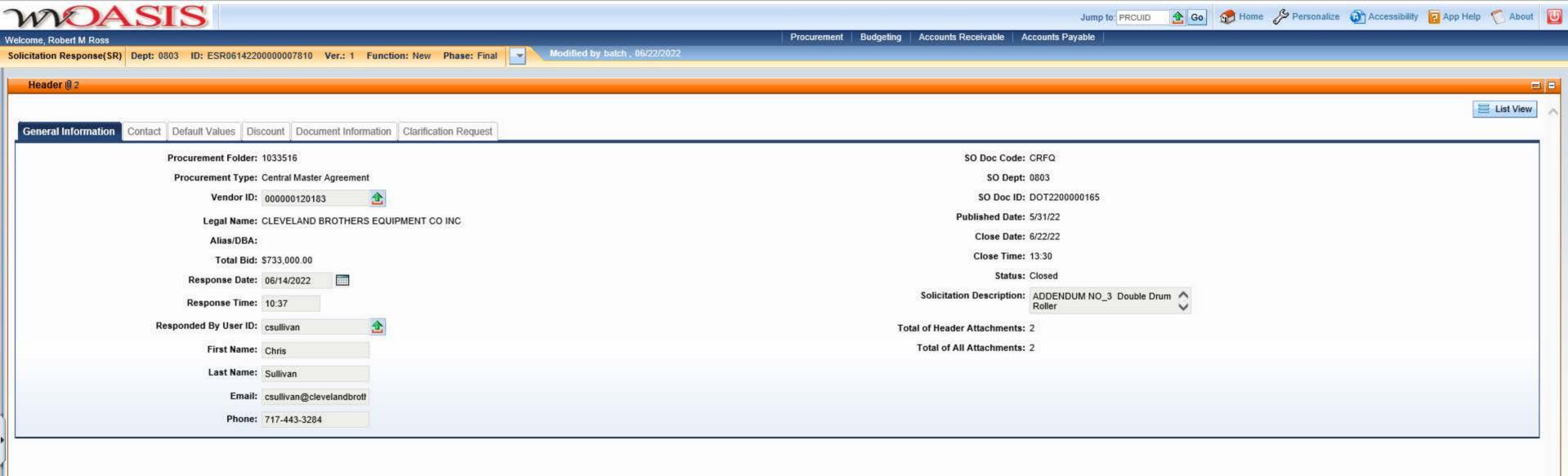
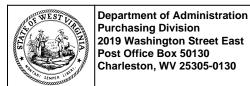


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia Solicitation Response

Proc Folder: 1033516

Solicitation Description: ADDENDUM NO_3 Double Drum Roller

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2022-06-22 13:30
 SR 0803 ESR06142200000007810
 1

VENDOR

000000120183

CLEVELAND BROTHERS EQUIPMENT CO INC

Solicitation Number: CRFQ 0803 DOT2200000165

Total Bid: 733000 **Response Date:** 2022-06-14 **Response Time:** 10:37:11

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

Date Printed: Jun 22, 2022 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Double Drum Roller	10.00000	EA	73300.000000	733000.00

Comm Code	Manufacturer	Specification	Model #	
22101505				

Commodity Line Comments:

Extended Description:

Double Drum Roller

Date Printed: Jun 22, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



CONSTRUCTION EQUIPMENT QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

TO:

WEST VIRGINIA DEPT OF HWYS

1900 WASHINGTON ST E

CHARLESTON, WV 25305-2212

ATTENTION:

Greg Johnston

ONE (1) NEW CATERPILLAR CB4.0 03A UTILITY COMPACTOR S/N N/A

LANE 2 - AVAILABLE FROM MINERBIO FACTORY LANE 3 - AVAILABLE FROM MINERBIO FACTORY Double drum vibratory compactor with 1300mm (51") drum width

AVAILABLE FOR: ADSD-N, PUERTO RICO, EUROPE,

ISRAEL & PALESTINE

SUPPORT, SLIDING FOR SEAT PUMP, PROPEL, STANDARD TRAVEL CONTROL, CUP HOLDER

SEAT BELT, 3"

CONTROL, TRACTION

DRUM SCRAPER, FOLDING SWITCH, BATTERY DISCONNECT LIGHTS, WORKING, LED GUARDS, BUMPER SEAT, WITH SAFETY SWITCH INSTRUCTIONS, ANSI OIL, HYD, STANDARD ROPS, FOLDABLE, LOCKABLE

DATE:

June 13, 2022

PRODUCT LINK, CELLULAR PL243 ENGINE, CAT C1.7T

Selling Price:

\$73,000.00

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

\$73,000.00

Net Selling Price

\$73,000.00

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: S000162247

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

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

nt 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
- 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' 3) If arry work rains to complet in the season and the season brothers 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 OF 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 1949 ("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

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 "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 WHATSQEVER, 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 of 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 of 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 acceptant bits 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 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 Self 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 Self. 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 unliaterally 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 receive the product of the price eimburse 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

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 junsdiction 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 Caterpilar 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: Customer warrants and represents to Cleveland Brothers that it has good title to any equipment to be traded in and that at the time of transfer to Cleveland Brothers it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Cleveland Brothers hamiless from any damage, loss, cost, or expense, including reasonable attorneys fees, caused by, anising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

Customer:	
Ву:	Date:
Title:	
Manager's Signature:	

- 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title)
(Printed Name and Title) CHRIS SULLYAN GOVERNMENTE M MAGER
(Address) 53W PAYTON ST HBG PA 17111
(Phone Number) / (Fax Number) 717.443: 3284 717.564:6931
(email address) CSULIVAY & CLEVER AND BROTHERS. COM
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va, Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.
OLEVERAND BROTHERS FQUIPMENT CO.
(Company) Muffeller Jovernmental Manager
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number) CLEVELLO BROTHORS. COM
(Email Address)

REQUEST FOR QUOTATION 591 Class Double Drum Roller.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.

REQUEST FOR QUOTATION 591 Class Double Drum Roller.

Contract Manager: CHRIS SULLIYMI
Telephone Number: 717 443 3284
Fax Number: 717 564 6431

Email Address: CSULLYANG CLEVER MAD BRUTTURS COM

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO		
DIVISION OF HIGHWAY	S	DIVISION OF HIGHWAYS		
EQUIPMENT DIVISION I	RT 33	EQUIPMENT DIVISION		
83 BRUSHY ROAD CROSSING, PO BOX 61	0	83 BRUSHY FORK RD CROSSING		
BUCKHANNON	WV	BUCKHANNON WV	•	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double Drum Roller	10.00000	EA		
1					

Comm Code	Manufacturer	Specification	Model #	
22101505				
				- 1

Extended Description:

Double Drum Roller

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Prebid 9:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26



State of West Virginia Centralized Request for Quote Equipment

Vendor Signature X	Mille Jullen	FEIN#		DATE 6 17-27
FOR INFORMATION John W Estep 304-558-2566 john.w.estep@wv.g	ON CONTACT THE BUYER			
Vendor Contact P			Extension:	
Principal Contact	:			
State :		Country:	•	ip:
City:				P., .
Street :				
Address :				
Vendor Name :				
Vendor Customer	Code:			
VENDOR				
US				
CHARLESTON	WV 25305			
PURCHASING DIV 2019 WASHINGTO				
	ADMINISTRATION			
BID CLERK				
BID RECEIVING L	OCATION			
2022-05-11	2022-06-01 13:30	CRFQ 0803	DOT2200000165	1
Date Issued	Solicitation Closes	Solicitation No		Version
Proc Type:	Central Master Agreement			
Doc Description:	Double Drum Roller			
Proc Folder:	1033516			Reason for Modification:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If

	ertificate does not confer rights to the	e cert	lficat	e holder in lieu of such	endorse					
	DUCER Risk Services Central, Inc.				NAME:	(0.00)		FAY (000) 0		
hic	cago IL Office				(A/C. No.	Ext): (866)	283-7122	FAX (A/C. No.): (800) 3(53-0105	
	Eāst Randolph cago IL 60601 USA				E-MAIL ADDRESS:					
						INS	URER(S) AFFO	RDING COVERAGE	NAIC#	
SUI	RED				INSURE	tA: Zuric	h American	Ins Co	16535	
leveland Brothers Equipment Co., Inc. 300 Paxton Street					INSURE	t B:				
larrisburg PA 17111 USA						t C:				
					INSURER	t D:				
					INSURES					
<u></u>	/ERAGES CER	TIEIO	ATE	NUMBER: 5700922368	INSURE	₹ F:		EVISION NUMBER:		
TH INI CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	OF IN QUIRE PERTA I POLI	ISUR MEN VIN, T CIES.	ANCE LISTED BELOW HA T, TERM OR CONDITION HE INSURANCE AFFORI LIMITS SHOWN MAY HA	AVE BEEN OF ANY DED BY 1	CONTRACT THE POLICIES REDUCED B	THE INSURE OR OTHER D S DESCRIBE Y PAID CLAIM	ED NAMED ABOVE FOR THE COCUMENT WITH RESPECT D HEREIN IS SUBJECT TO IS. Limits show	TO WHICH THIS	
R R	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER GL0651024730		POLICY EFF (MW/DD/YYYY) 04/01/2022	(MM/DD/YYYY)	LIMITS	4	
•	X COMMERCIAL GENERAL LIABILITY			GLV031024/30		V-7/V1/2022	0-7/01/2023	DAMAGE TO RENTED	\$2,000,000	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$500,000	
								MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$2,000,000	
	PRO DIA							PRODUCTS - COMP/OP AGG	\$4,000,000	
	OTHER							Thousand Common Aud	34,000,000	
	AUTOMOBILE LIABILITY	П		BAP 6510248-30		04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	X ANYAUTO							BODILY INJURY (Per person)		
	OWNED SCHEDULED								BODILY INJURY (Per accident)	
	AUTOS ONLY NON-OWNED							PROPERTY DAMAGE (Per accident)		
	ONLY AUTOS ONLY							(F8I accident)	-	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		
	DED RETENTION	1								
_	WORKERS COMPENSATION AND	\Box						PER STATUTE OTH-		
	ANY PROPRIETOR / PARTNER / EXECUTIVE	ıl I						E.L. EACH ACCIDENT		
	OFFICE R/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE-EA EMPLOYEE	- · · · · · · · · · · · · · · · · · · ·	
	II yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT		
tai	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC te of WV is included as Addition bility policies.								and Automobile	
EF	RTIFICATE HOLDER			CA	NCELL!	ATION				
						N DATE THERE		BED POLICIES BE CANCELLED ILL BE DELIVERED IN ACCORDA		
	State of WV 1900 Kanawha Blvd. E., Bldg Charleston WV 25305 USA	. 5		AUT		epresentativi		vicas Contral S		



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.						
Policy No. GL0651024730	Effective Date: 4/1/2022					

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 contact 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.



Vendor Signature X 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:	1033516			Reason for Modification:		
Doc Description:	ADDENDUM NO_3 Doub	le Drum Roller		ADDENDUM NO_3 Vendor Questions and responses		
				veridor diagnosis and responses		
Proc Type:	Central Master Agreement					
Date issued	Solicitation Closes	Solicitation No		Version		
2022-05-31	2022-06-22 13:30	CRFQ 0803	DOT2200000165	4		
BID RECEIVING L	OCATION					
BID CLERK						
DEPARTMENT OF	ADMINISTRATION					
PURCHASING DIV	ISION					
2019 WASHINGTO						
CHARLESTON	WV 25305					
us						
VENDOR						
Vendor Customer	Code:					
Vendor Name :						
Address :						
Street :						
City:						
State :		Country:	Zip:			
Principal Contact	:					
Vendor Contact P	hone:		Extension:			
FOR INFORMATION	ON CONTACT THE BUYER	R	\$0 W			
304-558-2566						
john.w.estep@wv.g	jov					
	^					
<u> </u>	[] [

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

Date Printed: May 31, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

FEIN#





State of West Virginia Centralized Request for Quote Equipment

Proc Folder:	1033516	,	Reason for Modification:
Doc Description:	ADDENDUM NO_3 Do	uble Drum Roller	ADDENDUM NO_3 Vendor Questions and responses
Proc Type:	Central Master Agreeme	ent	
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-31	2022-06-22 13:30	CRFQ 0803 DOT2200000165	4
BID RECEIVING LO	OCATION		
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US			- 1
VENDOR			
Vendor Customer	Code:		
Vendor Name :			
Address :			
Street :			
City:			
State :		Country:	Zip:
Principal Contact	•		
Vendor Contact P	hone:	Extension:	
FOR INFORMATIO John W Estep 304-558-2566 john.w.estep@wv.g	N CONTACT THE BUY!	ER	
Vendor Signature X	my Jaltin	FEIN#	DATE 6.17.73

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

Date Printed: May 31, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05



State of West Virginia Centralized Request for Quote Equipment

Proc Folder:	1033516				Reason for Modification:
	ADDENDUM NO_2 Doub	ole Drum Roller			ADDENDUM NO_2 Bid Opening Moves to 6/22/22 @ 1:30pm
Proc Type:	Central Master Agreemen	nt			
Date Issued	Solicitation Closes	Solicitation No	· · · · · · · · · · · · · · · · · · ·	-	Version
2022-05-26	2022-06-22 13:30	CRFQ 0803	DOT2200000165		3
BID RECEIVING L	OCATION)d _ %[]	T Hijher		
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US	ON ST E				
VENDOR				\$504 E	1 6/8 C
Vendor Customer	Code:				
Vendor Name :					
Address :					
Street :					1
City:					
State:		Country:		Zip:	
Principal Contact	:				
Vendor Contact P	hone:		Extension:		
FOR INFORMATION John W Estep 304-558-2566 john.w.estep@wv.g	ON CONTACT THE BUYER	R			
Vendor Signature X	William .	FEIN#			DATE G. 17-d)

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



CONSTRUCTION EQUIPMENT QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

TO:

WEST VIRGINIA DEPT OF HWYS

1900 WASHINGTON ST E

CHARLESTON, WV 25305-2212

ATTENTION:

Greg Johnston

ONE (1) NEW CATERPILLAR CB4.0 03A UTILITY COMPACTOR S/N N/A

LANE 2 - AVAILABLE FROM MINERBIO FACTORY LANE 3 - AVAILABLE FROM MINERBIO FACTORY Double drum vibratory compactor with 1300mm (51") drum width

AVAILABLE FOR: ADSD-N, PUERTO RICO, EUROPE,

ISRAEL & PALESTINE

SUPPORT, SLIDING FOR SEAT PUMP, PROPEL, STANDARD TRAVEL CONTROL, CUP HOLDER

SEAT BELT, 3"

CONTROL, TRACTION

DRUM SCRAPER, FOLDING SWITCH, BATTERY DISCONNECT LIGHTS, WORKING, LED GUARDS, BUMPER SEAT, WITH SAFETY SWITCH INSTRUCTIONS, ANSI OIL, HYD, STANDARD ROPS, FOLDABLE, LOCKABLE

DATE:

June 13, 2022

PRODUCT LINK, CELLULAR PL243 ENGINE, CAT C1.7T

Selling Price:

\$73,000.00

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

\$73,000.00

Net Selling Price

\$73,000.00

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: S000162247

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

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

nt 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
- 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' 3) If arry work rains to complet in the season and the season brothers 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 OF 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 1949 ("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

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 "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 WHATSQEVER, 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 of 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 of 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 acceptant bits 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 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 Self 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 Self. 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 unliaterally 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 receive the product of the price eimburse 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

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 junsdiction 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 Caterpilar 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: Customer warrants and represents to Cleveland Brothers that it has good title to any equipment to be traded in and that at the time of transfer to Cleveland Brothers it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Cleveland Brothers hamiless from any damage, loss, cost, or expense, including reasonable attorneys fees, caused by, anising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

Customer:	
Ву:	Date:
Title:	
Manager's Signature:	

- 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title)
(Printed Name and Title) CHRIS SULLYAN GOVERNMENTE M MAGER
(Address) 53W PAYTON ST HBG PA 17111
(Phone Number) / (Fax Number) 717.443: 3284 717.564:6931
(email address) CSULIVAY & CLEVER AND BROTHERS. COM
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va, Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.
OLEVERAND BROTHERS FQUIPMENT CO.
(Company) Muffeller Jovernmental Manager
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number) CLEVELLO BROTHORS. COM
(Email Address)

REQUEST FOR QUOTATION 591 Class Double Drum Roller.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.

REQUEST FOR QUOTATION 591 Class Double Drum Roller.

Contract Manager: CHRIS SULLIYMI
Telephone Number: 717 443 3284
Fax Number: 717 564 6431

Email Address: CSULLYANG CLEVER MAD BRUTTURS COM

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Double drum roller. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAY	S	DIVISION OF HIGHWAYS	
EQUIPMENT DIVISION I	RT 33	EQUIPMENT DIVISION	
83 BRUSHY ROAD CROSSING, PO BOX 61	0	83 BRUSHY FORK RD CROSSING	
BUCKHANNON	WV	BUCKHANNON WV	•
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double Drum Roller	10.00000	EA		
1					

Comm Code	Manufacturer	Specification	Model #	
22101505				
				- 1

Extended Description:

Double Drum Roller

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Prebid 9:00am Buckhannon WV	2022-05-19
2	Tech Questions due by 10:00am	2022-05-26



State of West Virginia Centralized Request for Quote Equipment

Vendor Signature X	Mille Jullen	FEIN#		DATE 6 17-27	
FOR INFORMATION John W Estep 304-558-2566 john.w.estep@wv.g	ON CONTACT THE BUYER				
Vendor Contact P			Extension:		
Principal Contact	:				
State :		Country:	•	ip:	
City:				P., .	
Street :					
Address :					
Vendor Name :					
Vendor Customer	Code:				
VENDOR					
US					
CHARLESTON	WV 25305				
PURCHASING DIV 2019 WASHINGTO					
	ADMINISTRATION				
BID CLERK					
BID RECEIVING L	OCATION				
2022-05-11	2022-06-01 13:30	CRFQ 0803	DOT2200000165	1	
Date Issued	Solicitation Closes	Solicitation No		Version	
Proc Type:	Central Master Agreement				
Doc Description:	Double Drum Roller				
Proc Folder:	1033516	Reason for Modification:			

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If

	ertificate does not confer rights to the	e cert	lficat	e holder in lieu of such	endorse				
	DUCER Risk Services Central, Inc.				NAME:	(0.00)		FAY (000) 0	
hic	cago IL Office				PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL				
	Eāst Randolph cago IL 60601 USA				ADDRES	SS:			
						INS	URER(S) AFFO	RDING COVERAGE	NAIC#
SUI	RED				INSURE	tA: Zuric	h American	Ins Co	16535
	veland Brothers Equipment Co., : Deaxton Street	Inc.			INSURE	t B:			
	risburg PA 17111 USA				INSURE	t C:			
					INSURER	t D:			
					INSURES				
<u></u>	/ERAGES CER	TIEIO	ATE	NUMBER: 5700922368	INSURE	₹ F:		EVISION NUMBER:	
TH INI CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	OF IN QUIRE PERTA I POLI	ISUR MEN VIN, T CIES.	ANCE LISTED BELOW HA T, TERM OR CONDITION HE INSURANCE AFFORI LIMITS SHOWN MAY HA	AVE BEEN OF ANY DED BY 1	CONTRACT THE POLICIES REDUCED B	THE INSURE OR OTHER D S DESCRIBE Y PAID CLAIM	ED NAMED ABOVE FOR THE COCUMENT WITH RESPECT D HEREIN IS SUBJECT TO IS. Limits show	TO WHICH THIS
R R	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER GL0651024730		POLICY EFF (MW/DD/YYYY) 04/01/2022	(MM/DD/YYYY)	LIMITS	4
•	X COMMERCIAL GENERAL LIABILITY			GLV031024/30		V-7/V1/2022	0-7/01/2023	DAMAGE TO RENTED	\$2,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$500,000
								MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$2,000,000
	PRO DIA							PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER							Thousand Common Aud	34,000,000
	AUTOMOBILE LIABILITY	П		BAP 6510248-30		04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANYAUTO							BODILY INJURY (Per person)	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	
	AUTOS ONLY NON-OWNED							PROPERTY DAMAGE (Per accident)	
	ONLY AUTOS ONLY							(F8I accident)	-
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	
	DED RETENTION	1							
_	WORKERS COMPENSATION AND	\Box						PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	ıl I						E.L. EACH ACCIDENT	
	OFFICE R/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE-EA EMPLOYEE	- · · · · · · · · · · · · · · · · · · ·
	II yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT	
tai	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC te of WV is included as Addition bility policies.								and Automobile
EF	RTIFICATE HOLDER			CA	NCELL!	ATION			
						N DATE THERE		BED POLICIES BE CANCELLED ILL BE DELIVERED IN ACCORDA	
	State of WV 1900 Kanawha Blvd. E., Bldg Charleston WV 25305 USA	. 5		AUT		epresentativi		vicas Contral S	



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.					
Policy No. GL0651024730	Effective Date: 4/1/2022				

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 contact 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.



Vendor Signature X 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:	1033516			Reason for Modification:
Doc Description:	: ADDENDUM NO_3 Double Drum Roller			ADDENDUM NO_3 Vendor Questions and responses
				Agiinni Masnous ann reshouses
Proc Type:	Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No)	Version
2022-05-31	2022-06-22 13:30	CRFQ 0803	DOT2200000165	4
BID RECEIVING L	OCATION			2 To 1 To
BID CLERK				
DEPARTMENT OF	ADMINISTRATION			
PURCHASING DIV	ISION			
2019 WASHINGTO				
CHARLESTON	WV 25305			
US				
VENDOR				
Vendor Customer	Code:			
Vendor Name :				
Address :				
Street :				
City:				
State :		Country:	Zip:	
Principal Contact	:			
Vendor Contact P	hone:		Extension:	
FOR INFORMATION	ON CONTACT THE BUYER	1	F6 II	
304-558-2566				
john.w.estep@wv.g	lon			
100				
O.1	()			4

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

Date Printed: May 31, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

FEIN#



State of West Virginia Centralized Request for Quote Equipment

Proc Folder:	1033516		Re	ason for Modification:
Doc Description:	ADDENDUM NO_3	ADE Ven	ADDENDUM NO_3 Vendor Questions and responses	
Proc Type:	Central Master Agree	ment		
Date Issued	Solicitation Closes	Solicitation No	Vers	sion
2022-05-31	2022-06-22 13:30	CRFQ 0803 DOT2200	0000165 4	
BID RECEIVING L	OCATION			
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US				-1
VENDOR				
Vendor Customer	Code:			
Vendor Name :				
Address :				
Street :				
City:				
State :		Country:	Zip:	
Principal Contact	:			
Vendor Contact P	hone:	Extension	1	
FOR INFORMATION John W Estep 304-558-2566 john.w.estep@wv.g	IN CONTACT THE BU	IYER		
Vendor Signature X	my letter	FEIN#	DATE	6.17.73

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

Date Printed: May 31, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05



State of West Virginia Centralized Request for Quote Equipment

Proc Folder:	1033516				Reason for Modification:
	ADDENDUM NO_2 Doub	ADDENDUM NO_2 Bid Opening Moves to 6/22/22 @ 1:30pm			
Proc Type:	Central Master Agreement	ıt .			
Date Issued	Solicitation Closes	Solicitation No			Version
2022-05-26	2022-06-22 13:30	CRFQ 0803	DOT2200000165		3
BID RECEIVING L	OCATION	10(1	** 11.5. W	ī,	
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US	ON ST E				
VENDOR					
Vendor Customer	Code:				
Vendor Name :					
Address :					.1
Street :					1
City:					
State:		Country:		Zip:	
Principal Contact	, :				
Vendor Contact P	hone:		Extension:		
FOR INFORMATION John W Estep 304-558-2566 john.w.estep@wv.g	ON CONTACT THE BUYER	₹			
Vendor Signature X	Willen	FEIN#			DATE (G. 17-d)

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