

VENDOR: The Tractor Guys LLC **Class 351**

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	John Deere 333G Skid steer or equal	New Holland C362	20	\$93,594.18/ea	\$1,871,883.60 Per DJB \$0.00
2	CP18E Cold Planer or equal	Erskine CP18 w/30 gallon water tank included	10	\$18,216.60/ea	\$184,320.00 Per DJB \$0.00
3	CP24E Cold Planer or equal	Erskine CP24 w/30 gallon water tank included	10	\$19,035.19/ea	\$192,505.90 Per DJB \$0.00
4	CP30E Cold Planer or equal	Erskine CP30 w/30 gallon water tank included	10	\$26,264.20/ea	\$264,796.00 Per DJB \$0.00
5	BA96C Broom or equal	Erskine 960HDXL w/30 gallon water tank included	10	\$9,681.75/ea	\$98,971.50 Per DJB \$0.00
6	BR72C Broom or equal	Erskine HD72 Pickup Broom w/30 gallon water tank included	10	\$7,006.51/ea	\$72,219.10 Per DJB
Total Bid Cost					\$2,684,696.10 Per DJB \$0.00

Bid Will Be Awarded To The Lowest Overall Bid Total For All Items

Vendor Information

Company Name: The Tractor Guys LLC

Contact Manager: Donnie Bensenhaver

Address: 242 West Main St. Salem, WV 26426

Phone: 304-871-1478

Fax: 304-370-2111

E-mail: dbensenhaver@parcs.com

Signature: 

06/16/22 12:48:45

West Virginia Purchasing Division



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: 1039118

Doc Description: Skid Steer w/attachments 7022EC16

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-16	2022-06-08 13:30	CRFQ 0803 DOT2200000173	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000166150

Vendor Name: The Tractor Guy's LLC

Address: 242

Street: West Main Street

City: Salem

State: WV

Country: USA

Zip: 26426

Principal Contact: Donnie Bensenhauer

Vendor Contact Phone: 304-871-1478

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

2230-3952

DATE

6-7-2022

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 John Deere 333G Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101529	<i>New Holland</i>		<i>C362</i>

Extended Description:
Skid Steer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	18" cold planer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101608	<i>Erskine</i>		<i>CP18</i>

Extended Description:
18" cold planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	24" Cold Planer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101608	Erskine		CP24

Extended Description:
24" Cold Planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	30" Cold Planer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101608	Erskine		CP30

Extended Description:
30" Cold Planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	96" Broom	10.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
22101700	Erskine		960HDXL		

Extended Description:
96" Broom

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	72" Broom	10.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
22101700	Erskine		HD 72		

Extended Description:
72" Broom

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	PREBID - 11:00am Equip Div. Buckhannon WV	2022-05-26
2	Tech Questions due by 10:00am	2022-06-02

	Document Phase	Document Description	Page 5
DOT2200000173	Final	Skid Steer w/attachments 7022EC16	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

WV DOH Equipment Division
83 Brushy Fork Rd. Crossing
Buckhannon, WV 26201
May 26, 2022 @ 11:00am

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

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

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

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

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: June 2, 2022 by 10:00am 

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: John Estep

SOLICITATION NO.: CRFQ 0803 DOT2200000173

BID OPENING DATE: June 2, 2022

BID OPENING TIME: 1:30 pm

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: June 8, 2022 @ 1:30pm

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

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

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

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

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specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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

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

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

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

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

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

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

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

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

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

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

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

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General's Office (Attorney General approval is as to form only).

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

Revised 04/01/2022

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

Vendor must maintain:

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

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

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

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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) Donnie Bensenhaver, Mobile Sales
(Printed Name and Title) Donnie Bensenhaver, Mobile Sales
(Address) 242 West Main St Salem, WV 26426
(Phone Number) / (Fax Number) 304-871-1478 / 304-370-2111
(email address) dbensenhaver@parcs.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.

TL Tractor Guys, LLC
(Company)
Donnie Bensenhaver Mobile Sales
(Authorized Signature) (Representative Name, Title)
Donnie Bensenhaver Mobile Sales 6-7-2022
(Printed Name and Title of Authorized Representative) (Date)
304-871-1478 / 304-370-2111
(Phone Number) (Fax Number)
dbensenhaver@parcs.com
(Email Address)

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish an open-end contract to purchase John Deere 333G Skid Steer or equal.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means the list of items identified in Section 3.1 below and on the pricing pages.

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

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

2.4 "PSI" means an abbreviation Pounds per square inch.

2.5 "Total Bid Price" means the sum of the bid total column.

2.6 "ISO" means International Organization for Standardization.

3. GENERAL REQUIREMENTS:

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

3.1.1 GENERAL

3.1.1.1 Must be produced after Jan 2022 and a current production model with a minimum one year production time and a minimum of 25 units sold.

*New Holland
C362*

3.1.1.2 Prototypes and demonstrator models will not be accepted.

3.1.1.3 Gross horsepower must be 100 minimum. *114 HP*

3.1.1.4 Operating weight must be a minimum 12000. *16,100*

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

3.1.1.5 Must be a two-speed transmission and be capable of a minimum 7 miles per hour travel speed.

New Holland C362
Two-speed
8 Mph

3.1.1.6 Fuel capacity must be a minimum of 30 gallons.

30g

3.1.1.7 Hydraulic system must be a minimum of 14 gallons.

11.5g will Accept

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

3.3g will Accept

3.1.1.9 Engine must meet tier 4 final emissions regulations.

STD

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

STD

3.1.1.11 Electrical system must be 12 volt with a minimum 925 cold crank amp battery and minimum 80 amp alternator.

*12V, 950CCA,
160amp*

3.1.1.12 Must have a 4 micron primary fuel filter and water separator.

STD

3.1.1.13 Must have a backup alarm.

STD

3.1.1.14 Must be telematics ready.

STD

3.1.2 Capacity

3.1.2.1 Tipping load- foundry minimum 10000 pounds.

12,400 lbs

3.1.2.2 Bucket breakout must be rated for a minimum of 7270 pounds with construction bucket.

12,900 lbs

3.1.2.3 Maximum ground pressure 6 pound per square inch.

6.1

3.1.2.4 Tipping load at 35% 3500 pounds minimum.

4340 lbs

3.1.3 Frame and Bucket

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

84.6"

3.1.3.2 Minimum width with no bucket must be 77 inches.

78.6"

3.1.3.3 Bucket must be self-leveling on both raise and lower.

STD

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

- 3.1.3.4 Length with bucket on the ground 145 inches minimum. *150" Plus*
- 3.1.3.5 Minimum ground clearance shall be 9 inches. *12.6"*
- 3.1.3.6 Bucket breakout force with foundry bucket must be a minimum of 9188 pounds. *Removed From Bid*
- 3.1.3.7 Construction bucket must be heaviest duty available 84 inches wide and have a replaceable bolt on straight cutting edge. *Yes*
- 3.1.3.8 Must be capable of reaching 10 feet 5 inches height to hinge pin. *11'6"*
- 3.1.3.9 Must be a quick attach style for bucket and attachment. *STD*
- 3.1.3.10 Lifts arms must be cushioned slowing the downward motion just before the arms reach their stops. *STD*
- 3.1.3.11 Cylinder connection points must have replaceable bushings. *STD*

3.1.4 Hydraulic

- 3.1.4.1 Hydraulic pressure must be a minimum of 3450 PSI *3450 STD*
- 3.1.4.2 Hydraulic flow must be a minimum 40 gallons per minute. *41.6 gallons*
- 3.1.4.3 Hydraulic power must have a minimum rating of 80 horse power. *80.3*
- 3.1.4.4 Must have quick coupler hydraulic fittings attachable under pressure for running attachments. *Yes*

3.1.5 Cab

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

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

- 3.1.5.4 Must have a factory installed back up camera. STD
- 3.1.5.5 Must have top, rear and side windows. STD
- 3.1.5.6 Must have a horn STD
- 3.1.5.7 Decibel rating inside cab must be a maximum of 83. 84 will accept
- 3.1.5.8 Must have a rotating beacon light factory installed. Yes
- 3.1.5.9 Must have two rear LED tail-lights STD
- 3.1.5.10 Must have two rear led work lights, two front led work lights and two side facing led work lights. STD
- 3.1.5.11 Must have hazard warning lights. STD
- 3.1.5.12 Must have an across the shoulder or lap seat belt. STD will accept
- 3.1.5.13 Must have manufacturers strongest door offered for severe-duty and have a windshield wiper. STD
- 3.1.5.14 Must have AM/FM radio with auxiliary input and Bluetooth manufacturer installed. STD
- 3.1.5.15 Rear grille must be heaviest duty available. STD
- 3.1.5.16 Joysticks must be switchable from ISO to H pattern controls along with 3 pin and 14 pin attachment control harness installed. Yes

3.1.6 Tracks and Drive

- 3.1.6.1 Tracks must be rubber with steel inserts and a zig zag lug patter. STD
- 3.1.6.2 Must be a minimum of 17.5 inches wide. 17.7"
- 3.1.6.3 Must have planetary reduction final drive STD
- 3.1.6.4 Must wet-disc park brake STD
- 3.1.6.5 Must have wet-disc brakes. Wet Dynamic Braking through Hydro Transmission

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

3.1.6.6 Must have five triple flange smooth ride all steel rollers per side. *STD 6 rollers*

3.1.7 Attachments

3.1.7.1 Attachments must include all mounting hardware, wiring harness, standard water spray system with min 30-gallon water tank for dust control and any needed items to make the attachment complete and operational. Units must have a hydraulically driven planetary drive and controlled from inside the cab.

3.1.7.2 John Deere Cold Planer or equal

3.1.7.2.1 Model numbers and cut size

A. CP18E. 18 inch cut

B. CP24E. 24 inch cut

C. CP30E. 30 inch cut

3.1.7.3 John Deere Angle broom or equal

3.1.7.3.1 Model number and size

A. BA96C 96 inch brush

3.1.7.4 John Deere Pick-up broom

3.1.7.4.1 Model and size

A. BR72C. 72 inch

3.1.8 Warranty:

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

3.1.9 Operating and Service Manuals and Parts Lists:

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

REQUEST FOR QUOTATION
John Deere Skid Steer 333G or Equal

3.1.10 Training:

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

3.1.11 Preventative Maintenance & Operator Procedures:

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

4. CONTRACT AWARD:

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

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

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

Vendor should electronically enter the information into the Pricing Page through WV OASIS, if available, or as an electronic document. In most

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

220 Plus Delivery

6.1 Delivery Time: A completed pilot model for inspection must be provided within 200 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 220 working days after orders are received. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

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

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

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7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

REQUEST FOR QUOTATION
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- 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: Donnie Bensenhaver
Telephone Number: 304-871-1478
Fax Number: 304-370-2111
Email Address: dbensenhaver@pages.com

COMPACT TRACK LOADER

C362



INTRODUCING NEW HOLLAND'S LARGEST COMPACT TRACK LOADER

The NEW C362 Super Boom® compact track loader offers the rugged construction, power, performance to excel on the farm, in rental yards and on construction sites. With 6,200-lb rated operating capacity, and greater breakout force, the C362 lifts more hay bales, hauls heavier pallets, and moves bigger boulders so you keep ahead of schedule.

Super Boom® vertical lift design

The C362 is optimized for lift-and-carry operations. The patented New Holland Super Boom® vertical lift linkage offers more height and reach, which allows operators to load material into the center of high-sided truck boxes or hoppers.

Heavy-duty construction

The C362 is built with a heavy-duty steel rear door, steel rear hood, and NEW LED front work lights with sidelamps, for extra visibility during nighttime operation.



The power, strength and stability to lift more

- 6,200-lb rated operating capacity @ 50% tipping load (12,400-lb tipping load)
- 114-HP engine @ 2500 RPM
- Long track base of 64.5 inches (74.2 inch wide tracks)
- Ground pressure of 6.1 psi
- Strong bucket tip and lift breakout forces of 12,907 and 12,084 lbs respectively with 78" heavy duty bucket

A smooth ride and improved track life

The low-profile undercarriage design provides an extended track life and a smoother ride, by using steel-embedded tracks rolling on the rubber instead of the steel.

C362 COMPACT TRACK LOADER (VERTICAL LIFT) SPECIFICATIONS

Engine		
Manufacturer/model	FPT	
Type	F5B FL413 D*CO05	
Cylinder	Diesel 4-stroke,	
Bore/stroke	Turbo, D.I.	
Displacement	4	
Fuel injection	in (mm) 3.9 x 4.3 (99 x 110)	
Fuel	in³ [L] 207 (3.4)	
Fuel filter	HPCR Direct	
Air intake	#2 diesel	
Cooling	Pre-filter Beta (30) =	
Engine speeds	200/spin-on, Main filter	
High idle - no load	Beta (4) = 20/spin-on	
Rated - full load	Turbocharged w/	
Low idle	waste gate and	
Horsepower per SAE J1349	external cooled EGR	
Gross	Liquid	
Net		
Peak torque		
Power Train		
Electro-hydraulic drive pump		
Displacement	in³ [cc] 3 (49.1)	
Flow at rated engine rpm @95.8% eff.	gpm (Lpm) 37.9 (143.5)	
Charge pressure	psi (bar) 43.5 (3)	
System relief	psi (bar) 5,802 (400)	
Control	Electro-Hydraulic	
Drive pump electro hydraulic		
Pump to engine ratio	1:1	
Displacement	in³ [cm³] 3.7 (60)	
Flow at rated engine rpm @96% eff.	gpm (Lpm) 37.9 (143.5)	
Charge pressure	psi (bar) 377 (26)	
System relief	psi (bar) 5,820 (400)	
Control	Electro hydraulic	
Drive Motors - Rubber Undercarriage		
Max displacement	in³ [cm³] 3.0 (49.1)	
Torque @ max displ. and relief pressure,	lb-ft [N•m] 4,840 (6562)	
calculated @ 5,800 psi (400 bar)		
Travel speed - Rubber Track		
Low range	mph (kph) 5.0 (8.0)	
High range	mph (kph) 8.7 (14.0)	
Final drive	Planetary gearbox	
	with 2-speed motor	
Parking brake		
Type	Spring applied,	
	hydraulic release	
Engagement	multiple disc	
	Depress on/off brake	
	button on handle or	
	instrument panel,	
	raise seat bar, get off	
	seat or stop engine.	

Hydraulic System		
Pumps		
Type		Axial Piston
Displacement high flow aux.	in³ [cm³]	3.8 (63.0)
High Flow and Enhanced	gpm (Lpm)	41.6 (157)
Loader control valve		
Type		3 spool / open center / series
Relief pressure		
High Flow	psi (bar)	3,450 (238)
Enhanced	psi (bar)	4,100 (283)
Cylinders		
Lift cylinder		
Bore diameter	in (mm)	3.25 (82.5)
Rod diameter	in (mm)	2.25 (57.1)
Stroke	in (mm)	38.8 (985)
Closed length	in (mm)	59.6 (1515)
Bucket cylinders		
Bore diameter	in (mm)	3.25 (82.5)
Rod diameter	in (mm)	1.75 (44.5)
Stroke	in (mm)	19.7 (500)
Closed length	in (mm)	31.5 (800)
Weights		
Operating weight	lbs (kg)	16,100 (7311)
Shipping weight	lbs (kg)	15,800 (7182)
Service Capacities		
Fuel tank	gal (L)	30.8 (116.5)
DEF tank	gal (L)	3.3 (12.4)
Engine oil with filter	qt (L)	8.9 (8.5)
Hydraulic system		
System capacity with filter	gal (L)	10.7 (40.5)
Performance Specs		
Rated operating load		
50% tip	lbs (kg)	6,200 (2812)
Tipping load	lbs (kg)	12,400 (5625)
Breakout forces		
Lift cylinder	lbs (kN)	12,084 (53.8)
Bucket cylinder	lbs (kN)	12,907 (57.4)
Cycle times		
Raise	sec	4.2
Lower	sec	2.2
Dump	sec	2.3
Roll back	sec	1.6
Dimensions		
Height to		
Bucket hinge pin	in (m)	140.2 (3.56)
Top of ROPS	in (m)	84.6 (2.15)
Overall length without attachment	in (m)	129.5 (3.29)
with coupler		
Track on ground	in (m)	74 (1.88)
Ground clearance - bottom of	in (m)	12.6 (0.32)
belly pan		
Over the track width - Rubber Track	in (m)	78.3 (1.99)

For all Dimensions and Performance Metrics, unless otherwise specified:
C362 - Equipped with cab, 165 lb operator, full fuel, 78" Heavy Duty Dirt Bucket, with 17.7" wide tracks.



Learn more at www.newholland.com

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without



New Holland Construction

Bid Specifications

for

**New Holland C362 Tier 4 Final
Compact Track Loader**

March 2022

Category: 300 Series Compact Track Loader Series
Model: C362
Document: CON-10154-22
Date: March 2022

COMPACT TRACK LOADER BID SPECIFICATIONS

114 - NET HORSEPOWER

4,340 - POUND RATED OPERATING CAPACITY (35% of Tipping)
6,200 - POUND RATED OPERATING CAPACITY (50% of Tipping)

The following specifications describe the **minimum** requirements for a compact track loader. The equipment bid shall be new, and of the current production model. All specifications advertised must comply with SAE definitions and standards. Two (2) copies of current literature must be submitted with the bid. Successful bidder must supply operator's manual, parts book, and service manual at time of delivery. Warranty service and parts must be provided within the county where unit is to be delivered.

The following information will help to design a government or public utility bid requirement for a **4,340 / 6,200 pound rated operating capacity compact track loader**.

Engine

The compact track loader shall have a 4-cylinder turbo diesel Tier 4 Final certified engine with a minimum 114 net horsepower @ 2500 rpm. The engine shall provide a minimum SAE net torque rating of 339 ft-lbs. @ 1400rpm

The engine also shall have the following:

- Liquid-cooled, 4-cylinder high pressure common rail direct-injection diesel engine Tier 4 Final certified
- Minimum 207 cubic inch displacement
- Timed glow plugs
- Dual stage dry, element air cleaner
- Inline fuel filter cartridge with water separator
- Spin-on engine oil filter
- Selective catalytic reduction (SCR) muffler using Diesel Exhaust Fluid (DEF)
- Engine block heater – 120v
- Manufacturer approved for B5 bio-diesel fuel

Hydrostatic Transmission

The power train shall be hydrostatic drive.

The hydrostatic drive shall also provide the following:

- Two variable displacement piston pumps
- Hydrostatic pumps that are directly driven off the engine flywheel (no belts)
- Standard two speed drive
- Travel speed low range 5.5 mph, high range 8.0 mph
- Auto straight-line tracking
- Creep Mode
 - Controlled via left hand joystick with incremental settings between 1-100 in the low-speed range.

Undercarriage

The compact track loader shall utilize a High Drive sprocket with planetary gear reduction.

The undercarriage shall also have the following:

- 2 double flange Idlers / 6 triple flange rollers per side
- Hydraulic grease cylinder track adjustment
- Roller lubrication shall be Permanent (Sealed)
- Rubber Track 17.7" Belt – 6.1 psi ground pressure
 - H-Block tread pattern
 - 100 Pitch
 - High-tensile steel cables in core
- Length of track on ground – 74 inches
- Open undercarriage design for easy clean out of mud and debris
- Tractive effort (60% system efficiency): 10,995 lbs.
- Rigid track frame

Hydraulics

The compact track loader shall have a closed center load sensing hydraulic system equipped with a 3-spool hydraulic valve, load-check valves for lift and curl functions, circuit relief valve for lift and curl functions, loader arm detent-float position, and auxiliary detent-flow position.

The implement hydraulic system shall also have the following:

- Axial piston type pump
- Minimum 24.2 GPM @ 3,450 at rated engine speed
- **Standard**—High flow auxiliary hydraulic with minimum 41.6 GPM @ 3,450 psi at rated engine speed
- Optional—Enhanced High flow auxiliary hydraulic with minimum 41.6 GPM @ 4,100 psi at rated engine speed
- Fully functional auxiliary hydraulic system with ISO flat face hydraulic quick-couplers that supply hydraulic oil flow to attachments\
- Right side 2nd Auxiliary ISO flat face hydraulic quick-couplers for additional function.
- 6-micron rated full-flow return filter
- Loader arm override control to lower loader arms when engine power is not available

Electrical System

The electrical system shall have the following features:

- 12-volt electrical system
- Minimum 160-amp alternator
- Single, 950 CCA maintenance free battery
- 4 LED front work lights
- 2 LED rear work lights with amber halogen hazard lights
- Pre-wired for rotating beacon
- Dedicated battery compartment with locking door.
- Standard Master Disconnect and Jumper Post
- Standard 14 Pin Connector for Auxiliary Attachment Multifunction Control

Loader and Linkage

The loader arms shall have a multi-link design with a vertical lift path.

The loader and linkage/bucket shall also have the following features:

- Dual lift cylinders
- Dual bucket cylinders with cylinder guards
- Optional factory installed hydraulic heavy duty front coupler
- Vertical lift to maximize dump reach at maximum height

Operator Environment

The operator compartment shall be accessible from the front of the machine.

The operator compartment shall also have the following features:

- Adjustable, cushioned, suspension seat with backrest
- Fabric headliner
- Adjustable arm rests
- (2) Power plugs (12v and USB)
- High visibility backlit controls
- Instruments and gauges mounted on front posts for quick, easy operator access
- Throttle control dial on right front post for easy access and standard foot throttle
- Blue tooth, (satellite-radio ready) radio with hands free calling (standard for enclosed cabs)
- Removable side screens for easy window cleaning

Following are features of the 8" LCD Multi-Function Display

- Standard for electro-hydraulic controlled machines
- Digital Home Screen display for;
 - Hydraulic oil temperature
 - Engine coolant temperature
 - Fuel level
 - DEF Level
 - Engine RPM
 - Battery status
 - Reverse Camera view (With Always on or On in Reverse settings)
- Dedicated screen for adjusting electro-hydraulic control sensitivity
- Engine Control Settings
 - Economy mode
 - Automatically shut down machine with no operator in seat after designated amount of time to conserve fuel
 - Engine Protection Mode
 - Forces engine into de-rated mode then forced shut down to address engine failure issues
 - Ignition Timeout
 - Automatically shut down power with no operator in seat after designated amount of time to preserve battery life
- Preventative/Periodic Maintenance Tracking screen
- User Security Codes screen with user function lockout capabilities

Fault code and machine alerts displayed on 8" LCD display with audible alarm include but not limited to:

- Warning Display and/or Audible alarms for:
 - Critical system stop
 - Electrical and diagnostic system
 - Hydraulic system malfunction
 - Engine system malfunction
 - Seat belt not latched
 - Parking brake engaged
 - Engine pre-heating
 - Engine coolant temperature
 - Hydraulic charge pressure
 - Hydraulic oil temperature
 - Engine oil pressure
 - DEF level, DEF quality/concentration
- Automatic engine shut-off (with 30 second restart intervals) for
 - Low engine oil pressure

Safety

The compact track loader shall have the following features

- ROPS/FOPS cab certified Level 1
- Retractable seat belt
- Lap bar
- Automatic boom and bucket control lock-out if seat belt is disconnected or operator leaves the seat
- Engine start lock-out if operator is not seated
- Spring Applied Hydraulic Release (SAHR) parking brake
- Boom safety stop applied manually from inside cab
- Back-up alarm
- Horn
- Removable rear window (no tools required) for emergency exit
- Removable front window (no tools required) for emergency exit
- 2-way Hydraulic Release from inside the cab
- Standard wide-angle rear-view mirror
- Standard Heavy Duty Rear Door

Performance

The compact track loader performance shall include the following:

- Maximum height to the top of the ROPS of 84.6 inches
- Minimum height to the hinge pin of 140.2 inches
- Minimum dump height with loader arms at maximum height of 109 inches
- Minimum reach with bucket at full height of 29.6 inches
- Minimum overall width of 78.3 inches
- Lift cylinder breakout force of 12,084 pounds force with HD bucket
- Bucket cylinder breakout force of 12,907 pounds force with HD bucket
- Minimum tipping load capacity of 12,500 pounds
- Minimum operating load of 4,340 pounds @ 35% of Tipping and 6,200 pounds @ 50% of tipping
- Cycle time raising the loader arms 4.18 seconds
- Cycle time lowering the loader arms 2.18 second
- Bucket dump time of 2.25 seconds
- Bucket rollback of 1.6 seconds
- Minimum operating weight of 16,100 pounds
- Equipped with Ride Control and One-Way Self Leveling as standard
- Standard High Flow Aux hydraulics with 41 gpm @ 3,450 psi relief
- Standard Hydraulically powered Auto Reversing Fan with manual override

Serviceability

The compact track loader shall be easy to service from ground level.

The compact track loader service shall also include the following:

- 10-hour loader arm pin lube interval
- 30.8 gallon fuel tank
- 3.3 gallon diesel exhaust fluid (DEF) tank
- Ground level daily maintenance items grouped together.
- Flip-top ROPS/cab tilts forward for complete component access
- Debris Seal Package
- Operators Compartment Floor Cleanout
- Lockable Service engine Hood

Machine Controls

The compact track loader shall be equipped with low effort Electric over Hydraulic (E-H) Controls with pattern changer for H-Pattern and ISO pattern

- Auxiliary hydraulics controls mounted on the hand grips
- Programmable controls with four (4) levels of speed and three (3) degrees of sensitivity for each of the three operations (travel/boom/bucket) via the EZ EH settings screen in display.

Warranty

The compact track loader warranty shall include the following:

- Minimum manufacturer's standard warranty period of 12 months, unlimited hours and an additional 12 months with up to 2000 total machine hours.
- Optional, full coverage, extended service protection program availability for up to 60 months or 5,000 hours from date of original delivery

Design, materials and/or specifications are subject to change without notice and without liability thereof. Specifications are applicable to units sold in Canada, the United States, its territories, and possessions, and may vary outside these areas.

QUOTATION CONFIRMATION

QUOTATION	PRINT DATE	QUOTE DATE
701669119	06/08/2022	06/06/2022

SOLD TO 125412

THE TRACTOR GUYS LLC
14 TUNNEL HILL RD
SALEM WV
US 26426

SALES AREA	CURRENCY	PURCHASE ORDER NO.	END CUSTOMER
CNH Industrial America LLC Construction Equip.	USD		

Description			Origin	List Price	Net Price
PRICELIST	0069				
PRICE EFFECTIVE DATE	08/01/2022				
CONTRACT	CONT013230	NHCE MY23 - 9 Month Terms			
COMMERCIAL MODEL	C362	C362			
MODEL	C355R	C355R			
REGION	CE-NA	CE-NA			
Base machine price					
NEW HOLLAND CTL/SSL	468160	Limited AIR CAB			
PACKAGES					
	E-H CONTROLS				
	HIGH FLOW PLUS				
	HYDRAULIC COUPLER				
	E-H CAB LCD DISPLAY				
	AIR SUSPENSION SEAT				
	GLASS FRONT DOOR				
	RUBBER TRACK				
TELEMATICS-CNTRLs	761362	NH TELEMATICS-VZ			
Transport Protection	464957	TRANSPORT PROTECTION			
LANGUAGE OPTIONS	761328	English			
TRACK OPTIONS	761261	Rubber Track			
BUCKETS	761144	84" Heavy Duty Dirt Bucket			
BOLT ON CUTTING EDGE	761149	84" Bolt on Cutting Edge			
BASE CONTROL DISPLAY	761343	Base-EH - No Ripper			
BLOCK HEATER	761326	BLOCK HEATER			
CAB ENVIRONMENT	761314	HVAC CAB			
CAB SEAT	761062	Air Ride Suspension Seat			
CAB SIDE WINDOWS	725690	Cab Side Windows			
COMPLETE CAB	761311	E-H Cab LCD Display			
FRONT DOOR	761264	Glass - Front Door			
HYDRAULIC AUX	761069	High Flow Auxiliary			
LAP BAR-NH	761224	LAP BAR NEW HOLLAND			
MAT	761173	Floor Mat E-H Controls			

QUOTATION CONFIRMATION

QUOTATION	PRINT DATE	QUOTE DATE
701669119	06/08/2022	06/06/2022

SOLD TO 125412

THE TRACTOR GUYS LLC
14 TUNNEL HILL RD
SALEM WV
US 26426

SALES AREA	CURRENCY	PURCHASE ORDER NO.	END CUSTOMER
CNH Industrial America LLC Construction Equip.	USD		

Description			Origin	List Price	Net Price
MULTI-FUNCTION ELECTRICAL CTRL	761334	MULTIFUNC NO RD LGTS			
OPTION PACKAGES	761037	High Flow Plus Package			
SELF LEVEL CONTROLS	761345	SLF LEVL W-RIDE CNTR			
TELEMATIC SUBSCRIPTI	761193	1 YR ADV SUBSCRIPTIO			
		Dealer Net			
		NHCE GRD			
		Net for Wholegood			
		Programs			
		Mrkt Development Fee			
		Total Sundries			
		Total Taxes			
		Total			
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. FREIGHT ESTIMATE NOT INCLUDED. QUOTATION UPDATED: REQUIRED DELIVERY DATE YEAR 2023 MONTHMAY					



PROFORMA INVOICE

Order Number 2063588
Created Date 6/7/2022
Expiration Date 6/30/2022

Mail Payment to Lockbox:
Erskine Attachments
Dept. CH 17715
Palatine, IL 60055-7715

Terms Net 15
Est Ship Date 10 - 11 Weeks
Ship Via Truck
Ex Works Shipping Point

Prepared By Ryan Kompelien
Phone (320) 219-6367
Email ryan.kompelien@erskineattachments.com
Account Owner Ryan Kompelien

Contact Name Donnie Bensenhaver
Phone (304) 871-1478
Email dbensenhaver@parcs.com

Bill To Name PARCS Superstores Bruceton Mills
Bill To 72 RUDVILLE ROAD
BRUCETON MILLS, WV 26525
US

Ship To Name PARCS Superstores Bruceton Mills
Ship To 72 RUDVILLE ROAD
BRUCETON MILLS, WV 26525
US

Product Code	Product	Quantity	List Price	Discount	Dealer Net Price
900938	Cold Planer 18" 4-Function Model CP18				
900939	Cold Planer 24" 4-Function Model CP24				
901430	Cold Planer 36" 4-Function Model CP36				
314486	Bolt-On Rollers for Cold Planer				
320389	Factory Installed High Flow Couplers - 5/8 12MJ				
317401	Case Drain Coupler (male)				
314451	CP Wire Harness Case/NH/Gehl/JCB/Volvo C Series 14 Pin (4-Function)				
Line Break	-				
901539	Heavy-Duty Power Angle Broom 960HDXL (Hyd. Angling, Reversible w/poly/steel)				
320058	Flat Faced - Factory Installed Couplers				
320233	Wire Harness Case/NH/Gehl/JCB/Volvo C Series 14 Pin				
Line Break	-				
901467	Heavy-Duty Pick-Up Broom 72" (w/poly/steel wafer package)				
320058	Flat Faced - Factory Installed Couplers				
350302	Water kit for Pick-Up Broom 72"/84"				
Line Break	-				
901110	Dust Control Water Kit				

Total Price

Freight

Th

Grand Total

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000173

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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

The Tractor Guys LLC
Company

Authorized Signature
6-7-2022
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: 1039118

Doc Description: ADDENDUM NO_2 Skid Steer w/attachments 7022EC16

Reason for Modification:

ADDENDUM NO_2
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-03	2022-06-08 13:30	CRFQ 0803 DOT2200000173	3

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 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 John Deere 333G Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	20.00000	EA		

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

22101529

Extended Description:

Skid Steer

INVOICE TO**SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	18" cold planer	10.00000	EA		

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

22101608

Extended Description:

18" cold planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	24" Cold Planer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101608			

Extended Description:

24" Cold Planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	30" Cold Planer	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101608			

Extended Description:

30" Cold Planer

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	96" Broom	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

96" Broom

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	72" Broom	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

72" Broom

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	PREBID - 11:00am Equip Div. Buckhannon WV	2022-05-26
2	Tech Questions due by 10:00am	2022-06-02

SOLICITATION NUMBER: CRFQ DOT2200000173

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000173 ("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:

Vendor Questions and Responses

Bid Opening remains 06/08/2022 at 1:30pm

Terms and Conditions:

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

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2200000173

SKID STEER

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

1. 3.1.1.3 Gross horsepower must be 100 minimum.

Question # 1 : Our engine is rated at 83 HP. Is this acceptable?

Question # 2: Will you accept 98 gross horsepower?

Answer: No to both questions. Leave as written.

2. 3.1.1.4 Operating weight must be a minimum 12000.

Question # 1: Our operating weight w/o attachments is 10,100 lb. Is this acceptable?

Question # 2: Will you accept 11,664 Pounds?

Answer: Will accept 11,664 minimum.

3. 3.1.1.5 Must be a two-speed transmission and be capable of a minimum 7 miles per hour travel speed.

Question: Our travel speed is 6.5 MPH. Is this acceptable?

Answer: Will accept.

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

Question: Our fuel capacity is 24 gallons. Is this acceptable?

Answer: Will accept.

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

Question: Is a 10.7 gallon hydraulic system acceptable?

Answer: Will accept.

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

Question: Is a 3.3 gallon diesel exhaust fluid acceptable.

Answer: Will accept.

7. 3.1.2.1 Tipping load- foundry minimum 10000 pounds.

Question: Our tipping load is 7,254 lbs. Is this acceptable?

Answer: No leave as written.

8. 3.1.2.4 Tipping load at 35% 3500 pounds minimum.

Question: Our tipping load at 35% is 2,536 lb. Is this acceptable?

Answer: No leave as written.

9. 3.1.3.2 Minimum width with no bucket must be 77 inches.

Question: Our overall width w/o bucket is 72". Is that acceptable?

Answer: Will accept.

10. 3.1.3.3 Bucket must be self-leveling on both raise and lower.

Question: Is a hydraulic one-way raise self-leveling bucket acceptable.

Answer: Will accept.

11. 3.1.3.6 Bucket breakout force with foundry bucket must be a minimum of 9188 pounds.

Question # 1: Our standard bucket digging force is 8,010 lb. Is that acceptable? Is this a conflict with 3.1.2.2?

Question # 2: Could this be clarified and/or removed? Our machine meets the other breakout force specs, but our manufacturer does not publish a foundry bucket breakout force. Furthermore, the machine is not spec'd with a foundry bucket, so this spec isn't needed or applicable.

Answer: Question #1 Yes will accept and no it is not a conflict foundry bucket and construction bucket carry different breakout force ratings.

Question #2 Will remove 3.1.3.6.

12. 3.1.3.7 Construction bucket must be heaviest duty available 84 inches wide and have a replaceable bolt on straight cutting edge.

Question: Our standard bucket width is 74". Is that acceptable

Answer: No leave as written.

13. 3.1.3.8 Must be capable of reaching 10 feet 5 inches height to hinge pin

Question: Our reach is 10' 2". Is that acceptable?

Answer: Will accept.

14. 3.1.3.10 Lifts arms must be cushioned slowing the downward motion just before the arms reach their stops.

Question: Are non-cushioned lift arms acceptable.

Answer: Will accept.

15. 3.1.4.1 Hydraulic pressure must be a minimum of 3450 PSI

Question: Our hydraulic system pressure is 3,000 PSI. Is that acceptable?

Answer: Will accept.

16. 3.1.4.2 Hydraulic flow must be a minimum 40 gallons per minute.

Question # 1: Our auxiliary hydraulic flow is 36.7 GPM. Is this acceptable?

Question # 2: Will you accept 32 gallons per minute? That is the normal high flow hydraulic range and will handle all of the high flow attachments that you have spec'd (cold planers)

Answer: No leave as written to both questions.

17. 3.1.4.3 Hydraulic power must have a minimum rating of 80 horsepower.

Question: Will you accept 76 horsepower? Again, this will handle all of the high flow attachments you have spec'd.

Answer: No leave as written.

18. 3.1.5.2 Seat must be cloth high backed heated and air suspension, recline and lumbar support.

Question: Our seats are vinyl. Is that acceptable?

Answer: No leave as written.

19. 3.1.5.3 Machine information and diagnostics must be shown on an LCD display in the cab.

Question: Our machine info is via gauges. Is that acceptable?

Answer: Yes will accept.

20. 3.1.5.4 Must have a factory installed back up camera.

Question: We do not have factory installed back up camera. Is that acceptable?

Answer: Will accept dealer installed but unit must have back up camera at time of delivery.

21. 3.1.5.7 Decibel rating inside cab must be a maximum of 83.

Question: Is a decibel rating inside cab of 88 acceptable.

Answer: Will accept.

22. 3.1.6.6 Must have five triple flange smooth ride all steel rollers per side.

Question: Our machine has four rollers per side. Is that acceptable?

Answer: Will accept

23. 6.1 Delivery Time: A completed pilot model for inspection must be provided within 200 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 220 working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

Question # 1: We request 365 working days delivery time for the pilot model and 365 working days delivery time for standard orders.

Question # 2: Would 230 days for the pilot model and 250 days for the balance of the order be acceptable. This is our best estimate of availability at this point in time and may be affected by circumstances out of our control.

Answer: Will accept up to 365/365

24. Pricing Page

Question: Will the attachments be purchased only with a skid steer purchase?

Answer: No attachments can be purchased with or without a skid steer.

25. Question: There is a typo on items 6 & 7 in the "Instructions to vendors submitting bids" section. It shows a bid opening date of 6/2/22 under the information section in section 6, but then shows a bid opening date of 6/8/22 directly below that in section 7. Please clarify the bid opening date.

Answer: Bid opening date will be 6/8/2022

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000135

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.

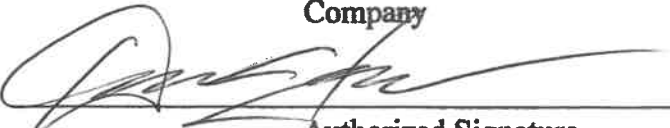
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

The Tractor Guys LLC
Company

Authorized Signature
6-7-2022
Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2022

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	Johnson Insurance Agencies, Inc. 598 Church St S. Ripley, WV 25271	CONTACT NAME: Brian W. Johnson PHONE (A/C, No, Ext): (304)372-8076 E-MAIL ADDRESS: bj@jainc.com FAX (A/C, No): (304)372-8077
INSURED	The Tractor Guys LLC 242 W Main St Salem, WV 26426-1223	INSURER(S) AFFORDING COVERAGE INSURER A: Encova Insurance NAIC #: 13331 INSURER B: Motorist Insurance Group NAIC #: 13331 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00005659-3617635

REVISION NUMBER: 3

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			5000040438	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5000040438	03/22/2022	03/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			5000040438	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			5000040438	03/22/2022	03/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured: State of WV

1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305

CERTIFICATE HOLDER

State of WV
1900 Kanawha Blvd. E., Bldg 5
Charleston, WV 25305

CANCELLATION

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

(RW.1)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	96" Broom	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

96" Broom

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	72" Broom	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

72" Broom

SCHEDULE OF EVENTS

Line	Event	Event Date
1	PREBID - 11:00am Equip Div. Buckhannon WV	2022-05-26
2	Tech Questions due by 10:00am	2022-06-02

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 John Deere 333G Skid Steer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
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US

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Steer	20.00000	EA		

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

22101529

Extended Description:

Skid Steer

INVOICE TO**SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	18" cold planer	10.00000	EA		

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

22101608

Extended Description:

18" cold planer

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000173

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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☒ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

The Tractor Guy's LLC
Company

Authorized Signature
6-7-22
Date

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