



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

# Request for Quotation

RFQ NUMBER  
**7011EC13**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

**VENDOR**  
 \*709051756      304-346-5301  
**WV TRACTOR COMPANY**  
**PO BOX 473**  
  
**CHARLESTON WV 25322**

**SHIP TO**  
**DIVISION OF HIGHWAYS**  
**EQUIPMENT DIVISION**  
**ROUTE 33**  
**BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201      304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2011	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: **03/09/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-53		
<p>TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE            BADGER 670 Hydro Scopic</p> <p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HYDAULIC EXCAVATOR, DUAL ENGINE, TRUCK MOUNTED, PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 02/17/11 AT 11:00 AM, 2019 WASHINGTON ST E, CHARLESTON, WV ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						

RECEIVED  
 2011 MAR -9 PM 12:31  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>George Gray</i>	TELEPHONE 346-5301	DATE 3/8/2011	
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/11/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>7011EC13</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..XX.....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p>						

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BID OPENING DATE: 03/09/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>Gayle Gray</i>            .....            SIGNATURE            West Virginia Tractor Company            .....            COMPANY            3/8/2011            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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BID OPENING DATE: 03/09/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				346-5305		
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):				Gary Grady		
-----						
***** THIS IS THE END OF RFQ 7011EC13 ***** TOTAL:						_____

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PREBID ADDENDUM #1  
7011EC13

TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit:      Calendar Days After Receipt of  
Purchase Agreement

X4.2.2 Delivery date of balance of completed units:      Calendar Days After Receipt of  
Purchase Agreement

TO:

X4.2 DELIVERY

X4.2.1 Delivery date of completed pilot unit:   90   Calendar Days After Receipt of  
Purchase Agreement

X4.2.2 Delivery date of balance of completed units:  120-180  Calendar Days After Receipt of  
Purchase Agreement

FROM:

X7.2.3 Is engine diesel – water cooled      YES      NO

TO:

X7.2.3 Is engine Tier 4 diesel – water cooled   x   YES   x   NO  
See exceptions page

NO CHANGE REQUIRED

X7.2.3.1 Manufacturer/Model: Cummins QSL turbocharged   x   YES      NO

FROM:

X7.2.3.2 Horsepower      RPM     

TO:

X7.2.3.2 Horsepower:   307   Ft. Lb. Torque:  1050

FROM:

X7.2.3.9 Engine brake: \_\_\_\_\_

TO:

X7.2.3.9 Engine compression brake: Jacobs 490

FROM:

X7.3.1 Manufacturer: \_\_\_\_\_ standard diesel for model bid \_\_ YES \_\_ NO

TO:

X7.3.1 Manufacturer: Cummins standard Tier 4 diesel for model bid  
 See exceptions page   x   YES   x   NO

DELETE:

X7.4.5.1 Is CB radio with coax and antenna installed in cab \_\_ YES \_\_ NO

FROM:

X7.4.6.1 Will have two (2) hydraulic joysticks (hoist and bucket, telescope and  
 Swing: \_\_ YES \_\_ NO

TO:

X7.4.6.1 Will have two (2) electronic joysticks (hoist and bucket, telescope and swing  
  x   YES \_\_\_\_\_ NO

FROM:

X7.10.1 Will cab exterior and interior be painted manufacturers standard white \_\_ YES \_\_ NO

TO:

X7.10.1 Will cab exterior and interior be painted manufacturers standard   x   YES \_\_\_\_\_ NO

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS  
FOR OPEN END CONTRACT  
NO. 410-2-A

HYDRAULIC EXCAVATOR, DUAL ENGINE, TRUCK MOUNTED

NOTE TO BIDDER: Procurement Specification No. 410-2-A, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC13

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 304-346-5301

Years Bidder has been registered to do business with the State of West Virginia: 29 YRS.

Years Company has been an authorized dealer for proposed unit: 21 YRS.

X3.2 Have you complied with all mandatory specifications?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120-180 Calendar Days After Receipt of  
Purchase Agreement

X5.0 AWARD CRITERIA;

**X5.1 Price per unit:**

\$399,900.00 \_\_\_per unit

X6.0 SPECIFICATIONS - GENERAL

**X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:**

\_\_\_ Badger Construction Equipment Model 670 Hydro Scopic - 2011 or later as ordered  
Is descriptive literature, fully describing proposed unit attached to your bid?  YES \_\_\_ NO

If not, why? \_\_\_\_\_

**X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?**

YES \_\_\_ NO

**Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?**  YES \_\_\_ NO

X6.2  
2-10-00

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARTS:**

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL \_\_\_\_\_

AIR INNER \_\_\_\_\_

AIR OUTER \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_

COOLANT \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

OTHER \_\_\_\_\_

ENGINE \_\_\_\_\_

TRANSMISSION \_\_\_\_\_

POWER STEERING \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

DIFFERENTIALS \_\_\_\_\_

BRAKE FLUID \_\_\_\_\_

COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training  
 YES  NO

**Will you conduct training with each purchase order against this open end contract?**  
 YES  NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?  YES  NO

If NO, explain time frame \_\_\_\_\_

**Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?**  YES  NO

X6.4 **If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?**  YES  NO

X6.4.1 **Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?**  YES  NO  
If NO, explain \_\_\_\_\_

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications  
 YES  NO

Is warranty literature attached?  YES  NO

**Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?**  YES  NO

Describe:  
\_\_\_\_\_ Two years bumper to bumper parts and labor \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

### **THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)  
Standard warranty of one year extended to two years parts and labor bumper to bumper

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2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.  
Most work under warranty to be performed at West Virginia Tractor Company in Charleston, WV

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3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.  
Badger parts will be available at West Virginia Tractor Company in Charleston, WV

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4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: \_\_\_ - \_\_\_ % discount  
B. Terms: Net 60 Manufacturer's published list price less: \_\_\_ - \_\_\_ % discount  
C. Terms: Net 90 Manufacturer's published list price less: \_\_\_ - \_\_\_ % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways?  
\_\_\_x\_\_\_ YES \_\_\_ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ 75.00 per mechanic hour
- B. Travel Time Charge \$ 75.00 per mechanic hour  
(Specify if one-way) \_\_\_\_\_; port to port \_\_\_x\_\_\_
- C. Mileage Charge \$ 2.00 per vehicle mile  
(Specify if one-way) \_\_\_\_\_; port to port \_\_\_x\_\_\_
- D. Field Mechanic Rate \$ 75.00 per mechanic hour
- E. Specify period of time that prices are in effect: During warranty period
- F. Surcharge for miscellaneous items: holidays and overtime 150%



X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?  YES  NO

**X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?**

YES  NO

**X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?**

YES  NO

**X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?**

YES  NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT:

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specification.

Manufacturer: Badger Construction Equipment Model: 670 Hydro Scopic\_\_

X7.1 General:

Multi-purpose excavator consisting of an upperstructure with power unit, control cab; hydraulically operated telescoping boom to allow bucket or tool to be rotated through 360 degrees continuous each way from centerline of boom. Upperstructure to be mounted on 6 x 4 self-propelled carrier designed for approximately 60 mph highway speeds. Unit or units to have remote hydraulic control from cab to control movement of carrier for one man operation.

X7.2 Excavator Carrier:

X7.2.1 Gross vehicle axle weight rating 59,200 pounds.

X7.2.2 Wheelbase 170 inches.

- X7.2.3 Is engine diesel - water cooled?  YES  NO
- X7.2.3.1 Manufacturer/Model: Cummins\_QSL turbocharged  YES  NO
- X7.2.3.2 Horsepower 307 RPM: 1800 .**
- X7.2.3.3 Will engine be wet sleeved?  YES  NO
- X7.2.3.4 Fuel System:
- X7.2.3.4.1 Specify 50 gallon
- X7.2.3.4.2 Will unit have spin-on fuel filter and water separator?  YES  NO
- X7.2.3.5 Is air filter dual element dry type with dash mounted service indicator?  YES  NO
- X7.2.3.6 Is engine oil filter manufacturers heavy duty oil filtering system?  YES  NO
- X7.2.3.7 Will governor be pre-set to manufacturer's recommended top engine speed and wire sealed?  YES  NO
- X7.2.3.8 Is cold starting aid 115 volt AC cooling system plug-in type? Ether type starting aids are not acceptable.  YES  NO
- X7.2.3.9 Engine brake: Jacobs\_490**
- X7.2.3.10 Engine Alarms:
- X7.2.3.10.1 Will lights and buzzer in upper structure and undercarriage cab warn of low oil pressure or high water temperature?  YES  NO
- X7.2.3.10.2 Will unit safety shut down for low engine oil pressure and/or high engine temperature?  YES  NO  
Will shut down be equipped with manual override (30 sec.) to enable movement to safe area?  YES  NO
- X7.2.3.11 Is hour meter from engine operation, not key switch?  YES  NO
- X7.2.4 Electrical System:
- X7.2.4.1 Does unit have manufacturers heavy duty 12 volt system?  YES  NO
- X7.2.4.2 Is alternator 100 AMP (approximately) with internal voltage regulator?  YES  NO
- X7.2.4.3 Are dual batteries provided @ 810 CCA each?  YES  NO

**X7.2.5 Cooling System:**

**The cooling system shall be capable of maintaining the engine temperature within the manufacturer's recommended temperature range during continuous operation under maximum speed and load combinations.**  YES  NO

Does the system incorporate a thermostat and bypass for warm-up and be filled with Dex-Cool Extended Life antifreeze rated to be minus 40 degrees Fahrenheit.  YES  NO

X7.2.5.1 Is fin and tube type radiator with gravel guard?  YES  NO

X7.2.5.2 Will brush guard be on radiator grille?  YES  NO

**X7.2.6 Transmission:**

X7.2.6.1 Manufacturer/Model: Eaton Fuller RTO11909ALL

X7.2.6.2 Is air controlled counter shaft brake or equal?  YES  NO

X7.2.7 Clutch: Manufacturer/Model: Eaton Easy Pedal

14 inch single plate diaphragm spring dual plate - SEE EXCEPTIONS PAGE

X7.2.8 Driveline: Spicer 1710

**X7.2.9 Axles:**

X7.2.9.1 Front: Rockwell FF-942 13,200 pound rating

X7.2.9.2 Rear: Eaton D46-170 46,000 pounds rating, single reduction, straight line drive?  YES  NO

X7.2.9.3 Is unit capable of 60 MPR road speed?  YES  NO Ratio: 4.88:1.00

X7.2.9.4 Is unit equipped w/no spin differential in forward rear axle or high traction feature?  YES  NO

X7.2.9.5 Is cab controlled interaxle differential lock provided?  YES  NO

X7.2.10 Frame: Wide - flange beam  YES  NO Size: 12 inches

X7.2.10.1 Are tow hooks front and rear provided on unit?  YES  NO

**X7.2.11 Suspension:**

X7.2.11.1 Will unit have multi-leaf springs  YES  NO Size: 41.5" x 3"

- X7.2.11.2 Will rear be Hendrickson equalizer beam, with 8 inches oscillation?  YES  NO
- X7.2.12 Brakes:
- X7.2.12.1 Rear:  Eaton Extended  Service Cam Spring set  YES  NO
- X7.2.12.2 Is front Cam brakes with auto slack adjuster?  YES  NO
- X7.2.12.3 Front brakes size: 16.5" X 5"
- X7.2.12.4 Rear brakes size: 16.5" X 7"
- X7.2.12.5 Will spring brake system incorporate emergency/parking brakes on both rear axles?  
 YES  NO
- X7.2.12.6 Is desiccant-type air dryers w/automatic purge valve/thermostatically controlled heater?  
 YES  NO
- X7.2.12.7 Air compressor 13.2 CFM**
- X7.2.13 Will wheels be hub piloted steel disc?  YES  NO
- X7.2.14 Tires:
- X7.2.14.1 Single front: 385-65R22.5 - J
- X7.2.14.2 Dual rear: 11R-22.5 - G traction tread
- X7.2.15 Steering: Ross integral hydraulic power steering?  YES  NO
- X7.2.16 Undercarriage Cab:
- X7.2.16.1 Is one man, left-hand mounted, isolated from frame on rubber mounts, National Cush-N-Air fully adjustable air ride suspension or equal?  YES  NO
- X7.2.16.2 Is T-Bar seat, adjustable front and back with air ride?  YES  NO
- X7.2.16.3 Is tinted safety glass windows provided?  YES  NO
- X7.2.16.4 Will both right/left side glasses be capable of being opened for operator comfort, either sliding or crank type?  YES  NO
- X7.2.16.5 Cowl ventilator?  YES  NO
- 7.2.16.6 Acoustical lining?  YES  NO
- X7.2.16.7 Sun visor?  YES  NO
- X7.2.16.8 Fire extinguisher?  YES  NO

- X7.2.16.9 Seat Belt?  YES  NO
- X7.2.16.10 Will AC/heater, defroster be manufacturers heavy duty system?  YES  NO
- X7.2.16.11 Will air horns be in front and rear cabs?  YES  NO
- X7.2.17 Undercarriage Lights:
- X7.2.17.1 Sealed beam headlights?  YES  NO
- X7.2.17.2 Tail lights?  YES  NO
- X7.2.17.3 Back-up lights?  YES  NO
- X7.2.17.4 Stop lights?  YES  NO
- X7.2.17.5 Identification light clusters front and rear?  YES  NO
- X7.2.17.6 Directional signals?  YES  NO
- X7.2.17.7 4-Way hazard lights?  YES  NO
- X7.2.17.8 Clearance lights?  YES  NO
- X7.2.17.9 Instrument lights?  YES  NO
- X7.2.17.10 Dome light?  YES  NO
- X7.2.17.11 Strobe light:  Amber  JW Speaker LED \_\_\_\_\_ on carrier and upperstructure cab?  
 YES  NO
- X7.2.18 Gauges (Undercarriage):
- X7.2.18.1 Oil pressure with safety shut down for low oil pressure?  YES  NO
- X7.2.18.2 Water temperature with safety shut down for high temperature?  YES  NO
- X7.2.18.3 Dual air tank pressure?  YES  NO
- X7.2.18.4 Fuel gauge?  YES  NO
- X7.2.18.5 Voltmeter?  YES  NO
- X7.2.18.6 Speedometer and odometer?  YES  NO
- X7.2.19 Is windshield washer/wiper heaviest duty with intermittent feature both structures?  
 YES  NO
- X7.2.20 Heated wide angle rear view mirror system w/plane/convex mirrors left/right?  YES  NO

- X7.2.21 Will wheel and axle wrenches be provided?  YES  NO
- X7.2.22 Hydraulic Remote Control:
- X7.2.22.1 Is undercarriage powered by upper structure engine through hydraulic motor and PTO on transmission?  YES  NO
- X7.2.22.2 Is travel and steering pedals in upper structure cab?  YES  NO
- X7.2.22.3 Is digging brakes/front axle lockout cylinders set auto w/travel pedal in neutral?  YES  NO
- X7.2.22.4 Is emergency and parking brakes controlled by toggle?  YES  NO
- X7.2.22.5 Is undercarriage engine off when hydraulic remote control is in use?  YES  NO
- X7.2.22.6 Is electrically operated alarms mounted on undercarriage signal remote control movement in either direction?  YES  NO
- X7.3 Upper Structure Engine:
- X7.3.1 Manufacturer: Cummins QSB 4.5 standard diesel for model bid?  YES  NO
- X7.3.2 Will engine provide adequate horsepower and torque to operate hydraulic system at maximum efficiency?**  YES  NO
- X7.3.3 12 volt starter manufacturers heavy duty?  YES  NO
- X7.3.4 Is alternator 80 AMP with internal regulator?  YES  NO
- X7.3.5 Is brush guard on radiator grille?  YES  NO
- X7.3.6 Is two-stage dry-type air cleaner with service indicator?  YES  NO
- X7.3.7 Is spin-on fuel filter and water separator?  YES  NO
- X7.3.8 Fuel tank capacity: 50 minimum of 12 hours continuous operation?**  YES  NO
- X7.3.9 Hydraulic System:
- X7.3.9.1 Is piston or gear variable flow type pump with sufficient pressure and flow to operate all functions at peak efficiency?**  YES  NO
- X7.3.9.2 Does hydraulic oil capacity include reservoir with sufficient capacity to maintain oil temperature within manufacturers recommended safe operating range and be equipped with sight gauge?**  YES  NO
- X7.3.9.3 Four (4) double acting cylinders?  YES  NO

- X7.3.9.4 Two (2) boom hoist?  YES  NO
- X7.3.9.5 Two (2) hydraulic motors swing tilt or rotary actuator system for tilt  YES  NO
- X7.3.9.6 Will operating pressures conform to manufacturer's published chart as shown on specification data sheet?  YES  NO
- X7.3.9.7 Is oil capacity sufficient to operate all systems without detection of excessive heat?  YES  NO
- X7.3.9.8 Is hydraulic oil cooler provided in system?  YES  NO
- X7.3.10 Filtration System:
- X7.3.10.1 Is manufacturers heaviest duty filtration system to be provided?  YES  NO
- X7.3.10.2 Condition indicators mounted in an area of high visibility for operator/service personnel?  YES  NO
- X7.3.10.3 Is strainer on by-pass?  YES  NO
- X7.3.10.4 Magnet clusters?  YES  NO
- X7.3.10.5 Is air filter on reservoir breather?  YES  NO
- X7.3.10.6 Is in-line filter with condition indicator in pilot circuit?  YES  NO
- X7.3.10.7 Is pump relief valves and circuit valves in all circuits?  YES  NO
- X7.4 Upper Structure Cab:
- X7.4.1 Will have all weather cab with tinted safety glass, sky light, acoustical lining?  YES  NO
- X7.4.2 Is three- way adjustable operator's seat manufacturers fully adjustable suspension?  YES  NO
- X7.4.3 Fire extinguisher?  YES  NO
- X7.4.4 Is AC, heater, and defroster manufacturers heaviest duty system available?  YES  NO
- X7.4.5 Is front window removable stored in cab?  YES  NO
- X7.4.5.1 Is CB radio with coax and antenna installed in cab? SEE ADDENDUM  YES  NO
- X7.4.6 Controls:
- X7.4.6.1 Will have two (2) hydraulic joysticks (hoist and bucket, telescope and swing)?  YES  NO
- X7.4.6.2 Will have one (1) rocker switch tilt control?  YES  NO

- X7.4.6.3 Will have two (2) rocker pedals for hydraulic remote control of under-carriage steering, travel and digging brake?  YES  NO
- X7.4.6.4 Is joysticks/pedals self-centering when controls are released, power for movement disengages/swing/ travel brakes set automatically?  YES  NO
- X7.4.6.5 Engine Controls:
- X7.4.6.5.1 Throttle?  YES  NO
- X7.4.6.5.2 Is oil pressure gauge with safety shut down for low pressure provided?  YES  NO
- X7.4.6.5.3 Is water temperature gauge with safety shut down for high temperature provided?  YES  NO
- X7.4.6.5.4 Fuel gauge?  YES  NO
- X7.4.6.5.5 Voltmeter?  YES  NO
- X7.4.6.5.6 Is hour meter from engine operation, not key switch?  YES  NO

X7.5 Excavator Operating Ranges (all ranges approximate):

- X7.5.1 Surface reach: 30'2" feet**
- X7.5.2 Digging depth 22 feet 3 inches
- X7.5.3 Travel height boom in rack with bucket: 12 feet
- X7.5.4 Overall width 8 feet
- X7.5.5 Overall length 26 feet 6 inches without bucket

**X7.6 Will all lift capacities over rear or side conform to all SAE standards** not exceed 87% of hydraulic capacity or 75% of tipping capacity load/radius to conform with manufacturer's published chart as shown on specification data sheet?  YES  NO

X7.7 Work Lights:

- X7.7.1 Are two (2) flood lights on side of boom?  YES  NO
- X7.7.2 Are four (4) flood lights on top of upper structure cab and two (2) flood lights on left front upperstructure shrouding?  YES  NO

X7.8 Attachments:

**X7.8.1 Is one ditch cleaning bucket 60 inches wide at cutting edge/tapers to 36 inches wide at rear of bucket with 3/4 cubic yard capacity/heavy duty constructed of T-1 steel?**  YES  NO



X7.8.2 Excavating bucket 5/8 cubic yard capacity: 36 inch heavy duty constructed of T-1-steel?  
 YES  NO

X7.9 Is toolbox conveniently mounted on unit for adequate storage of tire tools, grease gun, etc.?  
 YES  NO

X7.10 Paint:

X7.10.1 Will cab exterior and interior be painted manufacturers standard white?  YES  NO  
SEE ADDENDUM

X7.10.2 Will chassis be painted manufacturers standard black?  YES  NO

**X7.11 Will unit met OSHA Act or 1970/subsequent amendments as specified in specification 7.11?**  
 YES  NO

X7.12 Will unit met advertising as specified in specification 7.12?  YES  NO

WEST VIRGINIA TRACTOR COMPANY

7011EC13 Truck Mounted Hydraulic Excavator Dual Engine  
Exceptions to Specifications

- 7.2.3 If excavators are ordered in the near term, the engines
- 7.3.1 will probably be Tier III instead of Tier IV as approved by  
the U.S. EPA.
- 7.2.3.1 The carrier engine will be a Cummins QSC off road engine,  
which is equal to the Cummins ISC on road engine.
- 7.2.3.9 Jacobs 490 is current model engine brake for the Cummins QSC.
- 7.2.6.1 Eaton Fuller RT011909ALL is the current model transmission.
- 7.2.7 Eaton Easy Pedal dual plate clutch exceeds single plate.
- 7.2.9.2 Easton D46-17) rear axle is the current model rear axle.
- 7.2.17.11 The strobe is an amber LED by JW Speaker.
- 7.8.1 The buckets have T-1 steel cutting edges and wear strips.
- 7.8.2

# **BADGER**

**EQUIPMENT COMPANY**

# **WARRANTY**

## **THE COMPANY WARRANTS ITS PRODUCTS**

to be free from defects in material or workmanship for a period of one (1) year or fifteen hundred (1500) hours of operation, whichever ever first occurs, after delivery by the Distributor to the first end-use customer and is limited to replacement and/or repair of parts which, upon inspection and/or decision of Badger, are found to be defective. Damage resulting from abuse, negligence, misapplication or overloading of a machine, accessory or part is not covered under this warranty.

This warranty applies only to new and unused products which, after shipment from the Factory, have not been altered or changed in any manner whatsoever.

This warranty does not cover bucket teeth, buckets, boom attachments or expendable items; nor does it apply to machines unless the receiving and delivery information reports are properly completed at time of, or prior to, delivery to the original end-use customer and properly submitted to the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**BADGER**  
**EQUIPMENT COMPANY**

### **SERVICE POLICY**

OWNER:

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DISTRIBUTOR:

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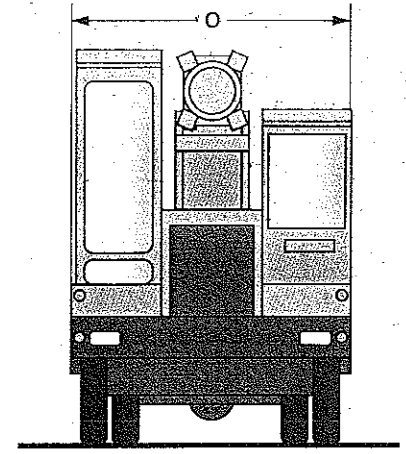
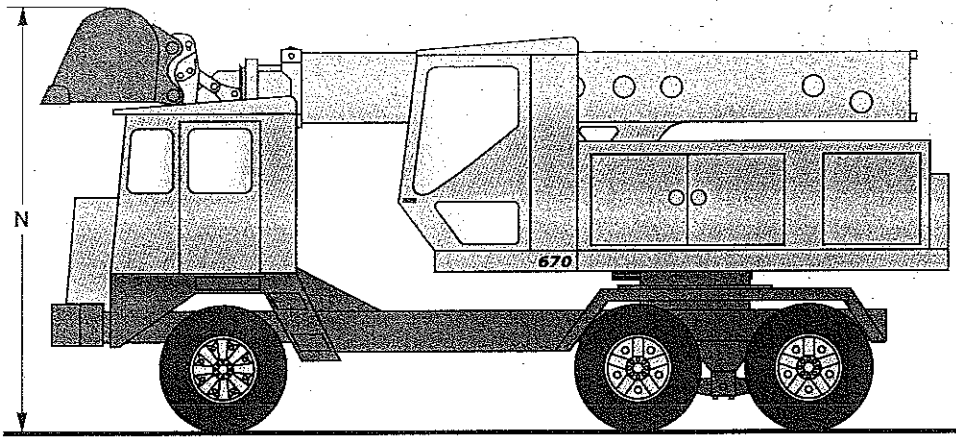
MACHINE:

YEAR

MODEL

SERIAL NUMBER

# 670 Hydro-Scopic Transportation Dimensions



Transport Data	6 x 4 Carrier	6 x 6 Carrier
N Overall height (boom in rack) with 36" bucket	12'1" (3.7m)	12'7" (3.8m)
without bucket	11'2" (3.4m)	11'8" (3.6m)
Overall length (without bucket)	26'6" (8.1m)	26'6" (8.1m)
Ø Overall width	8'0" (2.4m)	8'0" (2.4m)

### TRAVEL SPEEDS:

6 X 4 or 6 X 6 Carrier with C8.3-210 Engine, 2400 rpm, 4.88:1 Axle Ratio, 10.00-20 Traction Tires

		Forward										Reverse		
		1	2	3	4	5	6	7	8	9	10	low	int.	dir.
mph		3.0	4.7	7.1	9.6	13.0	17.5	24.2	32.6	44.5	59.6	2.9	4.5	15.3
kph		4.8	7.6	11.4	15.4	20.9	28.2	38.9	52.5	71.6	95.9	4.7	7.2	24.6

All specifications are subject to change.



## FIRST CLASS CONSTRUCTION.

The Hydro-Scopics are quality built. T-1 steel is used in areas of stress, continuous welds, proven components and especially precision assembly.

Instead of shimming our gear-drive turntable, we machine the surfaces to very fine tolerances. We precision align-bore all of the boom pivot and hoist cylinder pins. Numbers and charts don't show these differences, but you'll see them with more years of trouble-free operation.



Custom Built in America. For Today. For the Future.



217 Palneaupe Drive  
Winona, Minnesota 55987

Phone: (507) 454-1563

Fax: (507) 453-6441

[www.badgerequipment.com](http://www.badgerequipment.com)

# 670 Hydro-Scopic Specifications

Custom Built in America For Today For the Future

## 670 Carrier Engine

Cummins QSB6.7-240-Tier 3, turbo-charged, charge-air cooled, 6-cylinder, 4-cycle, liquid-cooled, isolation mounted diesel engine. 250 peak hp (186kw) @ 2,300 rpm, 728 lbs.-ft. peak torque (987Nm) @ 1,500 rpm, 409 cid (6.7L), 4.21" bore x 4.88" stroke (107mm x 124mm), 18.0:1 compression ratio. Two-stage dry-type air cleaner. Spin-on coolant, fuel/water separator and combination full flow/bypass lube filters. 12-volt DC, 100 amp alternator with integral solid-state regulator. Electronically controlled fuel pump. Exhaust gas particulate filter is not required. **Battery:** One SAE 12-volt DC, 1,150 CCA @ 0° F (-22° C). **Radiator:** Fin and flat tube type radiator with silicone coolant and heater hoses. Brazed aluminum charge-air cooler. **Fuel Tank:** 50-gal. (189L) fuel tank with in-line filter.

## Optional Carrier Engine

Cummins QSC-280, turbo-charged, charge-air cooled, 6-cylinder, 4-cycle, liquid-cooled, isolation-mounted diesel engine. 300 peak hp (224kw) @ 2,000 rpm; peak torque 1,000 lbs.-ft. (1,356Nm) @ 1,500 rpm; 504.5 cid (8.3L)

## Carrier Air System

13.2 cfm (374CL) compressor. Bendix AD-9 desiccant type air dryer with heated automatic ejector valve, spin-on cartridge.

## Transmission

Eaton Fuller RT8908LL manual, 10 speeds forward, 3 reverse with Spicer 14" (356mm) diameter two-disc hydraulic clutch. Air operated countershaft brake and multi-mesh gearing. **Transfer Case:** Fabco TC170 with cab-controlled front axle disconnect.

## Axles

**6 x 4 Front:** Rockwell FF-942: 13,200 lb (5,987kg) rated capacity. **6 x 6 Front:** Eaton SS-180-S: 16,000 lb. (7,257kg) rated capacity with 4.88:1.00 ratio. **Rear:** Eaton 405 tandem: 40,000 lb (18,144kg) rated capacity. Cab-controlled inter-axle and differential lock with 4.88:1.00 ratio. **Optional Rear Axle:** Eaton 461 tandem: 46,000 lb. (20,865kg) rated capacity.

## Steering

Integral hydraulic power steering.

## Drive Line

Spicer 1710 series needle bearing universal joints.

## Suspension

**Front:** Two 14-leaf springs 41.50" x 3" (105cm x 7.6cm) with mechanical stops. **Rear:** Hendrickson cast steel equalizer teams with 54" (137cm) axle center, 8" (20cm) oscillation.

## Brakes

Independent front and rear service brake system incorporates spring set emergency and air applied service and parking brakes with automatic slack adjusters on both rear axles.

**6 x 4 Front:** Rockwell CamMaster

16.5" x 5" (41.9cm x 12.7cm).

**6 x 6 Front:** Eaton Standard Service Cam

16.5" x 5" (41.9cm x 12.7cm).

**Rear:** Eaton Extended Service Cam

16.5" x 7" (41.9cm x 17.8cm).

## Wheels

**6 x 4 Front and Rear:** Disc

**6 x 6 Front and Rear:** Disc

## Tires

6 x 4 and 6 x 6: 11R-22.5 (G) 14 PR front and dual rear highway tread.

**Option:** 385/65R 22.5 (J) 18PR front highway tread.

**Option:** 11R-22.5 (G) 14 PR dual rear traction tread.

## Frame

Reinforced wide-flange "I" beams 12" x 35 lbs/ft (31cm x 52kg/m), fully welded crossmembers. Bolt-on front bumper.

## Carrier Cab

All-weather steel cab, isolation-mounted, acoustic-lined, with Bostrom T-bar seat, seat belt, tinted safety glass windows with adjustable side windows, ventilator in cowl, 2-speed electric windshield wiper with washer, fire extinguisher, sun visor, heat and defroster fans and interior light.

## Carrier Controls

Individual foot pedals hydraulically actuate the clutch and mechanically actuate the dual air brake valve and engine throttle. One manual transmission shift lever with air-operated range selector.

## Carrier Standard Equipment

Sealed halogen high/low beam headlights, with high beam indicator. Turn signals, clearance lights, tail lights, back-up lights, stop lights, and 4-way hazard lights. 3-light identification cluster front and rear. Cab interior light. West Coast and convex mirrors. Tow hooks, front and rear. Dual electric horns. Dual electric travel alarms, signal remote control movement, and reverse movement. Key-operated ignition/start. Lighted gauges for engine oil pressure and coolant temperature, voltage, fuel level, speedometer, odometer, tachometer, hour meter and dual air pressure. Audio-visual alarm system monitors: low coolant level, high coolant temperature and low engine oil pressure. Low air pressure warning light. Push-pull air valve for emergency/parking brakes with flashing indicator light.

## Carrier Options

Spark arrestor. Vandalism covers. Hydraulic stabilizers, controls in upper cab. Maintenance-free battery. Air-ride seat. Air conditioning.

## Upperstructure Engine

Cummins QSB4.5-Tier 3, turbo-charged, 4-cylinder, 4-cycle liquid-cooled, isolation-mounted diesel engine. 160 peak hp (119kw) @ 2,200 rpm, 460 lbs.-ft. peak torque (624Nm) @ 1,500 rpm, 275 cid (4.5L), 4.21" bore x 4.88" stroke (107mm x 124mm), 17.2:1 compression ratio. Two-stage dry-type air cleaner. Spin-on lube filter, fuel filter / water separator. Electronically controlled fuel pump. 12 volt DC, 105 amp alternator with integral solid-state regulator.

**Battery:** One SAE 12 volt DC 1,150 CCA A 0 deg. F (-22° C).

**Radiator:** Fin and flat tube type radiator with box type shroud. Brazed aluminum charge-air cooler.

**Fuel Tank:** 50-gal. (189L) fuel tank with in-line filter.

## Upperstructure Air System

8.5 cfm (241CL) compressor. Bendix AD-9 desiccant type air dryer with heated automatic ejector valve, spin-on cartridge.

## Hydraulic System, Variable Flow

Two tandem-section gear-type, one single-section gear-type hydraulic pumps. Pumps mounted to engine by gear box, 11" (28cm) single plate clutch for cold weather starting. Cross pressure sensing unloading valves in both tandem pumps provide variable flow output for horsepower summation: minimum 106 gpm (401L/min), maximum 124 gpm (470L/min) @ 2,200 rpm, 100° F (38° C) oil temperature. Manual pump unload selector valve.

## Hydraulic System, Fixed Flow

Three-section triple gear-type hydraulic pump direct flange mounted to engine. Maximum 121 gpm (460L/min) @ 2,200 rpm and 100° F (38° C) oil temperature.

**Six double-acting cylinders:** Two boom hoist: 5" ID (127mm), 2.5 (63mm) rod, 40.87" (1,038mm) stroke, seal aligning bearing in rod end. One tool: 5" ID (127mm), 2.5" (63mm) rod, 18.09" (460mm) stroke, self-aligning in housing end. Two axle lockouts: 3" ID (76mm), 1.25" (32mm) rod, 5" (127mm) stroke. One 44 hp (33kw) hydraulic swing motor, dual staging relief valves and oil-cooled automatic swing/parking break. One 80 hp (60kw) hydraulic remote travel motor. One cylinder-type rotary actuator 6" ID (152mm), 180° rotation.

## Hydraulic Remote Control

Carrier powered by upperstructure engine through hydraulic motor and PTO attached to transmission. Toggle air valve to select remote control located in carrier cab. Propel, steering pedals located in upperstructure cab.

## Swing

Speed: 8 rpm, 0° 90° 2.7 seconds

## Upperstructure Cab

All weather, isolation-mounted, acoustic-lined steel cab with tinted safety glass windows and skylight. Heater, defroster fan, fire extinguisher, 3-way adjustable cushioned seat. Front window self-stores in cab. Sliding rear window. Swing-open side door, manual holder and interior light.

## Upperstructure Control

**Upperstructure digging control:** two hydraulic joystick controllers with adjustable pedestals for tool-hoist and swing telescope functions and electrical rocker switch for boom tilt function. **Carrier remote travel control:** one hydraulic heel-toe pedal for propel functions, one rocker pedal for steering. All controls are dead-man type: when released, machine movements automatically stop. Electrical rocker switch for dual electric horns. Push-pull air valve for emergency brakes.

## Upperstructure Options

**Vandalism protection package:** metal window covers, locks for upperstructure access doors, storage rack (or Lexan windows less storage rack). Tachometer/hour meter. Engine coolant filter. Pump cavitation warning light. Strobe or rotating-beacon and indicator. Light package: two boom-mounted and two frame-mounted halogen work lights, two tail lights on upper shroud. Electric 2-speed windshield wiper with washer. Electric heating element hydraulic reservoir. Kwik-change bucket adapter. Seat belts. Air conditioning.

## Buckets and Attachments

Buckets fabricated of steel plate with T-1 steel cutting edges and wear strips, hardened steel bushings in ears, replaceable tooth points with flex pins on excavating buckets.

**Ditching Buckets:** 60" (152cm), 66" (168cm), 72" (183cm).

**Excavating Buckets:** 24" (61cm), 30" (76cm), 36" (91cm),

42" (107cm), 48" (122cm).

**Specialty Buckets:** 42" (107cm) pavement removal bucket.

**Boom Extensions:** 4' (1.2m), 6' (1.8m), 8' (2.4m), 12' (3.7m),

material (unloading).

**Attachments:** 8' (2.4m) grading blade, single-tooth ripper, brush mower, grapple, magnet, hammer and auger attachments also available.

## Operating Weights

Approximate working weight of carrier and upperstructure, including 36" (91cm) excavating bucket and full fuel tanks.

**6 x 4:** 45,500 lbs. (20,638kg).

**6 x 6:** 47,700 lbs. (21,636kg).



Custom Built in America. For Today. For the Future.



217 Patneau Drive  
Winona, Minnesota 55987

Phone: (507) 454-1563

Fax: (507) 453-6441

www.badgerequipment.com

All specifications are subject to change.

# 670 Hydro-Scopic Special Features

Custom Built in America For Today For the Future

## HYDRO-SCOPIC TELESCOPING BOOM EXCAVATOR

### ONE MACHINE DOES THE WORK OF MANY

You'll get more hard work from one Hydro-Scopic than from any other machine in your fleet because a wide variety of easily changed attachments allow an amazing range of construction and maintenance tasks. Beyond its use as a precision excavator, Hydro-Scopic can stand in for backhoes, trenchers, graders and loaders. It can even be used for lifting objects of three tons and more.

### SPEED AND COORDINATION GET DIGGING JOBS DONE FAST

Only when you've seen Hydro-Scopic operate can you fully appreciate how its rapid, versatile actions pay big dividends in total yards moved per hour.

Imagine the productivity of an excavator that provides five working functions: the boom hoists and telescopes, the excavator swings and the bucket tilts and curls. All these operations can occur simultaneously, even while the carrier is in motion, under full control from the excavator cab.

New operators will quickly master these rapid, coordinated movements while experienced hands exploit Hydro-Scopic's extreme flexibility to make quick work of production digging and loading.

### UNIQUE ABILITIES NO OTHER TYPE OF EXCAVATOR CAN MATCH

More than handling the production work that other excavators can, however, Hydro-Scopic handles precision grading and finishing. And, Hydro-Scopic typically completes an entire task with no need for final shoveling by hand.

Other machines can't match Hydro-Scopic's abilities to work in tight spaces and around obstructions. Culverts, posts and powerlines pose little problem for Hydro-Scopic. With its precise controls and sensitive feel, Hydro-Scopic even works with great accuracy under water to clear or enlarge running ditches or to dig in flooded excavation sites.

### THE ONE EXCAVATOR TO HAVE

Consider its many features and uses. You'll agree that Hydro-Scopic is the most versatile type of excavator and over a thousand satisfied users will confirm that Hydro-Scopic heads the list for reliable productivity.

### FOR MINIMUM TRANSIT TIME

For most construction and maintenance projects, the 6 x 4 Hydro-Scopics have the traction you'll need to get to the jobsite. Or, choose the sure-footed 6 x 6 version to venture even further off-road. No matter which truck-mounted unit you select, you'll get the convenience of unlimited highway mobility, plus the time and cost savings of eliminating an extra truck needed to transport most other types of excavators.

### FULL-FEATURED HYDRAULIC REMOTE DRIVE

At the jobsite, the upperstructure engine powers the carrier using a hydraulic motor attached to the carrier's transmission. From the upperstructure, the operator can control carrier speed, direction and braking.

### EXTRA HEAVY-DUTY CARRIERS

Truck-mounted Hydro-Scopics are built on a heavily reinforced, wide-flange "I" beam frame designed specifically for these excavators. Cross members are integrally welded and distribute working loads equally. The swing-bearing mounting structure is welded integrally to the frame adding to its strength.

### TROUBLE-FREE FLUID POWER SYSTEM

The sealed reservoir has a built-in filter and a visual sight glass. An oil filter condition light is provided in the cab. All cylinders have precision-honed barrels and chrome-plated rods and use bolt-on heads for simplified maintenance. Relief and cushion valves are provided throughout the hydraulic system.

### PRECISION-MACHINED GEAR-DRIVE TURNTABLE

A hydraulic motor provides 360° of continuous rotation on a ball-bearing turntable. For long life and smooth operation, the mating surfaces are precision-machined to very fine tolerances using a computer-controlled boring mill.

### EXCLUSIVE WRIST-ACTION BUCKET

Our exclusive boom-tip hydraulic swivel holds its angle firmly for grading or contouring. It provides 180° of bucket tilt - 90° each way from horizontal - and is fully sealed against dirt and corrosion.

### RUGGED, PRECISION BOOM

Hydro-Scopic's exclusive rectangular, fast-cycling boom holds accurate grade extended or retracted. Since the boom itself never pivots, maximum boom strength is maintained regardless of the bucket angle. Boom sections are continuously welded for strength and telescope on adjustable, heavy-duty rollers with aluminum-bronze bushings. Due to the square cross section with rollers at each corner, digging loads are always supported by at least two rollers no matter what the bucket angle.

### RETRACTING RAILROAD GUIDE WHEELS

With its optional railroad guide wheels, Hydro-Scopic is an excellent tool for maintaining a railroad right-of-way and it gains this added use with no loss of flexibility to perform other tasks. The guide-wheel mechanism is hydraulically operated and is welded securely to a special, heavy-duty truck frame.

### WORKS EASILY IN CONFINED AREAS

With the boom fully lowered, Hydro-Scopic works to within a few feet of the carrier. And, with its shorter tail swing, Hydro-Scopic works in areas where other excavators can't. When used for ditching, Hydro-Scopic will let traffic flow, even on narrow roads.

- Super heavy-duty carriers
- 6 x 4 and 6 x 6 drivetrains available
- Hydraulically assisted power steering
- Isolation-mounted cab with sound deadening
- Tinted, safety-glass windows
- Sound-insulated engine compartment
- 10-speed transmission
- 14-leaf front suspension with snubbers and spring stops
- Cast-steel equalizer beams
- Rear-wheel brakes, spring set and pneumatically released



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**CUSTOM BUILT IN AMERICA.**

# 670 Hydro-Scopic Working Range

## RATED LIFTING CAPACITY – OVER SIDE, ON TIRES – POUNDS (kg)

Load Point Height	Minimum Load Radius		10' (3.0m)	15' (4.6m)	20' (6.1m)	25' (7.6m)	Maximum Load Radius	
Above Ground Level	15.0' 4.6m			6910 (3134)	4560 (2068)			3070 (1392) @ 24.7' 7.5m
	10.0' 3.0m	10610 (4813) @ 14.0' 4.3m		9490 (4305)	*5730 (2599)	3620 (1642)		3260 (1479) @ 26.2' 7.9m
	▲ 9.0' 2.7m	*10190 (4622) @ 14.4' 4.4m		*9460 (4291)	*5740 (2604)	3700 (1678)		3280 (1488) @ 26.3' 8.0m
	5.0' 1.5m	*9230 (4187) @ 14.8' 4.5m		*9060 (4110)	*5550 (2517)	*3610 (1637)		*3180 (1442) @ 26.6' 8.1m
At Ground Level		9350 (4241) @ 13.5' 4.1m		8270 (3751)	*5240 (2377)	*3430 (1556)		*3200 (1452) @ 25.9' 7.9m
Below Ground Level	-5.0' 1.5m	9430 (4277) @ 8.8' 2.7m	8860 (4019)	6560 (2976)	4640 (2105)			3420 (1551) @ 24.1' 7.3m
	-10.0' 3.0m	10630 (4822) @ 6.1' 1.9m	7250 (3289)	5260 (2386)	3820 (1733)			3610 (1637) @ 20.8' 6.3m
	-15.0' 4.6m	10640 (4826) @ 6.1' 1.9m	6320 (2867)					4360 (1978) @ 14.9' 4.5m

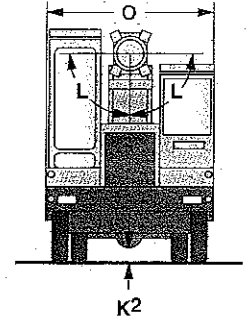
## RATED LIFTING CAPACITY – OVER REAR, ON TIRES – POUNDS (kg)

Load Point Height	Minimum Load Radius		10' (3.0m)	15' (4.6m)	20' (6.1m)	25' (7.6m)	Maximum Load Radius	
Above Ground Level	15.0' 4.6m			6910 (3134)	4560 (2068)			3070 (1392) @ 24.7' 7.5m
	10.0' 3.0m	10610 (4813) @ 14.0' 4.3m		9490 (4305)	5730 (2599)	3620 (1642)		3260 (1479) @ 26.2' 7.9m
	▲ 9.0' 2.7m	*10370 (4704) @ 14.4' 4.4m		*9760 (4427)	5860 (2658)	3700 (1678)		3280 (1488) @ 26.3' 8.0m
	5.0' 1.5m	*9520 (4318) @ 14.8' 4.5m		*9360 (4246)	6000 (2722)	3830 (1737)		3320 (1506) @ 26.6' 8.1m
At Ground Level		9350 (4241) @ 13.5' 4.1m		8270 (3751)	5480 (2486)	3630 (1647)		3360 (1524) @ 25.9' 7.9m
Below Ground Level	-5.0' 1.5m	9430 (4277) @ 8.8' 2.7m	8860 (4019)	6560 (2976)	4640 (2105)			3420 (1551) @ 24.1' 7.3m
	-10.0' 3.0m	10630 (4822) @ 6.1' 1.9m	7250 (3289)	5260 (2386)	3820 (1733)			3610 (1637) @ 20.8' 6.3m
	-15.0' 4.6m	10640 (4826) @ 6.1' 1.9m	6320 (2867)					4360 (1978) @ 14.9' 4.5m

▲ Boom is level at this point.

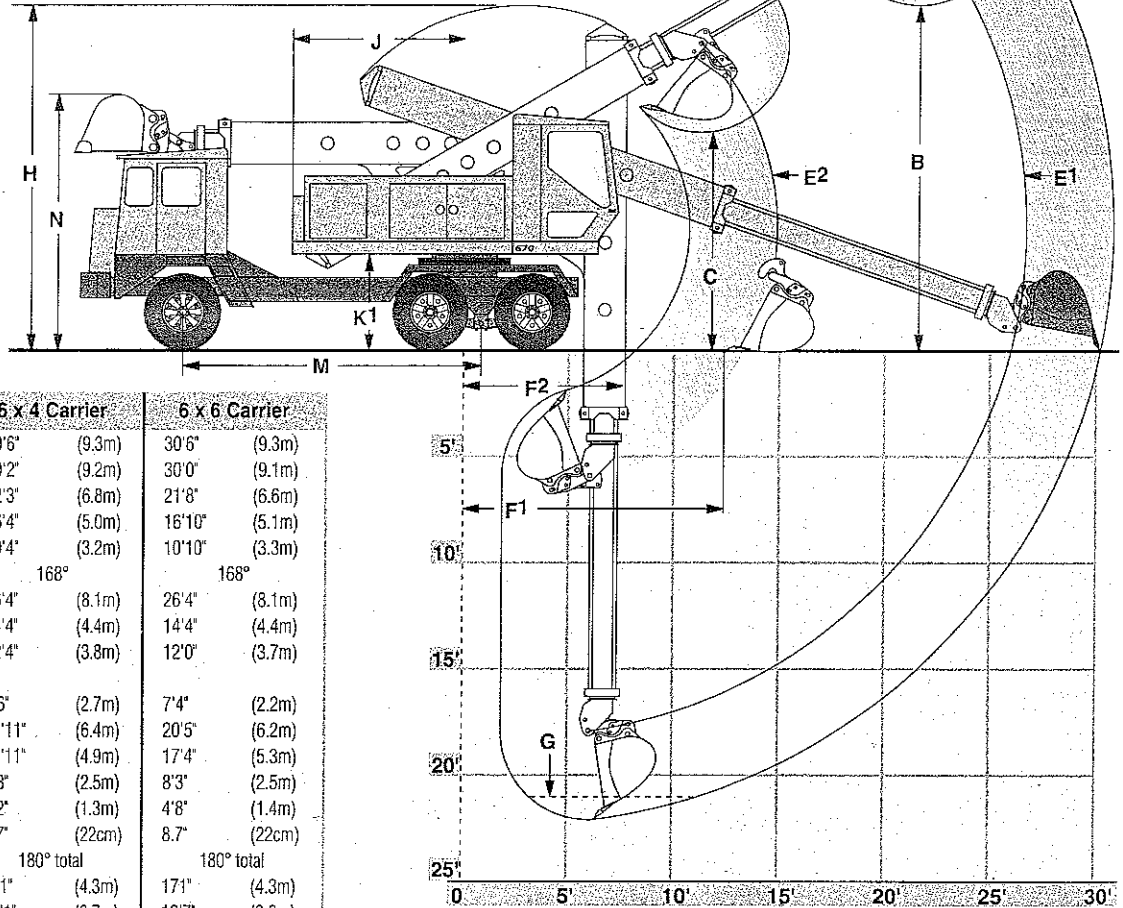
\*Load is limited by tipping conditions.

All other loads are limited by hydraulic capacity.



Carrier shown with 36" (91cm) excavating bucket

**THE ONE EXCAVATOR TO HAVE.**



Description	6 x 4 Carrier	6 x 6 Carrier
A Maximum reach	30'6" (9.3m)	30'6" (9.3m)
Surface reach	30'2" (9.2m)	30'0" (9.1m)
Digging depth	22'3" (6.8m)	21'8" (6.6m)
B Loading height, boom extended	16'4" (5.0m)	16'10" (5.1m)
C Loading height, boom retracted	10'4" (3.2m)	10'10" (3.3m)
D Bucket pivot angle	168°	168°
E1 Attachment pivot point full range, boom extended	26'4" (8.1m)	26'4" (8.1m)
E2 Attachment pivot point, full range, boom retracted	14'4" (4.4m)	14'4" (4.4m)
F1 Minimum surface reach, cleanup, bucket level at ground line, boom retracted	12'4" (3.8m)	12'0" (3.7m)
F2 Minimum surface reach, digging	8'6" (2.7m)	7'4" (2.2m)
G 8' (2.4m) of level bottom	20'11" (6.4m)	20'5" (6.2m)
H Maximum working height	15'11" (4.9m)	17'4" (5.3m)
J Tail swing	8'3" (2.5m)	8'3" (2.5m)
K1 Upperstructure ground clearance	4'2" (1.3m)	4'8" (1.4m)
K2 Carrier ground clearance	8.7" (22cm)	8.7" (22cm)
L Bucket tilt (90° each way)	180° total	180° total
M Wheel base	171" (4.3m)	171" (4.3m)
N Travel height	12'1" (3.7m)	12'7" (3.8m)
O Overall width	8'0" (2.4m)	8'0" (2.4m)
Boom telescoping action	12'0" (3.7m)	12'0" (3.7m)
Swing	continuous	continuous
Digging range	270°	270°
Dumping range	360°	360°
Rated bucket tangential force:		
Ditching bucket (60°)	18,250 lb. (81.2kN)	18,250 lb. (81.2kN)
Excavating bucket (36°)	15,380 lb. (68.4kN)	15,380 lb. (68.4kN)
Telescope crowd force:	17,670 lb. (78.6kN)	17,670 lb. (78.6kN)
Boom raise and lower (for 6x4 & 6x6)		
Above horizontal 30°, Below horizontal 90°, Total arc 120°		

All specifications are subject to change.

Compared to the 460, the 670 has more reach, more lifting capacity and larger hydraulic pumps that can handle larger buckets and other heavy-duty attachment options such as grapples.

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**4. Application is made for 5% resident vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: West Virginia Tractor Company

Signed: 

Date: 3/8/2011

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Grande Gray* Date: 3/8/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8 day of March, 2011.

My Commission expires August 12, 2012.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Steven B. Basham*

