



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1004601
Solicitation Description: ADDENDUM 1 :Engine for a 2007 Caterpillar 246C
 10.22.2022
Proc Type: Agency Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-03-07 14:30	SR 0803 ESR03012200000005230	1

VENDOR
 000000218337
 BOYD COMPANY

Solicitation Number: ARFQ 0803 DOT2200000023
Total Bid: 18686.95999999999912688508629 **Response Date:** 2022-03-01 **Response Time:** 15:00:07
Comments: The unit price for the new Caterpillar OEM engine (p/n 2627288) includes a EPA core charge. If the core is returned within 30 days of delivery the EPA core charge of \$1072.34 will be credited. Taking the final price to \$17,614.62

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 304-414-2063
 dusty.j.smith@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Engine for a 2007 Caterpillar 246C	1.00000	EA	18686.960000	18686.96

Comm Code	Manufacturer	Specification	Model #
26101500			

Commodity Line Comments: The unit price for the new Caterpillar OEM engine (p/n 2627288) includes a EPA core charge. If the core is returned within 30 days of delivery the EPA core charge of \$1072.34 will be credited. Taking the final price to \$17,614.62

Extended Description:

Work Order # 306795
ED # 351-0029
ORG 1041

CATERPILLAR LIMITED WARRANTY

Parts and Assembled Components

Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products sold by it to be free from defects in material and workmanship:

- New parts and assembled components
- Cat® Classic parts and assembled components
- Cat® Reman parts, assembled components
- Cat Ground Engaging Tools (GET) used on Hydraulic Shovels, Draglines, and Electric Rope Shovels
- Accessories for Cat Utility Vehicles
- Work tools sold through parts distribution for use on the following Cat machines: Telehandlers, Underground Mining, Skidder Grapples, Motor Graders, Track Type Tractors, and Mini Hydraulic Excavator Blades.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Parts and assembled components installed prior to delivery of new product (excludes accessories for Cat Utility Vehicles).
- Yellowmark™, A Caterpillar Brand parts
- CUESI Turbo Program
- Third party brand on-highway parts and assembled components sold by Caterpillar.
- Cat batteries
- New rubber track used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators
- Cat Mobil-Trac Belts
- Cat Photovoltaic Systems

These products are covered by other Caterpillar warranties. This warranty is subject to the following:

Warranty Period

For Well Stimulation Pump Fluid Ends, and Pump Electronic Monitoring System (PEMS) [such as the suction, discharge, and fluid end sensors] on fluid ends used in Oil & Gas applications the warranty period is 3 months starting from date of sale to the first user.

For hydraulic line's quick connect/disconnect components used on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period for machine lines are 50 hours starting from the date of sale to the first user, and for work tool lines the warranty period is 3 months starting from the date of sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives and crusher and pulverize knives, saw chains, saw bars, blades and teeth are not warranted.

For all other parts and assembled components covered by this warranty the warranty period is 12 months starting from date of sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar, (a) provide (at Caterpillar's choice) New, Classic, Cat Reman parts or Caterpillar approved repaired parts, assembled components, needed to correct the defect, and (b) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.

Caterpillar's foregoing responsibilities are subject to the following:

- New, Cat Reman parts, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the parts or assembled components being replaced as if such parts or assembled components were the original parts or assembled components. Items replaced under this warranty become the property of Caterpillar

- For On-Highway Truck Engines used in OEM Applications covered by this warranty: Caterpillar will, for defective parts returned to a dealer parts department, ONLY provide a replacement Caterpillar part to replace the defective part.
- For Vocational On-highway Trucks, on-highway engines and transmissions covered by this warranty: Caterpillar will also provide reasonable and customary repair labor needed to correct the defect including labor to disconnect and reconnect to attached equipment, mounting and support systems, if required.
- For all other products covered by this warranty: Caterpillar will also provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar; excluding labor to disconnect and reconnect generator sets, engines, or transmissions to attached equipment or mounting and support systems not sold by Caterpillar.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair, including installation of parts and assembled components in contaminated systems.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Providing proof of date of installation.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

PLEASE SEE IMPORTANT TERMS AND CONDITIONS ON PAGE 3 & 4

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR**
- II. PRODUCTS THAT COST AUD 100,000 OR LESS,**

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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