



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

Header 6

[List View](#)

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 909084

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000120183

SO Doc ID: DOT2200000019

Legal Name: CLEVELAND BROTHERS EQUIPMENT CO INC

Published Date: 8/23/21

Alias/DBA:

Close Date: 9/2/21

Total Bid: \$1,436,990.00

Close Time: 13:30

Response Date: 08/31/2021

Status: Closed

Response Time: 16:31

Solicitation Description: ADDENDUM NO_3 Crawler
Dozer

Responded By User ID: csullivan

Total of Header Attachments: 6

First Name: Chris

Total of All Attachments: 6

Last Name: Sullivan

Email: csullivan@clevelandbrot

Phone: 717-443-3284



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

State of West Virginia
Solicitation Response

Proc Folder: 909084
Solicitation Description: ADDENDUM NO_3 Crawler Dozer
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-09-02 13:30	SR 0803 ESR08312100000001510	1

VENDOR
000000120183
CLEVELAND BROTHERS EQUIPMENT CO INC

Solicitation Number: CRFQ 0803 DOT2200000019
Total Bid: 1436990
Response Date: 2021-08-31
Response Time: 16:31:50
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	class 301 crawler dozer	10.00000	EA	143699.000000	1436990.00

Comm Code	Manufacturer	Specification	Model #
22101522			

Commodity Line Comments:

Extended Description:

Class 301 Crawler Dozer

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Cleveland Brothers Equipment Co.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety,
are held and firmly bound unto West Virginia Division of Highways

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar D2 Dozer

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

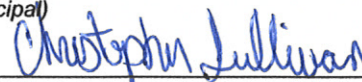
Signed and sealed this 24th day of August , 2021 .


(Witness)

Cleveland Brothers Equipment Co.

(Principal)

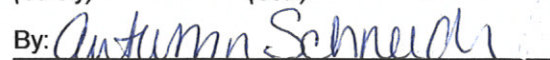
By:


(Title)


(Witness)
Danielle Johnson

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By:


(Title) Attorney-in-Fact

State of Tennessee }
County of Knox } SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 24th day of August in the year 2021 before me,
Tina M. Foster, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn, personally appeared
Autumn Schneider known to me to be the duly authorized Attorney-in-Fact of the
Travelers Casualty and Surety Company of America
and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact,
of said Company and the said Autumn Schneider
duly acknowledged to me that he subscribed the of the
Travelers Casualty and Surety Company of America
thereto as Surety and his own name as Attorney-in-Fact.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Tina M. Foster
Notary Public in and for

Knox County

State of Tennessee

My Commission expires: November 23, 2024



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Autumn Schnelder** of KNOXVILLE, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **August**, 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Cleveland Brothers Equipment Co., Inc. 5300 Paxton Street Harrisburg PA 17111 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570086608478**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

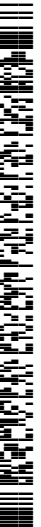
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO651024729	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6510248-29	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of WV is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

State of WV 1900 Kanawha Blvd. E., Bldg. 5 Charleston WV 25305 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>





Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO651024729

Effective Date: 4/1/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 6510248-29	4/1/2021	4/1/2022	4/1/2021	30-380000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000019

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.

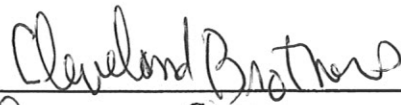
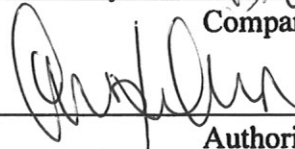
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.


Company

Authorized Signature
8-23-21
Date

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

Question: Our seat is not heated, nor are the joystick controls, Is this acceptable?

Answer: No. Leave as written.

19. 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, after approval of it, would you accept 180 days for the remaining amount?

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.

Answer: Yes. We will extend to 120 working days for pilot and 180 for standard orders.

Question: Would you accept a fuel capacity of 40.8 gallons?

Answer:No. Leave as written.

13. 3.1.5.3 Transmission reservoir with filter must be 11 gallons minimum.

Question: Our machine is hydrostatic and is powered by the hydraulic system. It has a capacity of 23.8 gallons. Will this be acceptable?

Answer: Yes. Will accept.

14. 3.1.5.4 Engine oil capacity with filter 14 quart minimum.

Question # 1: Would you accept a 13-quart oil capacity with a filter?

Question # 2: Our machine has engine oil capacity of 11.2 quarts. Will this be acceptable?

Answer: Yes. Will accept.

15. 3.1.6.3 Must have a system relief pressure of 3000 psi.

Question: Our machine has a system relief pressure of 2988. Will this be acceptable?

Answer: Yes. Will accept.

16. 3.1.6.4 Flow must be 15 gallons per minute.

Question: Would you accept 20.3 gallon per minute?

Answer: Yes. Will accept.

17. 3.1.8.1 Must be pressurized and have roof mounted heat and air conditioning. Minimum 24,000 BTU air conditioner. Must have an under seat heater capable of 30,000 BTU.

Question: Our air conditioner is 22,700 BTU, and our heater is 34,000 BTU. The heater is behind the seat and not below it. Is this acceptable?

Answer: No. Leave as written.

18. 3.1.8.5 Must have heated and ventilated air suspension high back cloth seat with heated joystick controls and a 3 inch minimum width seat belt.

6. 3.1.2.6 Track frame must be a minimum of 57 inches.

Question: Would you accept a track frame of 56.47 inches?

Answer:No. Leave as written.

7. 3.1.3.4 Shall have a track gauge of four feet nine inches minimum.

Question: Would you accept a track from 56.47 inches?

Answer: No. Leave as written.

8. 3.1.4.1 Shall have a blade width of eight feet and a 2 yard capacity minimum.

Question: Would you accept a blade width of 96" with a capacity of 1.69 yards?

Answer: No. Leave as written.

9. 3.1.4.3 Shall have a minimum blade tilt of one foot.

Question: Would you accept a blade tilt of 8.23 inches?

Answer: No. Leave as written.

10. 3.1.4.6 Blade cutting edge angle must be adjustable from 52 to 60 degrees.

Question: Our machine cutting edge angle is adjustable from 52 to 58 degrees. Will this be acceptable?

Answer: Yes. Will accept.

11. 3.1.4.7 Blade lift height shall be a minimum of 30 inches.

Question: Our machine has a blade lift height of 28.7". Will this be acceptable?

Answer: No. Leave as written.

12. 3.1.5.1 Shall have a minimum fuel capacity of 46 gallons and be lockable.

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2200000019

CRAWLER DOZER

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 Unit bid shall have a minimum of 79 net horsepower and the engine must be made by the dozer manufacturer.

Question: Would you accept 68 net horsepower?

Answer: No. Leave as written.

3. 3.1.2.1 Shall be triple reduction planetary.

Question: Our machine has a double reduction planetary. Will this be acceptable?

Answer: Yes. Will accept.

4. 3.1.2.3 Track pitch shall be minimum 6.6 inches.

Question: Would you accept a track pitch of 6.125 inches?

Answer: No. Leave as written.

5. 3.1.2.5: Shall have a minimum of forty shoes per side. Grouser width shall be a minimum 18 inches wide and have SC2 bushings or equal.

Question: Our machine has 16" track shoes. Will this be acceptable?

Answer: No. Leave as written.

SOLICITATION NUMBER: CRFQ DOT2200000019

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000019 ("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.



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

Proc Folder: 909084

Doc Description: ADDENDUM NO_3 Crawler Dozer

Reason for Modification:

ADDENDUM NO_3
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-23	2021-09-02 13:30	CRFQ 0803 DOT2200000019	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

DATE

8-23-21

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

ADDITIONAL INFORMATION

ADDENDUM NO_3

Addendum no_3 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION :

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase a John Deere 450K crawler dozer or equal. Per the bid requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

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

SHIP TO

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	class 301 crawler dozer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101522			

Extended Description:
Class 301 Crawler Dozer

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting @ 11:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16



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

Proc Folder: 909084			Reason for Modification: ADDENDUM NO_1 Attach pre-bid sign-in sheets
Doc Description: ADDENDUM NO_1 Crawler Dozer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-11	2021-08-24 13:30	CRFQ 0803 DOT2200000019	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

8-23-21

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum no_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION :

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
22101522			

Extended Description:

Class 301 Crawler Dozer

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting @ 11:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2200000019
 Date of Pre-Bid Meeting: August 10, 2021 11:00 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>
State Equipment, Inc.	Seth Gordon	560 New Gott Mountain Rd. Cross Lanes, WV 25313	304-776-4405	304-776-4404	Seth@stateequipment.com
Leslie Equip. Co.	Trent May	19 Gott Crossing Drive Cross Lanes, WV 25313	304-542-0433	304-204-1811	magtrent@lec1.com
Leslie Equip Co	Bo Kester	2098 Lillian Lane Pleasant Valley WV 26554	304-534-5454	304-534-5888	kesterbo@lec1.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 DOT2200000019
 Date of Pre-Bid Meeting: August 10, 2021 11:00 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>
Cleveland Bros. Equip.	Josh Hinkelz	Rt 76. E Bridgeport, WV 26422	304-644-2060	304-842-6806	JHinkelz@clevelandbrothers.com
Boyd Cat	Eric Ramey	3 Park Road Clinton WV Nitro 25143	304-389-4190	304-259-6404	ericramay@boydcats.com
Rish Equipment Komatsu	Mike Blicherhoff	100 Helport Loop Rd Bpport, WV 26330	304-677-3881	304-842-6126	m.blicherhoff@rish.com

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Eric Ramey
Regional Sales
Manager

304.389.4190 mobile

Boyd Company
3 Park Drive
Hub Industrial Park
Nitro, WV 25143
304.759.6400

EricRamey@boydcat.com
www.boydcat.com

**Cleveland
Brothers**



Joshua J. Hinkle
Account Manager

mobile: 304-641-2060
home: 304-269-5232

Cleveland Brothers Equipment Co., Inc.
Route 76 East
Bridgeport, WV 26330
304-842-2222 tel.
304-842-6806 fax.
jhinkle@clevelandbrothers.com
www.clevelandbrothers.com

MIKE BLICKENSTAFF
Territory Manager



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

KOMATSU

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

2098 Lillian Lane
Pleasant Valley, WV 26554
keslerbo@lec1.com
www.lec1.com



JOHN DEERE

Office: 304-534-5454
Fax: 304-534-5888
Cell: 304-642-7931



"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

STATE EQUIPMENT, INC.



560 NEW GOFF MOUNTAIN RD.
CROSS LANES, WV 25313



SETH GARDNER
INSIDE SALES/RENTAL DEPT.

CELL: 304-533-6020
OFFICE: 304-776-4405
FAX: 304-776-4409
E-MAIL: SETH@STATEEQUIPMENT.COM
WWW.STATEEQUIPMENT.COM



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000019

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

CLEVELAND BROTHERS EQUIPMENT

Company

Chris Jollin

Authorized Signature

8-13-21

Date

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



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

Proc Folder: 909084			Reason for Modification:
Doc Description: Crawler Dozer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-19	2021-08-24 13:30	CRFQ 0803 DOT2200000019	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

8-31-21

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION :**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase a John Deere 450K crawler dozer or equal. Per the bid requirements, Specifications, Terms and Conditions attached to this solicitation.

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DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
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CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	class 301 crawler dozer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101522			

Extended Description:

Class 301 Crawler Dozer

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting @ 11:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000019

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CLEVELAND BROTHERS EQUIPMENT
Company
[Signature]
Authorized Signature
8-31-21
Date

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

BOYD**CAT**

Eric Ramey
Regional Sales
Manager

Boyd Company
3 Park Drive
Hub Industrial Park
Nitro, WV 25143
304.759.6400

304.389.4190 mobile

EricRamey@boydcat.com
www.boydcat.com

**Cleveland
Brothers****CAT**

Joshua J. Hinkle
Account Manager

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**JOHN DEERE**

Office: 304-534-5454
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Cell: 304-642-9934



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Trent May

Sales Representative

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**JOHN DEERE**

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

STATE EQUIPMENT, INC.

560 NEW GOFF MOUNTAIN RD.
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SETH GARDNER
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CELL: 304-533-6020
OFFICE: 304-776-4405
FAX: 304-776-4409
E-MAIL: SETH@STATEEQUIPMENT.COM
WWW.STATEEQUIPMENT.COM



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000018

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CLEVELAND BROTHER EQUIPMENT CO.

Company

Chris Fuller

Authorized Signature

8-31-21

Date

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

REQUEST FOR QUOTATION
John Deere 450k Crawler Dozer or Equal.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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: CHRIS SULLIVAN
Telephone Number: 717-443-3289
Fax Number: 717-564-6931
Email Address: CSULLIVAN@CLARKSONBROTHERS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000019

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Cleveland Brother Equip Co
Company

Chusfulun
Authorized Signature

8-31-21
Date

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

TO: WV DOT
Buckhannon, WV

DATE: August 31, 2021

ATTENTION:

ONE (1) NEW CATERPILLAR D1 W D1 12A TRACTOR CFG10 S/N N/A

WINCH, MOUNTING PLATE
COUNTERWEIGHT, FRONT
TRACK, 16", MS, SALT
LIGHTS, 6, LED
BLADE, 104.2"
GUARD GP, REAR OMISSION
UNDERCARRIAGE, SALT
AIR CLEANER W/O PRECLEANER
GRILL, RADIATOR, HD
STANDARD RADIO (12V)
COOLER, STANDARD
TENSIONER, EROPS, AC
STARTING AID, ETHER
GUARD, BELLY

ENGINE, CAT C3.6
HYD, 4 VALVE, WINCH
CAB, ROPS, POLYCARBONATE
SOUND SUPPRESSION, OMISSION
CONTROL, PITCH
CONTROL, BASIC
INSTRUCTIONS, ANSI
SEAT, CLOTH HEATED, VENTILATED
FAN, STANDARD
WINCH, PA40
SWEEPS, FRONT
SCREEN, REAR, CAB
FAIRLEAD, 3 ROLLERS
FAIRLEAD, 4TH ROLLER

Selling Price:

\$143,699.00

Warranty:

STANDARD WARRANTY: 12 MONTH/UNLIMITED HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)
3 YEAR/3,000 HOUR EXTENDED POWERTRAIN + HYD WARRANTY + TECH WARRANTY

Finance Summary:

Selling Price

\$143,699.00

Net Selling Price

\$143,699.00

Remarks:

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Joshua J Hinkle QN: S000145524

DELIVERY: **LEAD TIME:** To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, **without any warranty whatsoever, except as may be expressly stated on the face hereof.**

CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
 - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
 - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
 - c. Special terms expressly stated on the face hereof;
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work -- for one hundred eighty (180) days from the date such Work is completed -- to be free from defects in materials and workmanship;
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE. NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN, CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort -- whether based on strict liability, or any other theory of tort liability -- for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

CUSTOMER'S RESPONSIBILITIES

1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.

2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.

3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.

4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.

5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to

its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

6) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

9) TRADES: Purchaser warrants to Cleveland Brothers Equipment Co., Inc. (hereinafter referred to as the "Seller" or "Cleveland" except where full name is used) the trade-in to be free from any lien, encumbrance, security interest or other charge, and the undersigned hereby certifies that he has full authority and right to dispose, sell or trade-in the same at time of transfer to Seller. _____ (initial)

Customer: _____

By: _____ Date: _____

Title: _____

Manager's Signature: _____

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: CLEVELAND BROTHERS EQUIPMENT CO. Address: 5300 PAXTON ST HARRISBURG PA 17111

Name of Authorized Agent: CHRISTOPHER SULLIVAN Address: 5300 PAXTON ST HBS PA 17111

Contract Number: 717-443-3284 Contract Description: BOULEVARD MANAGER

Governmental agency awarding contract: _____

☐ 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.

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

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

Signature: Christopher Sullivan Date Signed: 8-11-21

Notary Verification

State of PA, County of Dauphin:

I, CHRISTOPHER SULLIVAN, 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 10 day of August, 2021.

Lynn G. Wheeler
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
Lynn P. Wheeler, Notary Public
Dauphin County
My commission expires January 29, 2022
Commission number 1181158

Member, Pennsylvania Association of Notaries June 8, 2018

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: Cleveland Brothers Equipment Co Inc.

Authorized Signature: Christopher Sullivan Date: 8-11-21

State of PA

County of Dauphin, to-wit:

Taken, subscribed, and sworn to before me this 10 day of August, 2021.

My Commission expires _____, 20____.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Lynn P. Wheeler, Notary Public
Dauphin County
My commission expires January 29, 2022
Commission number 1181158
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

Lynn P. Wheeler

Purchasing Affidavit (Revised 01/19/2018)

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.

Chris Sullivan Governmental Manager

(Name, Title)

CHRIS SULLIVAN GOVERNMENTAL MANAGER

(Printed Name and Title)

5300 PAXTON ST HARRISBURG PA 17111

(Address)

717 443 3284 717-564 6931

(Phone Number) / (Fax Number)

C SULLIVAN@CLEVELANDBROTHERS.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.

CLEVELAND BROTHERS EQUIPMENT COMPANY

(Company)

Chris Sullivan Governmental Manager

(Authorized Signature) (Representative Name, Title)

CHRIS SULLIVAN GOVERNMENTAL MANAGER

(Printed Name and Title of Authorized Representative)

8-11-21

(Date)

717 443- 3284 717 564 6931

(Phone Number) (Fax Number)



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

Proc Folder: 909084

Doc Description: Crawler Dozer

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-19	2021-08-24 13:30	CRFQ 0803 DOT2200000019	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

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



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

Proc Folder: 909084			Reason for Modification: ADDENDUM NO_3 Vendor Questions and Responses
Doc Description: ADDENDUM NO_3 Crawler Dozer			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-23	2021-09-02 13:30	CRFQ 0803 DOT2200000019	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

8-23-21

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum no_3 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION :

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase a John Deere 450K crawler dozer or equal. Per the bid requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

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

SHIP TO

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	class 301 crawler dozer	10.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

22101522

Extended Description:

Class 301 Crawler Dozer

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting @ 11:00am in Buckhannon	2021-08-10
2	Tech Questions due by 10:00am	2021-08-16

SOLICITATION NUMBER: CRFQ DOT2200000019

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000019 ("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 DOT2200000019
 Date of Pre-Bid Meeting: August 10, 2021 11: 00 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>
WVDOH	Pam Hall	83 Brushy Fork Rd crossing Buckhannon WV	304-471-0139		Pamela.hall@wv.gov
WVDOH	JD Haller	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
WVDOH	Justin Godwin	83 Brushy Fork Crossing Buckhannon WV 26201	304-471-0141		
WVDOH	Todd Cymbell	" "	304-997-5923		A.Todd.Cymbell@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.