

Quote Id: 30199659

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Prepared For:  
**WEST VIRGINIA DIVISION OF FORESTRY**



Prepared By: **RYAN LUSK**  
Leslie Equipment Co.  
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DIVISION

# Selling Equipment

**Quote Id:** 30199659

**Customer:** WEST VIRGINIA DIVISION OF FORESTRY

## JOHN DEERE 650 P-Tier Utility Dozer

**Hours:**
**Stock Number:**

Code	Description	Qty	
55C0T	650 P-Tier Utility Dozer	2	
<b>Standard Options - Per Unit</b>			
70A1	Valve, Five-Spool Forestry w/Float on 5th (Fire Plow With Fire Sleeves)	2	Includes: 4 YEAR/ 4,000 HOUR FULL MACHINE WARRANTY
183E	JDLINK™	2	
0202	United States	2	
0259	English	2	
0351	Translated Text Labels	2	
0410	LGP PAT (Low Ground Pressure - Power Angle Tilt)	2	
0603	Cab - Level 1 Trim	2	
0950	No Rear Camera	2	
1100	No Detection System	2	
1880	No Receivers	2	
1900	No Advanced Display	2	
1950	No Application	2	
2000	No Grade Control	2	
2940	No SmartGrade™ Installed	2	
4076	John Deere 4.5L - FT4/SV	2	
4102	Automatic Reversing Hydraulic Fan	2	
5605	24 In (610 mm) Moderate Service Shoes - Heavy Duty Undercarriage	2	
5903	Full-Length Rock Guards	2	
6801	Front Idler Guards	2	
7152	Thru-Drive Hydraulic Pump for use with Direct Drive (PTO) Winch	2	
7615	PAT Blade - 115 In (2921mm) w/ HD C-Frame - Blade NOT Installed	2	
8049	Engine Air Precleaner - Rotary Carco H40-82V HydroStatic 40,000lb Winch / 4TH ROLLER FAIRLEAD ROLLER	2	
<b>Dealer Attachments</b>			
BYT12883	Screens, Cab Full Enclosure with Limb Riser Kit	2	



**Quote Summary**

**Prepared For:**  
WEST VIRGINIA DIVISION OF FORESTRY  
1900 KANAWHA BLVD E  
CHARLESTON, WV 25305

**Prepared By:**  
RYAN LUSK  
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luskryan@lec1.com

**Quote Id:** 30199659  
**Created On:** 08 January 2024  
**Last Modified On:** 10 January 2024  
**Expiration Date:** 30 January 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 650 P-Tier Utility Dozer	\$ 236,680.00 X	2 =	\$ 473,360.00
<b>Equipment Total</b>			<b>\$ 473,360.00</b>

**Quote Summary**

Equipment Total	\$ 473,360.00
SubTotal	\$ 473,360.00
Total	\$ 473,360.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 473,360.00</b>

Salesperson : X Brackley Hurst

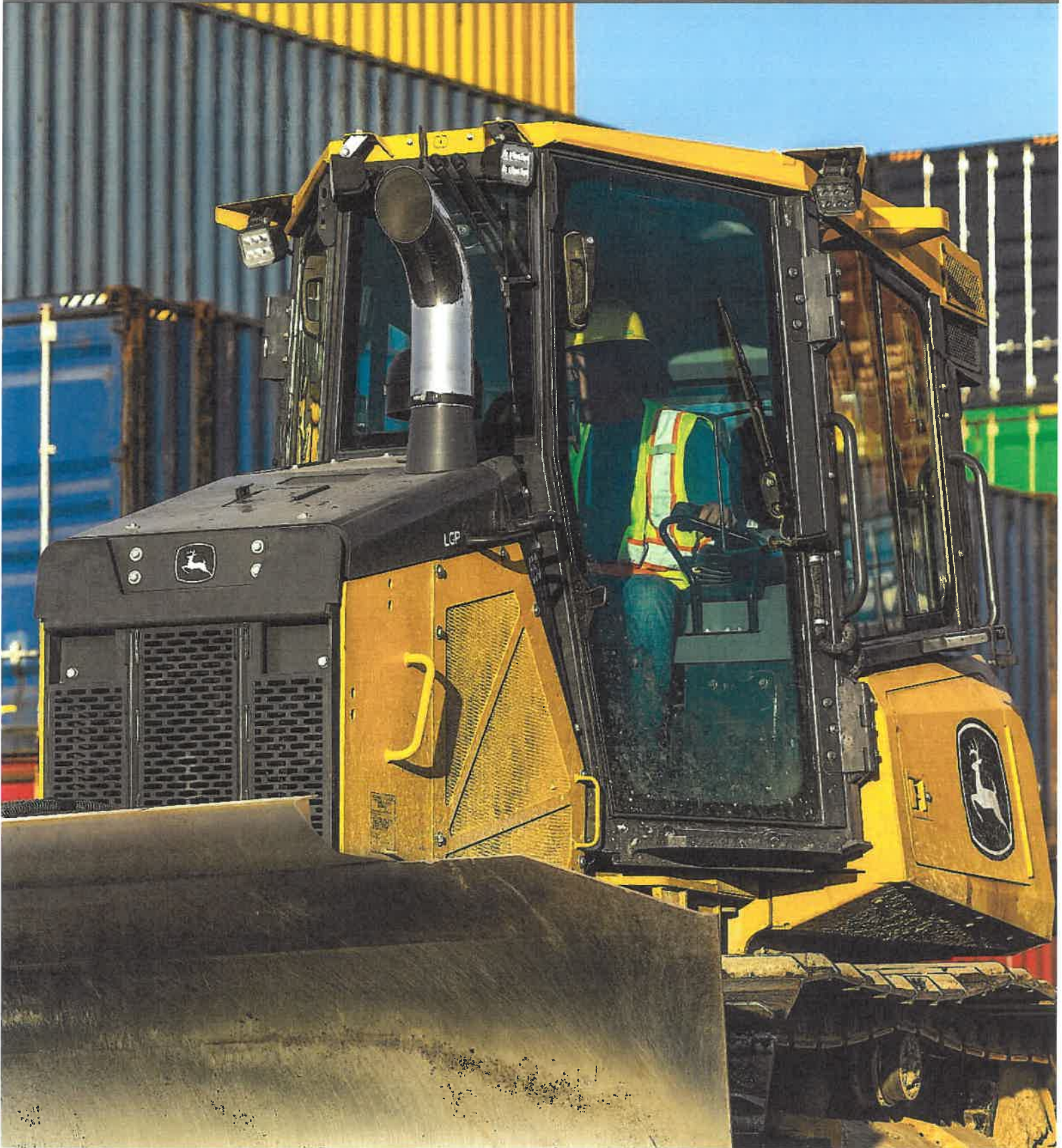
Accepted By : X \_\_\_\_\_

# 650 P

Dozer



JOHN DEERE



# THE FOUNDATION OF THE WORK YOU DO

You've been in the construction industry for a long time. So you know that your work is about more than just moving material. The success of your entire operation can rely on your dozer and the productivity and retention of able operators. With input from customers like you, John Deere has been designing and manufacturing dozers for almost 75 years. Including proven standard features and innovative options that enhance the operating experience and improve ownership economics, our new 650 P-Tier is built on the bedrock of some of your best ideas.

## Set things up

Because no two operators have the same work skill or technique, adjustable hydraulic and transmission settings can be customized to individual user preferences, for responsive control, smooth stability, and precise grading performance.

## It's all about the operator

All-new next-generation cab is 14-percent larger than the previous model, to elevate operator comfort. Redesigned controls that minimize hand and arm movements, advanced touch-screen displays with configurable settings, and optional premium heated/ventilated seat and automatic temperature control (ATC) system help get operators up to speed and in the productive zone.

## Visibility matters

A lower hood line and 14-percent more glass area expand visibility to the blade and jobsite ahead. Optional rearview camera boosts awareness of the activity behind the machine. New LED light package brings things into focus in darker environments.

## Put progress on display

Standard on electrohydraulic configurations, eight-inch touch-screen primary display reveals machine health and configurable settings plus rearview camera and Slope Control (if equipped). Additional 10-inch touch-screen display for navigating the grade-control interface is added when the machine is outfitted with dual-laser receivers.



## 650 P-TIER DOZER

# GRADE-MANAGEMENT SOLUTIONS

Our suite of factory-integrated grade-management technologies including standard EZGrade and optional 2D Slope Control and Slope Control With Dual Laser simplify difficult grading tasks. These intuitive offerings are easy for operators of any experience level to master. All technology options are fully supported by the John Deere dealer network and can be efficiently upgraded as your operation evolves:

- All-new **EZGrade** feature aids operators in manually grading smooth finish passes by making small blade corrections automatically.
- **Slope Control** assists in grading and maintaining flat, smooth, and sloping surfaces. Operators can view and set blade slope while the system automatically controls the blade to the desired slope percentage.
- **Slope Control With Dual Laser** enables operators to automatically control the blade to a specific slope and elevation using a rotating laser.



GRADE-MANAGEMENT OPTIONS  
**STREAMLINE  
GRADING TASKS &  
LEARNING CURVES**

### Operator detection

New operator-presence system uses a built-in sensor to detect that the seat is occupied before the park brake is released, to prevent unintentional machine movement.

### Management fundamentals

Simply set maximum desired ground speed and the power-management system automatically maintains peak engine speed and power efficiency without stalling or shifting.

### Take your turn

Counter-rotation boosts productivity by enabling operators to overcome heavy corner loads and quickly reposition the blade on the go.

### Tough where it counts

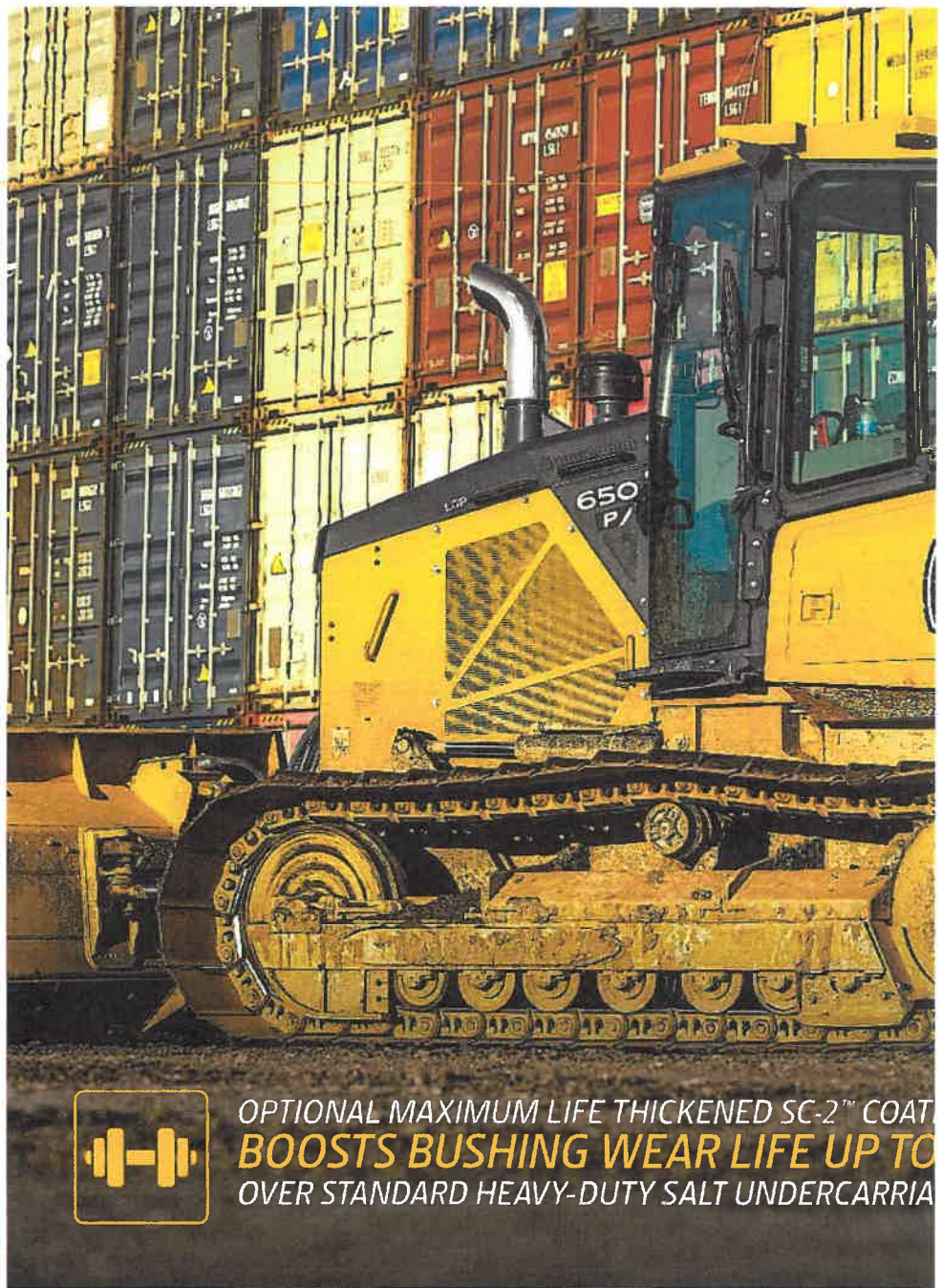
Thickened SC-2 coating on the bushings of the optional Maximum Life undercarriage helps reduce wear life by up to 75 percent over standard heavy-duty sealed and lubricated (SALT) undercarriages, to keep working longer. Routings of hydraulic hoses and electrical harnesses have been optimized to reduce leaks, rubbing, and time-consuming replacement.

### Fuel saver

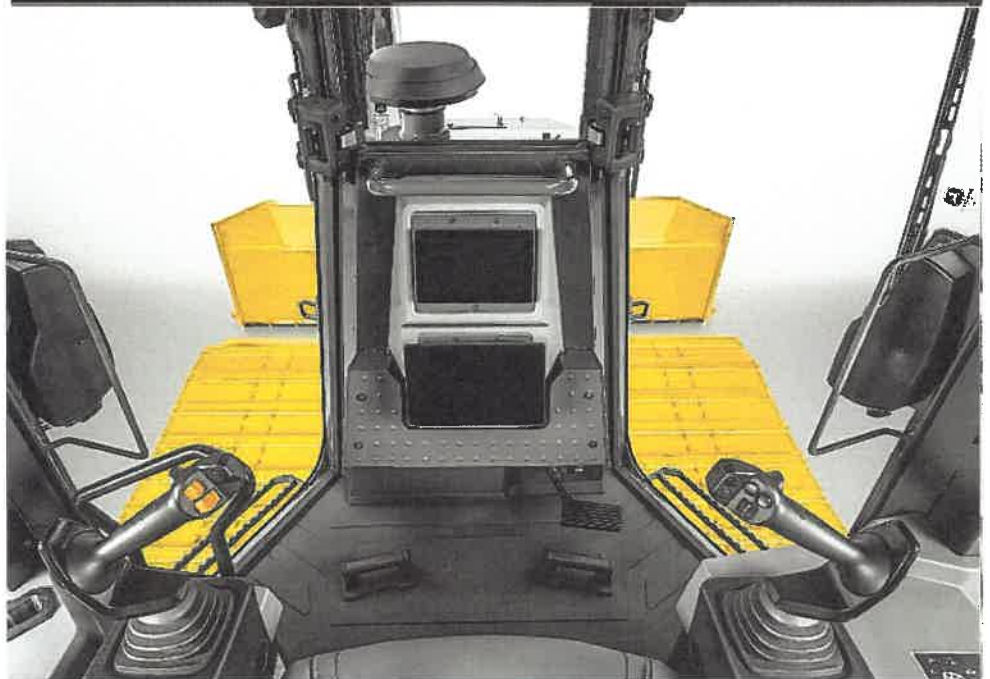
Standard Eco mode automatically adjusts engine speed and power-train settings based on load, to maximize fuel usage by up to 20 percent compared to standard operating mode, without loss of performance.

### Get a full measure

Integrated welded-on spill sheet on the large 128-inch-wide blade increases capacity and helps reduce damage caused by material spillage behind the blade.



OPTIONAL MAXIMUM LIFE THICKENED SC-2™ COAT  
**BOOSTS BUSHING WEAR LIFE UP TO**  
OVER STANDARD HEAVY-DUTY SALT UNDERCARRIA



## 650 P-TIER DOZER



ING  
75%  
GES



### Precision Construction

From grade management and obstacle detection to product automation features and jobsite intelligence, this suite of construction technology delivers productivity solutions to help you get more done, more efficiently.

John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables **John Deere Connected Support™**, which uses data from thousands of connected machines to proactively address issues before they arise. Your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.\*

\*Availability varies by region and product. Options not available in every country.





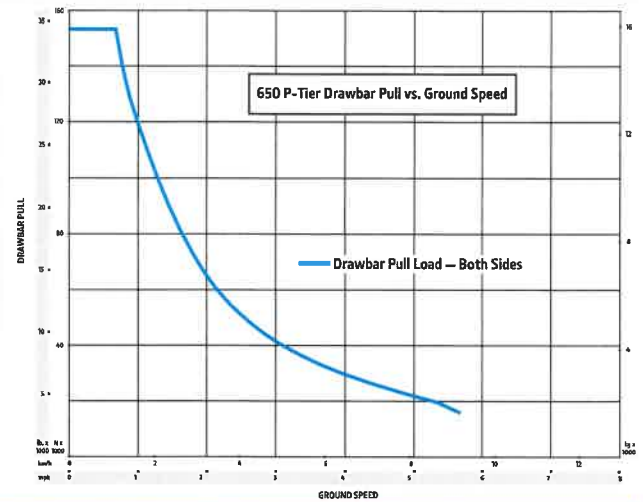
# 650

# P

## 650 P-TIER DOZER SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine		650 P-TIER XLT / 650 P-TIER LGP
Manufacturer and Model		John Deere PowerTech™ PWS 4045
Non-Road Emission Standard		EPA Final Tier 4/EU Stage V
Displacement		4.5L (276 cu. in.)
SAE Net Rated Power		78 kW (104 hp) at 1,900 rpm
Net Peak Torque		492 Nm (363 ft.-lb.) at 1,400 rpm
Aspiration		Turbocharged with charge-air cooler
Air Cleaner		Dual-stage dry tube with tangential unloader
		John Deere PowerTech™ PWX 4045
		EPA Tier 3/EU Stage IIIA
		4.5L (276 cu. in.)
		78 kW (104 hp) at 1,900 rpm
		450 Nm (332 ft.-lb.) at 1,300 rpm
		Turbocharged with charge-air cooler
		Dual-stage dry tube with tangential unloader
Cooling		
Type		Variable-speed suction fan with optional reversing feature
Engine Coolant Rating		-37 deg. C. (-34 deg. F)
Engine Radiator		8.47 fins per in.
Powertrain		
Transmission		Automatic, dual-path, hydrostatic (HST) drive; load-sensing feature automatically adjusts speed and power to match changing load conditions; each individually controlled track is powered by a variable-displacement piston pump and variable-displacement motor combination; ground-speed selection buttons and direction-control switch on single-lever steering control; independently selectable reverse speed ratios of 100%, 115%, or 130% of forward ground speed; decelerator pedal controls ground speed to stop
System Relief Pressure		42 692 kPa (6,192 psi)
Travel Speeds		
Forward and Reverse		8.0 km/h (5.0 mph)
Maximum (optional)		9.7 km/h (6.0 mph)
Steering		Single-lever steering, speed, direction control, and counter-rotation; full power turns and infinitely variable track speeds provide unlimited maneuverability and optimum control; HST steering eliminates steering clutches and brakes
Final Drives		Triple-reduction final drives mounted independently of track frames and dozer push frames for isolation from shock loads
Total Ratio		52.13 to 1
Drawbar Pull		
Maximum		152 kN (34,250 lb.)
At 1.9 km/h (1.2 mph)		104 kN (23,330 lb.)
At 3.2 km/h (2.0 mph)		65 kN (14,685 lb.)
Brakes		
Service		HST (dynamic) braking stops the machine when the direction-control switch is moved to neutral or the decelerator is depressed to the detent
Parking		Engages wet, multiple-disc brakes when ever the engine stops, the decelerator is depressed to the end of travel, or motion is detected while the transmission control is in neutral; machine cannot be driven with brake applied, minimizing wearout; spring applied, hydraulic release
Hydraulics		
Type		Open-center hydraulic system with fixed-displacement gear pump
Pump Displacement		35.4 cc
System Relief Pressure		20 684 kPa (3,000 psi)
Maximum Flow at Unloaded High Idle Control		71.5 L/m (19 gpm)
		3-function direct-acting T-bar grip with proportional roller angle function
Electrical		
Voltage		24 volts
Capacity		
Battery		950 CCA
Reserve		190 min.
Alternator Rating		
Cab		100 amp
Canopy		100 amp
Lights		Cab mounted (4) standard / Cab-mounted LED (8) optional



## 650 P-TIER DOZER SPECIFICATIONS

# 650

# P

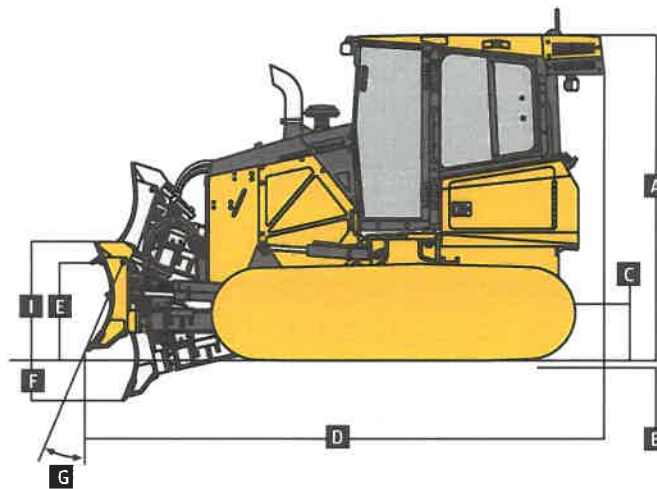
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<b>Undercarriage</b>		<b>650 P-TIER XLT</b>	<b>650 P-TIER LGP</b>
<b>Tracks</b>		John Deere undercarriage features large deep-heat-treated components; pins and bushings are sealed for life; rollers and idlers are permanently sealed and lubricated	
Track Gauge		1550 mm (61 in.)	1753 mm (69 in.)
Grouser Width		457 mm (18 in.)	711 mm (28 in.)
Chain		Sealed and lubricated	Sealed and lubricated
Shoes, Each Side		40	40
Track Rollers, Each Side		7	7
Track Length on Ground		2626 mm (103 in.)	2626 mm (103 in.)
Ground Contact Area		23 998 cm <sup>2</sup> (3,720 sq. in.)	37 336 cm <sup>2</sup> (5,787 sq. in.)
Ground Pressure		44.1 kPa (6.4 psi)	29.6 kPa (4.3 psi)
Track Pitch		171 mm (6.7 in.)	171 mm (6.7 in.)
<b>Operator Station</b>		<b>650 P-TIER XLT / 650 P-TIER LGP</b>	
ROPS (ISO 3471 – 2008) and FOPS (ISO 3449 – 2005)			
<b>Serviceability</b>			
<b>Refill Capacities</b>		<b>Refill Capacities (continued)</b>	
Fuel Tank With Lockable Cap	202 L (53.45 gal.)	Engine Oil With Filter	14.7 L (15.5 qt.)
Diesel Exhaust Fluid (DEF) Tank	12.4 L (3.3 gal.)	Hydraulic/HST Oil (common reservoir) With Filters	70.5 L (18.6 gal.)
Cooling System With Recovery Tank	16.9 L (4.5 gal.)	Final Drive (each)	8.5 L (2.3 gal.)
<b>Operating Weights</b>		<b>650 P-TIER XLT</b>	<b>650 P-TIER LGP</b>
<i>Base Weight (with standard equipment, rollover protective structure [ROPS], full fuel tank, and 79-kg [175 lb.] operator)</i>		9600 kg (21,165 lb.)	10 198 kg (22,484 lb.)
<b>Optional Components</b>			
Cab With Pressurizer and Heater/ Air Conditioner	361 kg (796 lb.)		361 kg (796 lb.)
Front and Door Screens	88 kg (193 lb.)		88 kg (193 lb.)
Rear Screen	50 kg (110 lb.)		50 kg (110 lb.)
Side Screens	60 kg (132 lb.)		60 kg (132 lb.)
Limb Risers	239 kg (528 lb.)		239 kg (528 lb.)
Condenser Guard	53 kg (117 lb.)		53 kg (117 lb.)
ROPS Canopy			
Heater	62 kg (136 lb.)		62 kg (136 lb.)
Front and Door Screens	74 kg (163 lb.)		74 kg (163 lb.)
Rear Screen	28 kg (61 lb.)		28 kg (61 lb.)
Side Screens	37 kg (82 lb.)		37 kg (82 lb.)
Limb Risers	239 kg (528 lb.)		239 kg (528 lb.)
Counterweight			
Front	109 kg (240 lb.)		109 kg (240 lb.)
Rear	150 kg (330 lb.)		150 kg (330 lb.)
Retrieval Hitch	23 kg (50 lb.)		23 kg (50 lb.)
Drawbar, Extended Rigid	33 kg (72 lb.)		33 kg (72 lb.)
Winch	652 kg (1,437 lb.)		652 kg (1,437 lb.)
Fairlead, 4 Roller	85 kg (187 lb.)		85 kg (187 lb.)
Center Chain Guides	33 kg (73 lb.)		33 kg (73 lb.)
Full-Length Rock Guards	41 kg (90 lb.)		41 kg (90 lb.)
Maximum Life Undercarriage	80 kg (175 lb.)		80 kg (175 lb.)
Track Shoes			
457 mm (18 in.)			
Heavy Duty	In base		-464 kg (-1,023 lb.)
Extended Life	16 kg (35 lb.)		-448 kg (-988 lb.)
Maximum Life	143 kg (315 lb.)		-321 kg (-708 lb.)
508 mm (20 in.)			
Heavy Duty	96 kg (212 lb.)		-368 kg (-811 lb.)
Extended Life	64 kg (141 lb.)		-400 kg (-882 lb.)
Maximum Life	192 kg (423 lb.)		-272 kg (-600 lb.)
610 mm (24 in.)			
Heavy Duty	—		-162 kg (-357 lb.)
Extended Life	—		-187 kg (-412 lb.)
Maximum Life	—		-60 kg (-132 lb.)
710 mm (28 in.)			
Heavy Duty	—		In base
Extended Life	—		-42 kg (-93 lb.)
Maximum Life	—		85 kg (187 lb.)

# 650 P-TIER

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Machine Dimensions	650 P-TIER XLT / 650 P-TIER LGP
<b>A</b> Overall Height to Roof (includes antenna base and grouser height)	2899 mm (9 ft. 6 in.)
Overall Height With Limb Risers (includes grouser height)	2928 mm (9 ft. 7 in.)
<b>B</b> Tread Depth With Single-Bar Grouser	49 mm (1.9 in.)
<b>C</b> Ground Clearance in Dirt	345 mm (13.6 in.)
<b>D</b> Overall Length	4250 mm (13 ft. 11 in.)
Overall Length With Standard Drawbar	4250 mm (13 ft. 11 in.)
Overall Length With Extended Drawbar	4414 mm (14 ft. 6 in.)
Overall Length With Winch and Fairlead Rollers	4974 mm (16 ft. 4 in.)
<b>E</b> Blade Lift Height	801 mm (31.5 in.)
<b>F</b> Blade Digging Depth	538 mm (21.2 in.)
<b>G</b> Blade Cutting-Edge Angle, Adjustable	52 to 60 deg.



650 P-TIER XLT / 650 P-TIER LGP

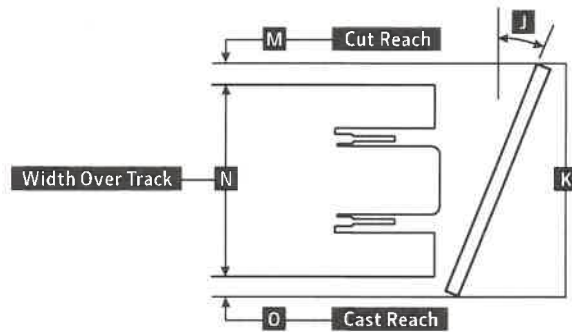
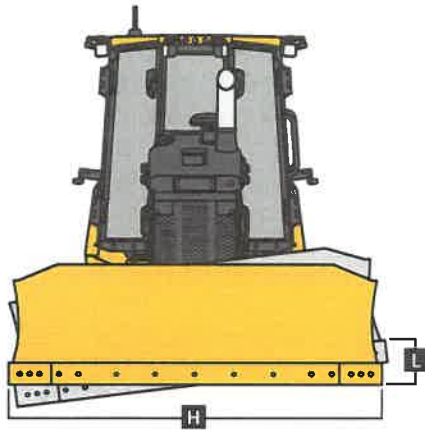
Machine Dimensions (continued)	650 P-TIER XLT	650 P-TIER LGP
<b>Straight Blade</b>		
<b>H</b> Blade Width	2667 mm (105 in.) (8 ft. 9 in.)	2921 mm (115 in.) (9 ft. 7 in.)
<b>I</b> Blade Height	1067 mm (3 ft. 6 in.)	955 mm (3 ft. 2 in.)
SAE Capacity	2.2 m <sup>3</sup> (2.9 cu. yd.)	2.0 m <sup>3</sup> (2.6 cu. yd.)
Weight	608 kg (1,340 lb.)	628 kg (1,385 lb.)
C-Frame Assembly Weight (without blade)	512 kg (1,129 lb.)	512 kg (1,129 lb.)
<b>J</b> Blade Angle	22.9 deg.	22.9 deg.
<b>K</b> Overall Width With Blade Angled	2456 mm (8 ft. 1 in.)	2689 mm (8 ft. 10 in.)
<b>L</b> Blade Tilt	363 mm (14.3 in.)	393 mm (15.5 in.)
<b>M</b> Cut Reach	81 mm (3.2 in.)	-36 mm (-1.4 in.)
<b>N</b> Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
<b>O</b> Cast Reach	368 mm (14.5 in.)	261 mm (10.3 in.)
<b>Straight Blade (option)</b>		
<b>H</b> Blade Width	2921 mm (115 in.) (9 ft. 7 in.)	3150 mm (124 in.) (10 ft. 4 in.)
<b>I</b> Blade Height	955 mm (3 ft. 2 in.)	894 mm (35 in.)
SAE Capacity	2.0 m <sup>3</sup> (2.6 cu. yd.)	2.3 m <sup>3</sup> (3.1 cu. yd.)
Weight	628 kg (1,385 lb.)	631 kg (1,391 lb.)
C-Frame Assembly Weight (without blade)	512 kg (1,129 lb.)	512 kg (1,129 lb.)
<b>J</b> Blade Angle	22.9 deg.	22.9 deg.
<b>K</b> Overall Width With Blade Angled	2689 mm (8 ft. 10 in.)	2899 mm (9 ft. 6 in.)
<b>L</b> Blade Tilt	393 mm (15.5 in.)	429 mm (16.9 in.)
<b>M</b> Cut Reach	193 mm (7.6 in.)	73 mm (2.9 in.)
<b>N</b> Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
<b>O</b> Cast Reach	490 mm (19.3 in.)	362 mm (14.3 in.)

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# 650 P-TIER

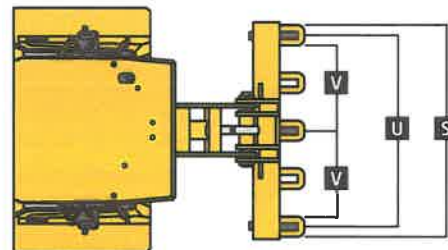
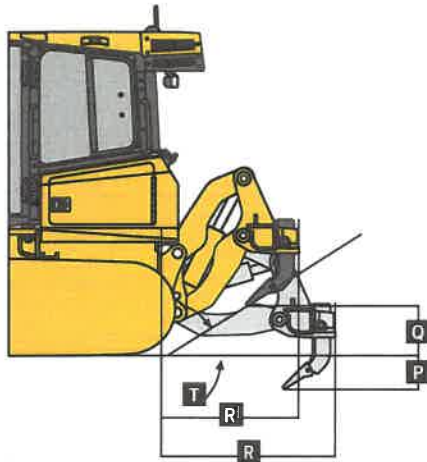
## Machine Dimensions *(continued)* 650 P-TIER XLT 650 P-TIER LGP

Straight Blade (option)		650 P-TIER XLT	650 P-TIER LGP
H	Blade Width	—	3251 mm (128 in.) (10 ft. 8 in.)
I	Blade Height	—	1126 mm (3 ft. 8 in.)
	SAE Capacity	—	2.6 m <sup>3</sup> (3.4 cu. yd.)
	Weight	—	714 kg (1,574 lb.)
	C-Frame Assembly Weight (without blade)	—	512 kg (1,129 lb.)
J	Blade Angle	—	22.9 deg.
K	Overall Width With Blade Angled	—	3019 mm (9 ft. 11 in.)
L	Blade Tilt	—	433 mm (17 in.)
M	Cut Reach	—	127 mm (5 in.)
N	Width Over Track	—	2464 mm (8 ft. 1 in.)
O	Cast Reach	—	424 mm (16.7 in.)



## Rear Ripper 650 P-TIER XLT / 650 P-TIER LGP

Multi-shank parallelogram ripper with 5 pockets and 3 shanks		
	Weight	981 kg (2,163 lb.)
P	Maximum Penetration	508 mm (20 in.)
Q	Maximum Clearance Under Tip	508 mm (20 in.)
R	Overall Length, Lowered Position	1450 mm (57 in.) (4 ft. 9 in.)
R <sup>l</sup>	Overall Length, Raised Position	1015 mm (40 in.) (3 ft. 4 in.)
S	Overall Beam Width	1830 mm (6 ft. 0 in.)
T	Slope Angle (full raise)	40 deg.
U	Ripping Width	1670 mm (5 ft. 6 in.)
V	Distance Between Shanks	806 mm (32 in.)



# Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

## 650 P Engine

- Turbocharged and air-to-air aftercooled
- Electronic control with automatic engine protection
- Eco mode
- Dual safety element dry-type air cleaner, evacuator valve
- Exhaust filter, under hood, with vertical stack
- Engine glow-plug starting system
- Automatic turbo cool-down timer
- Programmable auto-idle and auto shutdown
- Wet-sleeve cylinder liners
- Remote-mounted fuel filters with automatic electronic priming
- ▲ Engine coolant heater, 110 volts
- ▲ Rotary ejector engine air pre-cleaner
- ▲ Severe-duty fuel filter and water separator with heating element
- 100-amp alternator, cab and canopy

## Cooling

- Hydraulically driven cooling fan, variable-speed suction type
- ▲ Automatic, programmable reversing-fan-drive fan
- Engine cooling rated -37 deg. C (-34 deg. F)
- Enclosed safety fan guard (conforms to SAE J1308 and ISO3457)
- Perforated engine side shields
- Heavy-duty, trash-resistant radiator and high-ambient cooling package
- ▲ Heavy-duty perforated grille

## 650 P Powertrain

- Dual-path hydrostatic (HST) transmission
- Reverse-speed ratios (100%, 115%, and 130% presets)
- Remote diagnostic test ports
- Operator-selectable decelerator function (hydrostats and engine or hydrostats only)
- Wet, multi-disc parking brake
- Full power turns with infinitely variable track speed
- Single-lever steering with counter-rotate function
- HST (dynamic) service brakes
- Automatic cold-weather transmission warmup system
- Automatic transmission derating for exceeded system temperatures
- 2,000-hour vertical spin-on transmission filter

## Hydraulic System

- Open-center fixed-displacement hydraulic gear pump
- 3-spool manual control valve
- ▲ 3-spool electrohydraulic (EH) control valve
- ▲ 4-spool manual-control valve
- ▲ 4-spool EH control valve with single auxiliary
- 2,000-hour vertical spin-on hydraulic filter

## 650 P Hydraulic System (continued)

- ▲ Drive-through hydraulic pump for use with winch
- ▲ Electrohydraulics with EZGrade
- ▲ Slope Control system
- ▲ Slope Control With Dual Laser

## Overall Vehicle

- Front tow loop, bolt-on
- Reinforced engine and mid-frame bottom guards
- Integral transmission guard
- Vandal protection: Engine access door / Side tank access doors / Fuel tank / Instrument panel / Transmission reservoir / Hydraulic reservoir
- ▲ Fluid-sample valves
- ▲ Quick-service ports
- ▲ Forestry limb risers (sweeps)

## Attachments


- ▲ Counterweight, front, 109 kg (240 lb)
- ▲ Retrieval hitch with pin
- ▲ Extended rigid drawbar with pin for pull-type implements
- ▲ Drawbar, extended for winch (with or without fairlead)
- ▲ Rear ripper, parallelogram, 3 shank, 5 pocket
- ▲ Winch, John Deere 4000, power in/free spool out OR power out
- ▲ Winch, John Deere 4000, low speed, power in/free spool out OR power out
- ▲ 4-roller fairlead for winch
- ▲ Root-rake blade attachment

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Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO9249. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with standard equipment, rollover protective structure (ROPS), full fuel tank, and 79-kg (175 lb.) operator.





  
M0650PAU (23-03)

 **JOHN DEERE**



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

Mark D. Scott  
CABINET SECRETARY

W. MICHAEL SHEETS  
DIRECTOR

## State of West Virginia Bid Opportunity

**Solicitation Type** CRFQ  
**Solicitation No.** FOR2400000005  
**Description:** 2 FIRE SUPPRESSION DOZERS  
**Deadline for Q&A:** 01/04/2024 at 10:00am ET  
**Mandatory Bid Conference:** N/A  
**Bid Closing Date and Time:** 01/11/2024 at 1:30pm ET

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit [www.wvOASIS.gov](http://www.wvOASIS.gov), and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$10,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division  
*WVPurchasing.gov*





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: 1349609		Reason for Modification:	
Doc Description: WDOF - 2 FIRE SUPPRESSION DOZERS			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
		CRFQ 0305 FOR2400000005	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 201670  
 Vendor Name: Leslie Equipment Co.  
 Address: 136 Clifftop Drive  
 Street:  
 City: Beaver  
 State: WV Country: U.S Zip: 25813  
 Principal Contact: Brad Hayhurst  
 Vendor Contact Phone: 304-673-8642 Extension: 304-255-1525 (Ext: 2070)

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

Vendor Signature: *Brad Hayhurst* FEIN# 55-0493180 DATE 1/8/2024

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for one-time purchase 2 Fire Suppression Dozers as described per the Specifications, Terms & Conditions, and bid requirements as attached.

INVOICE TO		SHIP TO	
FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON US	WV	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FIRE SUPPRESSION DOZERS	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101522			

**Extended Description:**  
FIRE SUPPRESSION DOZERS

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 1/4/2024 at 10:00am ET	2024-01-04

	Document Phase	Document Description	Page
FOR2400000005	Final	WVDOF - 2 FIRE SUPPRESSION DOZERS	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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: 1349609		Reason for Modification:	
Doc Description: WVDOF - 2 FIRE SUPPRESSION DOZERS			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-26	2024-01-11 13:30	CRFQ 0305 FOR2400000005	1


**BID RECEIVING LOCATION**

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 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
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**INVOICE TO****SHIP TO**

FORESTRY DIVISION OF  
7 PLAYERS CLUB DRIVE  
DIVISION OF FORESTRY  
CHARLESTON WV  
US

FORESTRY DIVISION OF  
1ST FLOOR  
7 PLAYERS CLUB DR  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FIRE SUPPRESSION DOZERS	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101522			

**Extended Description:**  
FIRE SUPPRESSION DOZERS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions due by 1/4/2024 at 10:00am ET	2024-01-04

## **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:

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: January 4th, 2024 at 10:00am ET

Submit Questions to: Brandon Barr  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: brandon.l.barr@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.

**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:** Brandon Barr  
**SOLICITATION NO.:** CRFQ FOR2400000005  
**BID OPENING DATE:** January 11th, 2024  
**BID OPENING TIME:** 1:30pm ET  
**FAX NUMBER:** 304-558-2652

**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:** January 11th, 2024 at 1:30pm ET

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

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

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



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

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

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

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

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

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

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 wvOASIS 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 \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), 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 \_\_\_\_\_ 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 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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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.



**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

(Printed Name and Title) BRAD HAYHURST  
(Address) 136 Clifftop Drive, BEAVER, WV  
(Phone Number) / (Fax Number) 304-255-1525  
(email address) HAYHURSTBRAD@lec1.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.*

LESLIE EQUIPMENT CO.  
(Company)  
Brad Hayhurst  
(Signature of Authorized Representative)  
BRAD HAYHURST 1-8-2024  
(Printed Name and Title of Authorized Representative) (Date)  
304-673-8642  
(Phone Number) (Fax Number)  
HAYHURSTBRAD@LEC1.COM  
(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ FOR2400000005**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

LESLIE EQUIPMENT CO.

Company

Brad Haust

Authorized Signature

1/8/2024

Date

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

REQUEST FOR QUOTATION  
Fire Suppression Dozers

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Forestry to establish a contract for the one time purchase of 2 Fire Suppression Dozers.
  
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 fire suppression dozers as more fully described by these specifications.
  
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS 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 **“Hydrostatic Drive System”** is a transmission that consists of a hydraulic pump and motor combination.
  
  - 2.5 **“HP”** means horse power.
  
  - 2.6 **“DEF”** means Diesel Exhaust Fluid.
  
  - 2.7 **“LGP”** means Low Ground Pressure.
  
  - 2.8 **“Firesleeve”** means thermal protection on hoses, lines and key components to protect them from intense radiant heat and flame that conforms to certified wildland fire dozers.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** All desired contract items must come from the same/one manufacturer and meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Contract Item #1: Two (2) Track-Type Fire Tractor Caterpillar (CAT) Model D3 Fire Suppression Dozers (or equal)**

**REQUEST FOR QUOTATION**  
**Fire Suppression Dozers**

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- 3.1.1.1** Vendor must provide purchaser two (2), non-refurbished, Caterpillar Heavy-Duty Track-Type Tractor Bulldozer Model D3 Fire Suppression Dozer (or equal) and accessories.
- 3.1.1.2** Tractor Dozer is to be factory manufactured with all required and standard equipment to accommodate the desired item attachments as specified herein.
- 3.1.1.3** Engine must be a minimum 100 HP Diesel
- 3.1.1.4** Engine Rated Speed must be a minimum 2000 RPM
- 3.1.1.5** Engine Emissions: Must be in compliance with Federal EPA Tier 4 Final Emissions Standards and implement a Diesel Particulate Filter.
- 3.1.1.6** Fuel Capacity and Hydraulics: Must have a minimum 50 Gallon fuel tank and be made of stainless steel. Hydraulic tank must be made of Steel.
- 3.1.1.7** Powertrain/Transmission: Must utilize a Hydrostatic Drive System to provide completely independent adjustments of speed in forward and reverse.
- 3.1.1.8** Powertrain/Transmission: Must be equipped with Automatic Traction Control, or equal, to reduce track slip in poor underfoot conditions.
- 3.1.1.9** Must have a Fuel/Water Separator and Electric Fuel Priming Pump.
- 3.1.1.10** Undercarriage: Must be designed and manufactured by tractor manufacturer, be of such a design for aggressive applications like land clearing and rocky terrain and contain front/rear guiding guards. Complete with center tread and standard idler, lifetime lubricated track rollers (minimum of 7 on each side) and idlers, carrier rollers (1), and replaceable sprocket rim segments.
- 3.1.1.11** LGP Undercarriage Tracks & Shoes: Minimum of 7 rollers per side, Tracks in forty (40) sections, 22" Wide, must have Heavy-Duty Service for maximum performance in varied operating conditions.

**REQUEST FOR QUOTATION**  
**Fire Suppression Dozers**

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- 3.1.1.12 Winch:** Winch must have a power in/power out with steel cable and hook and four way roller fairlead. Must be hydrostatic with variable speeds. Minimum line pull with full drum 25,000 pounds and minimum line speed with full drum 200 ft/min.
- 3.1.1.13** Must have fire sleeve protection covers to protect: coolant lines, diesel exhaust fluid (DEF) lines, heater hoses, and hydraulic lines.
- 3.1.1.14 Blades:** Must be Rugged Variable Pitch Angle Tilt (VPAT) to allow the operator to hydraulically adjust lift, angle, and tilt.
- 3.1.1.15 Blades:** Maximum length of 119 inches wide at the bits.
- 3.1.1.16 Blades:** Minimum 2 cubic yard capacity.
- 3.1.1.17 Operator Cab:** Must be equipped with integrated A/C with automatic safety controls for smoke inhalation; Seat fully adjustable with air suspension and cloth cover; Adjustable Armrests; Rearview and Inside Mirrors; Liquid Crystal Display (LCD) monitoring system mounted in front of the operator with electronic real-time, visual feedback on engine and machine operating conditions; include Engine Air Cleaner Service Indicator, Water-In-Fuel Indicator, and Travel Speed Limiter; Standard Electro-Hydraulic implement controls utilizing a seat mounted single joystick for speed, direction, and steering; Single Pedal combining deceleration and braking functions; 12V Power Ports; Integrated Lights, Horn and Back-Up Alarm, and Intermittent Windshield Wiper. Must have fuel shut off.
- 3.1.1.18** Must have lights front and rear for nighttime operation.
- 3.1.1.19** Minimum warranty two years and 4,000 hour full machine coverage.
- 3.1.1.20 Emergency Fuel Shutoff:** Must be located in the cab of the dozer for emergency shut off during fire operations.
- 3.1.1.21 Air Filter:** Air intake filter with spark arresting elements to avoid ignition from embers.

REQUEST FOR QUOTATION  
Fire Suppression Dozers

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**3.1.1.22 Engine Compartment and Radiator:** Hinged doors and heavy duty radiator grill guard with quick release panels for easy access for cleaning and emergency repairs while on the fire line.

**3.1.1.23 Enclosed Cage and Rollover Protection:** Must be equipped with a full cage and sweepers. Cage must cover all windows on the dozer and have internal release on side screens for emergency exits. Exhaust pipe secured to sweep for protection from trees and limbs.

**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 by providing each unit cost. 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.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at **WV Division of Forestry.**

**Attention: Jeremy Jones  
7 Players Club Drive  
Charleston, WV 25311**

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation

**REQUEST FOR QUOTATION  
Fire Suppression Dozers**

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of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**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.

**REQUEST FOR QUOTATION**  
**Fire Suppression Dozers**

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- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.