operating wt. be changed from 12000 min to 10,610 min?

Answer: No. Leave as written.

4. 3.1.1.6 Fuel capacity must be a minimum of 30 gallons.

Question # 1: Would you accept 25.5 gallons?

Question # 2: Fuel cap be changed from 30 gal min to 25.5 gal min?

Answer: No. Leave as written.

5. 3.1.1.7 Hydraulic system must be a minimum of 14 gallons.

Question # 1: Would you accept 11.9 gallons?

Question # 2: Hydraulic system be changed from 14 gal min. To 11.35 gal min?

Answer: No. Leave as written.

6. 3.1.1.8 Diesel exhaust fluid tank must be a minimum of 5 gallons if required by the machine.

Question # 1: Would you accept 2.8 gallons?

Question # 2: Diesel exhaust fluid tank be changed from 5 gal min to 2.8 gal min?

Answer: No. Leave as written.

7. 3.1.1.10 Must have a variable speed cooling fan with reversing functionality.

Question: Would you accept a single speed hydraulic driven fan?

Answer: No. Leave as written.

8. 3.1.1.12 Must have a 5 micron primary fuel filter and water separator.

Question: 5 micron primary fuel filter and H₂O separator be changed to 4 micron?

Answer: Yes will accept 4 or 5 micron.

9. 3.1.2.1 Tipping load-foundry minimum 10000 pounds.

Question # 1: Would you accept tipping load of 9,000 pounds?

Question # 2: Tipping load foundry 10000 min be changed to 9000 min?

Answer: No. Leave as written.

10. 3.1.2.2 Bucket breakout must be rated for a minimum of 9000 pounds with construction bucket.

Question: Our machine has a tilt cylinder breakout of 7270 pounds. Are you considering this to be the same as bucket breakout force? Some manufacturers use a combination of lift and tilt forces to derive a "bucket breakout force" that looks higher on paper-often times exceeding the static tipping load of the machine. Please clarify?

Answer: Will accept 7270 pounds breakout force at a minimum

11. 3.1.2.3 Maximum ground pressure 6 pounds per square inch.

Question # 1: Would you accept ground pressure of 4.6 pounds per square inch?

Question # 2: Max ground pressure 6 lb per sq in be changed to 4.6 pounds per square inch?

Answer: Yes. will accept 4.6 pounds per square inch

12. 3.1.2.4 Tipping load at 35% 3500 pounds minimum.

Question # 1: Would you accept tipping load at 35% of 3,150 pounds?

Question # 2: Tipping load at 35% 3500 lbs min be changed to 3150 lbs min?

Answer: No. Leave as written.

13. 3.1.3.1 Height to top of cab must be a minimum of 83.6 inches.

Question # 1: Would you accept a height of 80.4?

Question # 2: Height to top of cab 83.6 inches min be changed to 80.5.

Answer:No. Leave as written.

14. 3.1.3.2 Minimum width with no bucket must be 77 inches.

Question: Would you accept width of 76.5 inches?

Question # 2: Min width w/no bucket 77 inches, be changed to 76.5 min?

Answer: No. Leave as written.

15. 3.1.3.4 Length with bucket on the ground 145 inches minimum.

Question:1 Would you accept length of 144.6 inches?

Question Minimum width with no bucket must be 77 inches be changed to 76.5

Answer: No. Leave as written.

16. 3.1.3.6 Bucket breakout force with foundry bucket must be a minimum of 13000 pounds.

Question # 1: Would you accept bucket breakout force of 9,188 pounds?

Question # 2: Same as question 3.1.2.2 above. But , this spec should be removed anyways because there is no line item to provide a foundry bucket.

Question # 3: Bucket breakout force/w/bucket of 13000 lbs min be changed to 9188 lbs min?

Answer: Foundry bucket could be purchased at any time after the sale to be used on the unit bid. Will accept 9188 pounds.

17. 3.1.3.8 Must be capable of reaching 10 feet 8 inches height to hinge pin.

Question: Our machine reaches 10.525 feet. Will this be acceptable?

Answer: Yes. Will accept

18. 3.1.4.2 Hydraulic flow must be a minimum 41 gallons per minute.

Question # 1: Our machine has a flow of 40 GPM in High Flow setting, which is high enough to run all of the attachments you have specified, as well as any other attachments you would ever run. Will this be acceptable?

Question # 2: Would you accept 39.5 gallons per minute?

Question # 3: Hydraulic flow w/min 41 gals per minute be changed to 39.9 gals per minute?

Answer: Question #1 Yes. Will accept 40 GMP

Question #2 No. Will not accept 39.5 GPM

Question #3 No. Will not accept 39.9 GPM

19. 3.1.4.3 Hydraulic power must have a minimum rating of 80 horsepower.

Question: Would you accept hydraulic horsepower rating of 79.5?

Answer: No. Leave as written.

20. 3.1.5.7 Decibel rating inside cab must be a maximum of 83.

Question: Can this be changed to 84 min?

Answer: No. Leave as written.

21. 3.1.5.9 Must have two rear tail-lights.

Question: All lights be changed from LED to Halogen?

Answer: No. All lighting shall be LED

22. 3.1.5.12 Must have an across the shoulder and lap seat belt.

Question: Our machine only has a lap belt. Will this be acceptable?

Answer: Will accept either.

23. 3.1.5.16 Joysticks must be switchable from ISO to H pattern controls along with 3 pin and 14 pin attachment control harness installed.

Question: It appears that the 3 pin is Deere specific or implement specific. What will be the need for the 3 pin?

Answer: Deere attachments cannot be used without supplying the 3 pin connection.

24. 3.1.6.1 Tracks must be rubber with steel inserts and a zig zag lug pattern.

Question: Will you accept a rubber track with steel inserts that is not zig zag pattern?

Answer: No. Leave as written.

25. 3.1.6.5 Must have wet-disc brakes.

Question: Must have wet-disc brakes be equal to New-Holland dynamic braking through hydraulic transmission?

Answer: No

26. 3.1.6.6 Must have five triple flange smooth ride all steel rollers per side.

Question # 1: Would you accept 4 rollers instead of 5?

Question # 2: Five triple flange smooth ride all steel rollers per side be changed to 4 rollers per side?

Answer: No. Leave as written.

27. 6.1 Delivery Time: A completed pilot model for inspection must be provided within 30 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 90 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 # 1: Would you accept 90 days for the pilot model, and 180 days after approval for the rest of the order?

Question # 2: We would like to ask that delivery time for the pilot model be extended to 120 working days and the standard orders be extended to 180 working days.

Question # 3: Due to the pandemic there is a delay in receiving equipment. Will you accept a later delivery?

Question # 4: Due to the shortage of building components and workers due to 2020 pandemic, no manufacturer (John Deere, Cat, New Holland, etc) are providing any firm lead times. Can the delivery times and 3.1.1.1 one yr min production time on solicitation DOT2200000018 be changed subject to change due to all manufactures not providing firm lead times?

Answer: Will accept 120 working days for the pilot and 220 working days for standard orders.

SOLICITATION NUMBER: CRFQ DOT2200000018

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000018 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening remains 09/02/2021 at 1:30pm

Terms and Conditions:

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

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2200000018

SKID STEER

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

- 1. 6.1 Delivery Time:** A completed pilot model for inspection must be provided within 30 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 90 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: Please confirm and explain on 6.1 what a complete pilot model for inspection within 30 days after receipt of the pilot model order?

Answer: On addendum # 3 released 08/23/2021 the delivery dates were changed to 120 working days for the pilot and 220 working days for the standard orders. A pilot model is ordered as a single unit that is used to prove the vendor capable of supplying equipment meeting the build specification.

SOLICITATION NUMBER: CRFQ DOT2200000028

Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000028 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening remains 09/01/2021 at 1:30pm

Terms and Conditions:

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**ADDENDUM FOR PRE-BID
CRFQ 0803 DOT2200000028
ABOVE GROUND FUEL TANKS**

1. **Question:** There is no list of tank accessories for the 500 gl. tanks. Do you want accessories for the 500's?

Answer: No

1. **Question:** Should the tank accessories be shipped loose or installed at the factory?

Answer: Accessories to be shipped loose

1. **Question:** Says the quote should be good for (1) year. That is not realistic with steel etc. increasing. Can we say pricing good for 60 days?

Answer: No. Contract length is for one year. Prices cannot change up or down during the contract term.

1. **Question:** Where in West Virginia are these tanks shipping? All over the state? One central location?

Answer: The 500's will be shipped to Buckhannon WV. The other sizes will be shipped to various locations across the state after an order is placed.

1. **Question:** Is the due date still 9/1/2021?

Answer: The solicitation closes on 09/01/2021.

SOLICITATION NUMBER: CRFQ DOT2200000018

Addendum Number: 6

The purpose of this addendum is to modify the solicitation identified as CRFP DOT2200000001 ("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. The bid opening has moved from 09/02/2021 to 09/08/2021. The bid opening time remains at 1:30 pm.
2. An incorrect attachment entitled "ADDENDUM NO 5 CRFQ DOT2200000028.PDF" was inadvertently attached to the CRFQ for Addendum No. 5 issued on 8/30/2021.

Disregard this attachment. Please see attachment entitled "ADDENDUM NO 6".

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.

SOLICITATION NUMBER: CRFQ DOT2200000018
Addendum Number: 7

The purpose of this addendum is to modify the solicitation identified as CRFP DOT2200000001 ("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. The bid opening has moved from 09/08/2021 to 09/15/2021. The bid opening time remains at 1:30 pm.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000018

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:

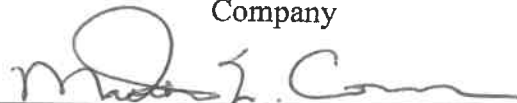
(Check the box next to each addendum received)

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

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

Boyd Company

Company



Authorized Signature

9/15/21

Date

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

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:

DOH
Equipment Division
83 Brushy Fork Rd Crossing
Buckhannon, WV 26201
August 10, 2021 @ 10:00am

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

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

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

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

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

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

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

Question Submission Deadline: August 16, 2021 by 10:00am

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

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

6. BID SUBMISSION: All bids must be submitted 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: | Skid Steer |
| BUYER: | John Estep |
| SOLICITATION NO.: | CRFQ 0803 DOT2200000018 |
| BID OPENING DATE: | August 24, 2021 |
| BID OPENING TIME: | 1:30 PM |
| FAX NUMBER: | 304-558-3970 |

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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 a 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 prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: August 24, 2021 @ 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 must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <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.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Award and the initial contract term extends until one (1) year.

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

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

10. [Reserved]

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

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

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

Revised 07/01/2021

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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

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.

Matthew E. Conner, SALES REPRESENTATIVE

(Name, Title)

Matthew E. Conner, SALES REPRESENTATIVE

(Printed Name and Title)

3 PARK ROAD, HUB INDUSTRIAL PARK, NITRO, WV 25143

(Address)

(304) 759-6400 / (304) 759-6404

(Phone Number) / (Fax Number)

Matthew.Conner@BoydCat.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Boyd Company

(Company)

Matthew E. Conner, Matthew E. Conner, SALES REPRESENTATIVE

(Authorized Signature) (Representative Name, Title)

Matthew E. Conner, SALES REPRESENTATIVE

(Printed Name and Title of Authorized Representative)

9/15/21

(Date)

(304) 759-6400 / (304) 759-6404

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
John Deere 333G or Caterpillar 299D3 XE Skid Steer or Equal

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G or Caterpillar 299D3 XE Skid Steer 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”** means the list of items identified in Section 3.1 below and on the pricing pages.

2.2 **“Pricing Page”** means the pages, contained in WV OASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **“PSI”** means an abbreviation Pounds per square inch.

2.5 **“Total Bid Price”** means the sum of the bid total column.

2.6 **“ISO”** means International Organization for Standardization.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **GENERAL**

3.1.1.1 Must be new and a current production model with a minimum one year production time and a minimum of 25 units sold.

3.1.1.2 Prototypes and demonstrator models will not be accepted.

3.1.1.3 Gross horsepower must be 100 minimum.

3.1.1.4 Operating weight must be a minimum 12000.

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- 3.1.1.5 Must be a two-speed transmission and be capable of a minimum 7 miles per hour travel speed.
- 3.1.1.6 Fuel capacity must be a minimum of 30 gallons.
- 3.1.1.7 Hydraulic system must be a minimum of 14 gallons.
- 3.1.1.8 Diesel exhaust fluid tank must be a minimum of 5 gallons if required for the machine.
- 3.1.1.9 Engine must meet tier 4 final emissions regulations.
- 3.1.1.10 Must have a variable speed cooling fan with reversing functionality.
- 3.1.1.11 Electrical system must be 12 volt with a minimum 925 cold crank amp battery and minimum 80 amp alternator.
- 3.1.1.12 Must have a 5 micron primary fuel filter and water separator.
- 3.1.1.13 Must have a backup alarm.
- 3.1.1.14 Must be telematics ready.

3.1.2 Capacity

- 3.1.2.1 Tipping load- foundry minimum 10000 pounds.
- 3.1.2.2 Bucket breakout must be rated for a minimum of 9000 pounds with construction bucket .
- 3.1.2.3 Maximum ground pressure 6 pound per square inch.
- 3.1.2.4 Tipping load at 35% 3500 pounds minimum.

3.1.3 Frame and Bucket

- 3.1.3.1 Height to top of cab must be a minimum of 83.6 inches
- 3.1.3.2 Minimum width with no bucket must be 77 inches.
- 3.1.3.3 Bucket must be self-leveling on both raise and lower.

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- 3.1.3.4 Length with bucket on the ground 145 inches minimum.
- 3.1.3.5 Minimum ground clearance shall be 9 inches.
- 3.1.3.6 Bucket breakout force with foundry bucket must be a minimum of 13000 pounds.
- 3.1.3.7 Construction bucket must be heaviest duty available 84 inches wide and have a replaceable bolt on straight cutting edge.
- 3.1.3.8 Must be capable of reaching 10 feet 8 inches height to hinge pin.
- 3.1.3.9 Must be a quick attach style for bucket and attachment.
- 3.1.3.10 Lifts arms must be cushioned slowing the downward motion just before the arms reach their stops.
- 3.1.3.11 Cylinder connection points must have replaceable bushings.

3.1.4 Hydraulic

- 3.1.4.1 Hydraulic pressure must be a minimum of 3450 PSI
- 3.1.4.2 Hydraulic flow must be a minimum 41 gallons per minute.
- 3.1.4.3 Hydraulic power must have a minimum rating of 80 horse power.
- 3.1.4.4 Must have quick coupler hydraulic fittings attachable under pressure for running attachments.

3.1.5 Cab

- 3.1.5.1 Cab must be pressurized, heat and air conditioned.
- 3.1.5.2 Seat must be cloth high backed heated and air suspension, recline and lumbar support.
- 3.1.5.3 Machine information and diagnostics must be shown on an LCD display in the cab.

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John Deere 333G or Caterpillar 299D3 XE Skid Steer or Equal

- 3.1.5.4** Must have a factory installed back up camera.
- 3.1.5.5** Must have top, rear and side windows.
- 3.1.5.6** Must have a horn
- 3.1.5.7** Decibel rating inside cab must be a maximum of 83.
- 3.1.5.8** Must have a rotating beacon light factory installed.
- 3.1.5.9** Must have two rear tail-lights
- 3.1.5.10** Must have two rear led work lights, two front led work lights and two side facing led work lights.
- 3.1.5.11** Must have hazard warning lights.
- 3.1.5.12** Must have an across the shoulder and lap seat belt.
- 3.1.5.13** Must have manufacturers strongest door offered for severe-duty and have a windshield wiper.
- 3.1.5.14** Must have AM/FM radio with auxiliary input and Bluetooth manufacturer installed.
- 3.1.5.15** Rear grille must be heaviest duty available.
- 3.1.5.16** Joysticks must be switchable from ISO to H pattern controls along with 3 pin and 14 pin attachment control harness installed.

3.1.6 Tracks and Drive

- 3.1.6.1** Tracks must be rubber with steel inserts and a zig zag lug patter.
- 3.1.6.2** Must be a minimum of 17.5 inches wide.
- 3.1.6.3** Must have planetary reduction final drive
- 3.1.6.4** Must wet-disc park brake
- 3.1.6.5** Must have wet-disc brakes.

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John Deere 333G or Caterpillar 299D3 XE Skid Steer or Equal

3.1.6.6 Must have five triple flange smooth ride all steel rollers per side.

3.1.7 Attachments

3.1.7.1 Attachments must include all mounting hardware, wiring harness, standard water spray system with water tank for dust control and any needed items to make the attachment complete and operational. Units must have a hydraulically driven planetary drive and controlled from inside the cab.

3.1.7.2 John Deere Cold Planer or equal

3.1.7.2.1 Model numbers and cut size

A. CP18E. 18 inch cut

B. CP24E. 24 inch cut

C. CP30E. 30 inch cut

3.1.7.3 John Deere Angle broom or equal

3.1.7.3.1 Model number and size

A. BA96C 96 inch brush

3.1.7.4 John Deere Pick-up broom

3.1.7.4.1 Model and size

A. BR72C. 72 inch

3.1.8 Warranty:

3.1.8.1 The unit must be accompanied by manufacturer's standard 100 percent parts and labor.

3.1.9 Operating and Service Manuals and Parts Lists:

3.1.9.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. Failure to do so will delay payment.

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3.1.10 Training:

3.1.10.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and Mechanic training. To keep operators and mechanics updated, the successful vendor shall work with the WVDOH training center in conducting training sessions covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.11 Preventative Maintenance & Operator Procedures:

3.1.11.1 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.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The 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 Page through WV OASIS, if available, or as an electronic document. In most

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cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
John.w.estep@wv.gov.

5. PAYMENT:

5.1 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 30 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 90 working days after orders are received. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

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

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

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.

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7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

REQUEST FOR QUOTATION
John Deere 333G or Caterpillar 299D3 XE Skid Steer or Equal

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

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

EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

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: BOYD COMPANY Address: 10001 LINN STATION RD.

LOUISVILLE, KY 40223
3 PARK RD., HUB INDUSTRIAL PARK

Name of Authorized Agent: Matthew E. Conner Address: NITRO, WV 25143

Contract Number: CRFA-0903-D02200000018 Contract Description: SKID STEER

Governmental agency awarding contract: DEPARTMENT OF TRANSPORTATION

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.

MONTY BOYD

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.

Matthew Conner

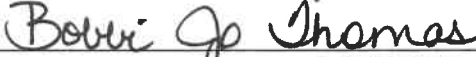
Signature:  Date Signed: 9/15/21

Notary Verification

State of WV, County of Kanawha

I, Matthew E. Conner, 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 15th day of September, 2021.



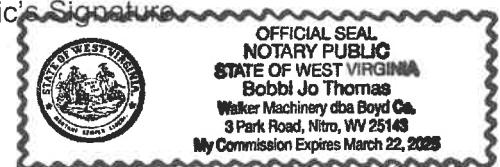
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised June 8, 20

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Boyd Company

Authorized Signature: [Signature] Date: 9/15/21

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15th day of September, 2021.

My Commission expires 3-22, 2025.

AFFIX SEAL HERE  NOTARY PUBLIC Bobbi Jo Thomas