



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
7011EC21

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

State Equipment, Inc.
 P.O. Box 8989
 Charleston, WV 25389

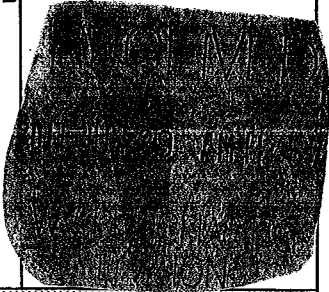
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/04/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: **06/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66	\$69,694.00	\$69,694.00
<p>ALL WHEEL DRIVE LOADER WITH BACKHOE</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 ALL WHEEL DRIVE LOADER WITH BACKHOE WHEEL TYPE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
TITLE GENERAL MANAGER	FEIN 550658298	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 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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 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID
BID OPENING DATE: 06/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON TUESDAY 05/17/2011 AT 10 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. 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 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>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
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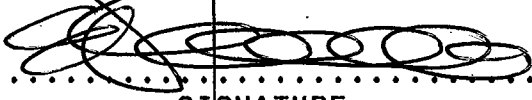
ADDRESS CORRESPONDENCE TO ATTENTION FOR
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304-558-2402


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EQUIPMENT DIVISION
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.: 7011EC21		
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
				 SIGNATURE		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
COMPANY STATE EQUIPMENT, INC. . . 6-29-2011 . . DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 2 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 ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE: 06/01/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 SERVICES 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> <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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE 304-776-4405	DATE 6-29-2011	
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04/04/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: **06/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:		SHERI SLONE - FILE 33				
RFQ. NO.:		7011EC21				
BID OPENING DATE:		06/01/2011				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-776-4409-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----EDDIE ROWAN, JR.-----						
***** THIS IS THE END OF RFQ 7011EC21 ***** TOTAL:						\$69,694.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 352-1-D

OPEN END CONTRACT
ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

1.0 PURPOSE

It is the purpose of these specifications to describe an All Wheel Drive Loader with Backhoe, Wheel Type (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.

The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the previous pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 120 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms

should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered

to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

- 7.0 Unit to be of Manufacturers AWD design and shall provide engage and disengage selection accessible from operators station.**
- 7.1 Engine:**
 - 7.1.1 Diesel fueled, water cooled.**
 - 7.1.2 Number of cylinders: minimum four (4).**
 - 7.1.3 SAE Net Horsepower: 75 minimum.**
- 7.2 Transmission:**
 - 7.2.1 Transmission speeds to be four (4) forward fully synchronized; four (4) reverse minimum.**
 - 7.2.2 Minimum top travel speed to 20 MPH.**
 - 7.2.3 Foot operated automatic release, rear axle differential lock engageable under full engine RPM required.**
- 7.3 Steering:**
 - 7.3.1 Full power steering with emergency dead engine steering capability.**

7.4 Brakes:

- 7.4.1 **Service brakes to be 2-wheel minimum**, wet disk type, sealed and fully enclosed to allow operating in water, mud, snow, and other adverse conditions without encountering brake loss or fade.
- 7.4.2 Service brakes to be pressure lubricated and cooled.
- 7.4.3. Service brakes to be self adjusting type.
- 7.4.4 Service brakes to be self equalizing.
- 7.4.5 The parking/secondary brake system to be independent of service brakes and of sufficient design to hold weight of machine on incline.
- 7.4.6 The parking brake system to be equipped with a warning light and/or audible alarm.
- 7.4.7 **All brakes shall conform to or exceed Federal and State standards.**

7.5 Hydraulic System:

- 7.5.1 The hydraulic system to be the manufacturers standard. The system should incorporate a suction strainer and a replaceable return line filter.
- 7.5.2 **The system should provide a minimum flow of 34 GPM at approximately 2200 RPM to the backhoe and adequate cooling for hydraulic tools and attachments.**
- 7.5.3 Backhoe stabilizer hydraulic lock-outs should be provided in both the working and transport positions.
- 7.5.4 Auxiliary valve, with foot pedal control for efficient operation of motor driven attachments and machine mounted rock breakers.

7.6 Electrical System:

- 7.6.1 Manufacturers standard 12 volt electrical system.
- 7.6.2 Alternator approximately 78 AMPS.
- 7.6.3 Batteries to be maintenance free type and provide a cold crank amps of 1150 each at zero degrees.

7.7 Cooling System:

- 7.7.1 **The cooling system shall be capable of maintaining engine temperature within the manufacturers recommended range during continuous operation.**
- 7.7.2 The coolant system to incorporate a thermostat and by-pass for warm up.
- 7.7.3 The system to be filled with permanent extended life anti-freeze solution rated to a minus 30 degrees F minimum.

7.8 Operators Station:

- 7.8.1 Cab to be fully enclosed SAE ROPS/FOPS certified.
 - 7.8.2 Cab to be isolation mounted.
 - 7.8.3 Instrumentation vandal protection to be included on complete unit.
 - 7.8.4 Air ride seat should be deluxe cushioned, swing around type operators seat. Fully adjustable, damped and to include manufacturer's seat belt with retractor feature.
 - 7.8.5 **Tinted safety glass shall be provided at all locations.**
 - 7.8.6 **Cab doors shall be lockable and keyed alike.**
 - 7.8.7 Unit should provide front and rear windshield wipers with washers.
 - 7.8.8 Manufacturers heaviest duty heater/defroster to be provided.
 - 7.8.9 Unit to be equipped with manufacturer air conditioning.
- 7.9 Instruments: Unit to have lighted gauges and/or monitoring system to include:
- 7.9.1 Transmission temperature.
 - 7.9.2 Engine coolant temperature.
 - 7.9.3 Engine oil pressure.
 - 7.9.4 Hydraulic filter restriction.
 - 7.9.5 Air cleaner restriction.
 - 7.9.6 Fuel gauge.

- 7.9.7 Volt/Amp gauge.
- 7.9.8 Hour meter (to be engine controlled, not key switch).
- 7.9.9 Engine coolant temperature and engine oil pressure and parking brake system to include audible or visual warning systems.
- 7.10 Accessories:
 - 7.10.1 Locking type toolbox to be large enough to store standard size hand operated grease gun and any special tools required by manufacturer.
 - 7.10.2 OSHA approved back up alarm.
 - 7.10.3 Horn.
 - 7.10.4 Hand and foot controlled throttle.
 - 7.10.5 Muffler with rain proof exhaust.
 - 7.10.6 Lockable engine service door and keyed same as cab door/s.
 - 7.10.7 SMV emblem.
 - 7.10.8 Non slip type mounting steps and safety handholds.
 - 7.10.9 Backhoe boom transport locks.
 - 7.10.10 One (1) complete set of filter elements for unit to be provided.
 - 7.10.11 Unit to have Class 1 LED low profile beacon
 - 7.10.12 Unit to have left and right side and inside rear view mirrors.
- 7.11 Lighting:
 - 7.11.1 **Unit to have a minimum of two (2) front halogen work/driving lights switched and identified at operator's station.**
 - 7.11.2 Two combination stop/tail lights.
 - 7.11.3 Two (2) rear halogen work lights to be switched and identified at operator station.
 - 7.11.4 Two (2) front and two (2) rear turn and flashing lights.

7.11.5 Cab dome light.

7.12 Tires:

7.12.1 Tires to be manufacturers standard for model bid.

7.13 Vehicle Frame:

7.13.1 Unit to feature a single piece weldment, full length unitized main frame.

7.14 Loader:

7.14.1 Loader to be self-leveling.

7.14.2 Unit to be equipped with automatic return-to-dig feature.

7.14.3 Unit to provide a G.P. bucket rated at approximately 1.3. C.Y. SAE heaped capacity and a width of approximately 92 inches with bolt on cutting.

7.14.4 Breakout force of approximately 9,500 pounds.

7.14.5 Loader lift rating of approximately 6,500 pounds to full height required.

7.14.6 Dumping clearance at full height and 40 degrees, 103 inches approximately.

7.14.7 Bucket rollback at ground approximately 40 degrees.

7.15 Backhoe:

7.15.1 Unit should have an approximate digging depth of a least 15 feet 4 inches.

7.15.2 Backhoe lifting capacity of approximately 3,500 pounds to 12 foot lift height through the full 180 degrees swing arc.

7.15.3 Backhoe bucket cylinder digging force of 11,500 pound approximately.

7.15.4 Bucket to be manufacturers standard 24 inches with hardened/replaceable teeth.

7.15.5 Bucket rotation 180 degrees.

7.15.6 Provisions to be made for quick-coupling hydraulic tools, (i.e. road breakers, jack hammers, etc.) to the unit hydraulic system.

- 7.15.7 Unit to be capable of operating backhoe and hydraulic tools simultaneously.
- 7.15.8 **Unit shall be equipped with extend-a-hoe feature with approximate dig depth of 19 feet.**
- 7.16 Operating Weight:
 - 7.16.1 SAE operating weight of 16,000 pounds (approximately) exclusive of tire ballast and/or counterweights.
- 7.17 Paint:
 - 7.17.1 The loader is to be painted manufacturers standard.
- 7.18 **All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.19 **Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.**
- 7.20 **Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 352-1-D

ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

NOTE TO BIDDER: Procurement Specification No. 352-1-D, 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.: 7011EC21

Bidder's Name: STATE EQUIPMENT, INC.

Address: P.O. BOX 3939 CHARLESTON, WV 25339

Telephone Number: 304-776-4405

Years Bidder has been registered to do business with the State of West Virginia: 25 YRS.

Years Company has been an authorized dealer for proposed unit: 25 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 120 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 150 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;**X5.1 Price per unit:**\$69,694.00 per unit**X6.0 SPECIFICATIONS - GENERAL****X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:**CASE 580SN MANUFACTURED AFTER JAN 1, 2011Is 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:

2 YEAR 2000 HOUR FULL MACHINE WARRANTY. WORK TO BE DONE AT

STATE EQUIPMENT, INC. FACILITIES. (SEE ATTACHED FORM)

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)

ONE YEAR 1,500 HOURS FULL MACHINE

TWO YEARS 2,000 HOURS POWER TRAIN

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.

ALL WARRANTY REPAIRS TO BE DONE AT STATE EQUIPMENT, INC LOCATIONS IN

CROSS LANES, WV BRIDGEPORT, WV BECKLEY, WV PARKERSBURG, WV

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

CROSS LANES, WV BRIDGEPORT, WV BECKLEY, WV PARKERSBURG, WV

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: | <u>0</u> | % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: | <u>0</u> | % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: | <u>0</u> | % 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 | \$ <u>90.00</u> per mechanic hour |
| B. | Travel Time Charge
(Specify if one-way) | \$ <u>90.00</u> per mechanic hour
<u> X </u> ; port to port <u> X </u> |
| C. | Mileage Charge
(Specify if one-way) | \$ <u>1.25</u> per vehicle mile
<u> X </u> ; port to port <u> X </u> |
| D. | Field Mechanic Rate | \$ <u>90.00</u> per mechanic hour |
| E. | Specify period of time that prices are in effect: | <u>12 MONTHS</u> |
| F. | Surcharge for miscellaneous items: | <u>0</u> % |

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

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: CASE Model: 580SN

X7.0 Manufacturers AWD design with engage/disengage selection accessible operators station?

YES NO

X7.1 Engine:

X7.1.1 Diesel fueled, water cooled?

YES NO

X7.1.2 Number of Cylinders: 4

X7.1.3 SAE Net Horsepower: 92

X7.2 Transmission:

X7.2.1 Are there 4 forward fully synchronized speeds/ 4 reverse?

YES NO

X7.2.2 Minimum top travel speed: 24.0 MPH

X7.2.3 Foot operated automatic release, rear axle differential lock engageable under full engine RPM?

YES NO

- X7.3 Steering:
- X7.3.1 Does unit provide full power steering w/emergency dead engine steering capability? YES NO
- X7.4 Brakes:
- X7.4.1 **Are the service brakes 2 wheel minimum, wet disk type, sealed/fully enclosed to allow operation in water, mud, snow,/other adverse conditions without encountering brake loss or fade?** YES NO
- X7.4.2 Are the service brakes pressure lubricated and cooled? YES NO
- X7.4.3 Are the service brakes self adjusting type? YES NO
- X7.4.4 Are the service brakes self equalizing? YES NO
- X7.4.5 Is the parking/secondary brake system independent of the service brakes/of sufficient design to hold weight of machine on incline? YES NO
- X7.4.6 Is the parking brake system equipped w/warning light/or audible alarm? YES NO
- X7.4.7 **Do the brakes conform to or exceed Federal/State standards?** YES NO
- X7.5 Hydraulic System:
- X7.5.1 Is the system provided the manufacturers standard for the model bid/ incorporate a suction strainer/replaceable return line filter? YES NO
- X7.5.2 **Does the backhoe offered provide adequate cooling for hydraulic tools/attachments?** YES NO
Specify GPM 40 at 3100 R.P.M.
- X7.5.3 Are backhoe stabilizer hydraulic lock-outs provided in both the working/transport positions? YES NO
- X7.5.4 Is foot pedal control provided for efficient operation of motor driven attachments/boom mounted rock breaker? YES NO
- X7.6 Electrical System:
- X7.6.1 Manufacturer's 12 volt electrical system provided? YES NO
- X7.6.2 Specify alternator capacity? 120 AMP
- X7.6.3 Are batteries maintenance free type? YES NO
CCA: 1150

- X7.7 Cooling System:
- X7.7.1 **Capable of maintaining engine temperature within the manufacturers recommended range during continuous operation?** YES NO
- X7.7.2 Coolant system incorporate a thermostat/by-pass for warm up? YES NO
- X7.7.3 Is the system filled w/permanent anti-freeze solution rated to a minus 30°F or lower? YES NO
- X7.8 Operators Station:
- X7.8.1 Is the cab fully enclosed SAE ROPS/FOPS certified? YES NO
- X7.8.2 Is the cab isolation mounted? YES NO
- X7.8.3 Is instrumentation vandalism protection included on complete unit? YES NO
- X7.8.4 Is the air ride seat deluxe cushioned, swing around type operators seat, fully adjustable, damped, And include manufacturers seat belt w/retractor feature? YES NO
- X7.8.5 **Is tinted safety glass provided in all locations?** YES NO
- X7.8.6 **Are the cab doors lockable/keyed alike?** YES NO
- X7.8.7 Are front/rear windshield wipers w/washers provided? YES NO
- X7.8.8 Is the heater/defroster manufacturers heaviest duty? YES NO
- X7.8.9 Is unit equipped with manufacturers air conditioning? YES NO
- X7.9 Instruments: Unit to have lighted gauges/or monitoring system to include:
- X7.9.1 Transmission temperature? YES NO
- X7.9.2 Engine coolant temperature? YES NO
- X7.9.3 Engine oil pressure? YES NO
- X7.9.4 Hydraulic filter restriction? YES NO
- X7.9.5 Air cleaner restriction? YES NO
- X7.9.6 Fuel gauge? YES NO
- X7.9.7 Volt/Amp gauge? YES NO

- X7.9.8 Hour meter (engine controlled, not key switch)? YES NO
- X7.9.9 Engine coolant temperature, engine oil pressure, parking brake system with audible or visual warning systems? YES NO
- X7.10 Accessories:
- X7.10.1 Locking type tool box large enough to store standard size hand operated grease gun/any special tools required by manufacturer? YES NO
- X7.10.2 OSHA approved back up alarm? YES NO
- X7.10.3 Horn? YES NO
- X7.10.4 Hand/foot controlled throttle? YES NO
- X7.10.5 Muffler with rain proof exhaust? YES NO
- X7.10.6 Lockable engine service door/keyed same as cab door/s?
(ENGINE SERVICE DOOR LOCKABLE, NOT KEYED THE SAME) YES NO
- X7.10.7 SMV emblem YES NO
- X7.10.8 Non slip type mounting steps/safety hand holds? YES NO
- X7.10.9 Backhoe boom transport locks? YES NO
- X7.10.10 Is one (1) complete set of filter elements for unit? YES NO
- X7.10.11 Does unit have Class 1 LED low profile beacon? YES NO
- X7.10.11.1 Is provided strobe light in accordance w/radio interference specifications not generating more than 1.0 UV of interference on a radio receiver w/12db of quieting? YES NO
- X7.10.12 Are left/right side and inside rear view mirrors provided? YES NO
- X7.11 Lighting:
- X7.11.1 Number of front halogen work/driving lights: 2
- X7.11.1.1 Switched/identified at operator's station? YES NO
- X7.11.2 Number of combination stop/tail lights: 2
- X7.11.3 Number of rear halogen work lights switched/identified at operator stations: 2
- X7.11.4 Number of front/rear turn/flashing lights: 2 FRONT 2 REAR
- X7.11.5 Does the cab have a dome light? YES NO

- X7.12 Tires:
- X7.12.1 Front tires: 12.00 X 16.5
- Rear tires: 17.5 X 24
- X7.13 Vehicle Frame:
- X7.13.1 Does the unit have a single piece weldment, full length unitized main frame? YES NO
- X7.14 Loader:
- X7.14.1 Is the loader self leveling? YES NO
- X7.14.2 Is the unit equipped with automatic return-to-dig feature? YES NO
- X7.14.3 General purpose bucket size 1.3 C.Y. heaped capacity with bolt on cutting edge
 YES NO
- X7.14.3.1 Bucket width: 93 inches
- X7.14.4 Breakout force: 9,833 lbs.
- X7.14.5 Loader lift rating 7,044 lbs to full height.
- X7.14.6 Dumping clearance at full height and 40° 105.9
- X7.14.7 Bucket rollback at ground 42 degrees
- X7.15 Backhoe:
- X7.15.1 Unit digging depth: 14' 5.6"
- X7.15.2 Backhoe lifting capacity 3,413 lbs to 12 lift height through the full 180° swing arc.
- X7.15.3 Backhoe bucket cylinder digging force 13,576 lbs.
- X7.15.4 Bucket size: 24 w/hardened/replaceable teeth? YES NO
- X7.15.5 Bucket rotation 198 degrees.
- X7.15.6 Are provisions made for quick-coupling hyd tools to the unit hyd system? YES NO
- X7.15.7 Is the unit capable of operating backhoe/hyd tools simultaneously? YES NO
- X7.15.8 Is the unit equipped with extend-a-hoe feature/approx. 19' dig depth? YES NO

X7.16 Operating Weight:

X7.16.1 SAE operating weight 17,445 lbs exclusive of tire ballast/or counterweights.

X7.16.2 List all other features considered as standard equipment but not specifically addressed:

X7.17 Paint:

Will loader be painted manufacturers standard color? YES NO

X7.18 Will all units be delivered to WVDOH with all manufacturers recommended safety related decals/safety features intact? YES NO

X7.19 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes? YES NO

X7.20 Does the unit conform to the advertising guidelines? YES NO



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

Request for Quotation

BEO NUMBER
 7011EC21

PAGE
 1

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

VENDOR FOR

*709054014 304-776-4406
 STATE EQUIPMENT INC
 PO BOX 3939
 CHARLESTON WV 25339

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201

JUN 02 2011
 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/01/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: 06/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/01/11 @1:30 P.M						
TO: 06/15/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		975-66	\$69,694.00	\$69,694.00
ALL WHEEL DRIVE LOADER WITH BACKHOE						
***** THIS IS THE END OF RFQ 7011EC21 ***** TOTAL:						\$69,694.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO BEO INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC21 Date: 5/17/2011 10:00

Project Description: All Wheel Drive Loader with Backhoe, Wheel Type

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>MH SO EQUIPMENT JCB</u>
Firm Address:	<u>126 LAKEVIEW DRIVE CHARLESTON WV 25313</u>
Representative Attending:	<u>DES JARVIS</u>
Phone Number:	<u>304-741-8575</u>
Fax Number:	
Email Address:	<u>des.jarvis@jcb.com</u>

Firm Name:	<u>C.I. WALKER MACHINERY</u>
Firm Address:	<u>P.O. Box 2427 CHARLESTON, WV 25329</u>
Representative Attending:	<u>MATT CONNER</u>
Phone Number:	<u>(304) 543-5406</u>
Fax Number:	<u>(304) 759-6404</u>
Email Address:	<u>mconner@walker-cat.com</u>

Firm Name:	<u>UNION TOWNS INC. EA (O) INC</u>
Firm Address:	<u>2266 UNIVERSITY DRIVE LEMONST FULCRON PA 15456</u>
Representative Attending:	<u>MIKE CLOWER</u>
Phone Number:	<u>724-437-1578</u>
Fax Number:	<u>724-437-2098</u>
Email Address:	<u>MCLOWER@UECL.COM</u>

Firm Name:	<u>Angie Moorman</u>
Firm Address:	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>P.O. BOX 473 CHARLESTON, WV 25322</u>
Representative Attending:	<u>GARY W. GRADY</u>
Phone Number:	<u>304-346-5301</u>
Fax Number:	<u>304-346-5305</u>
Email Address:	<u>wvtractorusa.com</u>

Firm Name:	<u>WVDOIT</u>
Firm Address:	
Representative Attending:	<u>Laverne Cochran</u>
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

7011EC21

Date:

5/17/2011 10:00

Project Description:

All Wheel Drive Loader with Backhoe, Wheel Type

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV DOT - 0070
Firm Address:	
Representative Attending:	Debra Ferreri
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	STATE EQUIPMENT INC
Firm Address:	PO Box 3939 CHARLESTON WVA
Representative Attending:	RANDY BASTRO
Phone Number:	304 592 0491
Fax Number:	304 592 0499
Email Address:	RANDY B @ STATE EQUIPMENT.COM

Firm Name:	WV DOT - 0070
Firm Address:	
Representative Attending:	Tammy Clewinger
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	RISH EQUIPMENT COMPANY
Firm Address:	P.O. Box 906 BRIDGEPORT, WV 26330
Representative Attending:	ANTONIO B. SELARIO
Phone Number:	304 - 842 - 3511
Fax Number:	304 - 842 - 6626
Email Address:	aselario@rish.com

Firm Name:	Leslie Equipment Company
Firm Address:	P.O. Box 249 NORFOLK, WV 26285
Representative Attending:	David Gaasend
Phone Number:	(C) 304-672-9826 (W) 304-636-6721
Fax Number:	304-636-3516
Email Address:	Gaasenddavid@LEL2.COM

Firm Name:	WV DOT
Firm Address:	
Representative Attending:	Kevin Riley
Phone Number:	
Fax Number:	
Email Address:	



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
7011EC21

PAGE
1

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

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

*709054014 304-776-4406
 STATE EQUIPMENT INC
 PO BOX 3939
 CHARLESTON WV 25339

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/15/2011 @1:30 P.M.						
TO: 06/29/2011 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		975-66	\$69,694.00	\$69,694.00
ALL WHEEL DRIVE LOADER WITH BACKHOE						
***** THIS IS THE END OF RFQ 7011EC21 ***** TOTAL:						\$69,694.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
-----------	------------------------	----------------

TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE
-----------------------	----------------	-----------------------------------

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



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

Request for Quotation

RFO NUMBER
7011EC21

PAGE
1

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

VENDOR	*709054019 304-296-8419
	DORSEY KNOB PSD PO BOX 562
	MORGANTOWN WV 26507-0562

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
06/17/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		975-66	\$69,694.00	\$69,694.00
ALL WHEEL DRIVE LOADER WITH BACKHOE						
***** THIS IS THE END OF RFQ 7011EC21 ***** TOTAL:						\$69,694.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 304-776-4405	DATE 6-29-2011
TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #3
(ADDENDUM FROM PREBID MEETING)
7011EC21

ALL WHEEL DRIVE LOADER WITH BACKHOE

CHANGES TO SPECIFICATIONS:

FROM:

- 4.2 DELIVERY – 2nd Paragraph 2nd Sentence
Delivery is preferred within 120 calendar days after receipt of purchase agreement.

TO:

- 4.2 DELIVERY – 2nd Paragraph 2nd Sentence
Delivery is preferred within 150 calendar days after receipt of purchase agreement.

FROM:

- 4.2 DELIVERY - 3rd Paragraph
A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

- 4.2 DELIVERY - 3rd Paragraph
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

7.15.8 Unit shall be equipped with extend-a-hoe feature with approximate dig depth of 19 feet.

TO:

7.15.8 Unit shall be equipped with extend-a-hoe feature with 17 feet dig depth minimum.

ADDENDUM #3
(ADDENDUM FROM PREBID MEETING)
7011EC21

ALL WHEEL DRIVE LOADER WITH BACKHOE

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED ON BID OPENING DATE:

NO CHANGE REQUIRED

X4.2 DELIVERY

X4.2.1 Delivery date of completed representative unit: 120 Calendar Days After
Receipt of Purchase Agreement

X4.2 Delivery date of balance of completed units: 150 Calendar Days After Receipt of
Purchase Agreement

FROM:

X7.15.8 Is the unit equipped with extend-a-hoe feature/approx. 19' dig depth YES NO

TO:

X7.15.8 Is unit equipped with extend-a-hoe feature YES NO

Extend-a-hoe digging depth: 17' 11" feet

ENGINE

Model	Case 445TA/E3 diesel, emissions certified
Type	4-stroke, turbocharged
Cylinders	4
Bore/Stroke	4.09 in x 5.19 in (104 x 132 mm)
Displacement	274 in ³ (4.5 L)
Fuel injection	Direct high pressure common rail (HPCR)
Fuel	Diesel
Fuel filter	w/water trap
Air intake	Cross-flow
Cooling	Liquid
Engine speeds* (rpm)	
Rated speed, full load	2200
Low idle	900 - 1000
High idle, no load	2330 - 2430

Horsepower

Gross	97 (72 kW) @ 2200 rpm
Net w/viscous fan**	95 (71 kW) @ 2200 rpm
Net	92 (68 kW) @ 2200 rpm

Maximum torque @ 1400 rpm

Gross	334 lb-ft (453 N-m)
Net w/viscous fan**	333 lb-ft (452 N-m)
Net	328 lb-ft (445 N-m)

Torque rise at rated speed 45%

NOTE: *Engine speeds with standard transmission. Meets federal emission regulations.

** Viscous fan included with Cab Convenience package.

ENGINE COOLING

Radiator	
Core size area	486 in ² (3145 cm ²)
Rows of tubes / with AC	3 / 5

Fan

Style	7 blade suction
Diameter	19.65 in (499 mm)
Angle - Std./Opt.	33°/39°
Ratio	1.1:1

Water pump

Style	Integral
-------	----------

Engine oil

Pump	Deep sump plate cooler with pressurized under-piston nozzles
------	--

Pump operating angle ratings	
Side-to-side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full-flow cartridge

TIRES

Front

2WD - 11L x 16, 10-ply rating
4WD - 12 x 16.5, 8-ply rating

Rear

2/4WD - 19.5L x 24, 10-ply rating
2/4WD - 17.5L x 24, 10-ply rating

POWERTRAIN

Transmission - standard
4F-4R Power Shuttle Synchromesh transmission manual gear shift fully synchronized

POWERTRAIN (CONTINUED)

Transmission - optional
Powershift S-Type, 4F-3R fully synchronized

Specifications below apply to both Power Shuttle and Powershift S-Type transmission unless otherwise indicated.

Gear ratios	Forward	Reverse
1st	5.603	4.643
2nd	3.481	2.884
3rd	1.584	1.313
4th	0.793	0.657*

*4R not available on Powershift S-Type

Travel speeds - mph (km/h)

	1st	2nd	3rd	4th
Forward	3.8 (6.1)	6.0 (9.7)	12.8 (20.6)	24.0 (38.6)
Reverse	4.5 (7.3)	7.2 (11.6)	15.4 (24.7)	28.8* (46.3)

NOTE: Travel speeds at 2293 engine rpm with 19.5 x 24 tires. Speeds decrease with 17.5L x 24 rear tires. 4R not available on Powershift S-Type

Transmission - optional

Powershift H-Type, 4F-3R hydraulic clutch shifting with auto function

Gear ratios	Forward	Reverse
1st	5.533	4.549
2nd	3.359	2.762
3rd	1.533	1.260
4th	0.811	-

Travel speeds - mph (km/h)

	1st	2nd	3rd	4th
Forward	3.9 (6.2)	6.3 (10.1)	13.3 (21.4)	23.6 (38.0)
Reverse	4.6 (7.4)	7.5 (12.1)	16.0 (25.7)	-

NOTE: Travel speeds at 2312 engine rpm with 19.5 x 24 tires. Speeds decrease with 17.5L x 24 rear tires.

Torque converter ratio	2.6
Differential lock	On-the-go push-button activation

Front 4WD / Rear axle

Differential ratio	2.0 / 2.5
Planetary hub ratio	6.0 / 6.4
Total reduction ratio	12.0 / 16.0

Service brakes

Individually applied, power assisted, hydraulically actuated, maintenance-free, self-adjusting, outboard mounted, wet disc, 2 per side	
Disc area	384 in ² (.25 m ²)

Parking brakes

Trans Mounted spring applied hydraulic release (SAHR)

ELECTRICAL

Voltage	12 volts, negative ground
Alternator	120 amp
Battery	850 cold-cranking amps

ELECTRICAL (CONTINUED)

Optional batteries	(2) 850 cold-cranking amps
Power plugs	(2) 30 amps total

HYDRAULICS

Pump

Bosch Rexroth Series 31 Variable Displacement Axial Piston Pump

Main relief pressure

Standard	3450 +/- 50 psi (238 +/- 3.5 bar)
Power Lift	3625 +/- 50 psi (250 +/- 3.5 bar)

Filtration

7-micron, full flow replaceable cartridge on return line, condition indicator light for filter

Oil cooler

Heavy-duty

Loader flow @ rated engine rpm

40 GPM @ 2340 PSI (151.4 lpm @ 161 bar)

Loader control valve

w/pilot or manual backhoe controls

Two or three spool closed center sectional control valve. Single lever manual control for lift and tilt functions. The three spool valve uses a proportional Electro-Hydraulic control for the auxiliary function. The lift lever has a positive hold "Float" position and a "return-to-dig" feature.

Loader auxiliary hydraulics with proportional thumb switch w/detent on loader control handle 0 to 31.5 gpm (0 to 119 L/min)

Backhoe flow @ rated engine rpm

40 GPM @ 3100 PSI (151.4 lpm @ 161 bar)

Manual Backhoe Control Valve

Six or seven monoblock open center control valve. Features "Pro-Control" which includes custom designed spools for each individual function along with "swing cushioning" valve for zero-wag swing control. Basic control valve has an open center parallel circuit for all functions.

Pilot Backhoe Control Valve

Six, seven, or eight spool sectional closed center control valve. Features "Pro-Control" which includes custom designed spools for each individual function along with "swing cushioning" valve for zero-wag swing control. Basic control valve is closed center, with circuits in parallel with a post-compensated, flow sharing feature for simultaneous operation of all circuits.

Unidirectional Auxiliary Hydraulics

Unidirectional hydraulic valve is equipped with an adjustable LS relief valve to control attachment pressure and a 6 position flow control selector for 6 detented, distinct flow settings.

Actuation

Manual backhoe controls	Cab floor pedal
Pilot controls	Left hand joystick

OPERATOR ENVIRONMENT

ROPS/FOPS canopy
Key start
Hydrostatic steering
Vinyl mechanical suspension seat w/180° swivel
Seat turn around
Electronic hand and foot throttles
Ergonomic loader control lever w/push-button activation of differential lock and transmission de-clutch
Backhoe foot-swing w/3 lever control
(2) Accessory power plugs (30 amp)
Anti-vandalism covers (canopy only)
Cup holder
Coat hook w/tether strap (cab only)
Interior rearview mirror
2 in (51 mm) retractable seat belt
Storage compartment w/lid
Left side storage tray

INSTRUMENTATION

Vehicle Control Module w/menu driven options and onboard diagnostics
Foot throttle sensitivity
Cold weather idle settings
Maintenance settings
Gauges
Engine water temperature
Converter oil temperature
Fuel
Tachometer/hourmeter
Voltmeter
Warning lights
Air cleaner restriction
Alternator
A/C high pressure
Cold start
Engine oil pressure
Hydraulic oil filter bypass
Parking brake
Low fuel
Audible alarms w/diagnostics
Coolant temperature
Engine oil pressure
Parking brake engagement
Shuttle engagement/seat position
Backup alarm
Horn - dual switched front & rear

TURNING DIAMETER

2WD	
Brakes on	10 ft 7.6 in (3.24 m)
Brakes off	12 ft 4 in (3.76 m)
4WD – engaged	
Brakes on	11 ft 0.3 in (3.36 m)
Brakes off	14 ft 1.7 in (4.31 m)
4WD – disengaged	
Brakes on	10 ft 11.9 in (3.35 m)
Brakes off	12 ft 7.6 in (3.85 m)

NOTE: Turning diameter dimensions curb to curb w/17.5L x 24 tires.

OPERATING WEIGHTS

Configuration 1 - SAE Transport

82 in (2.08 m) LL bucket, 4WD, 19.5L x 24 rear tires, standard dipper, 24 in. HD bucket, flip stabilizer pads, ROPS cab, non-suspension seat, dual battery, no operator.
16,239 lb (7366 kg)

Configuration 2 - SAE Transport

82 in (2.08 m) loader bucket, 4WD, 19.5L x 24 rear tires, extendahoe, 24 in. HD bucket, flip stabilizer pad, 700 lb CWT, ROPS cab, cloth seat, dual battery, mechanical backhoe coupler, no operator, power synchro-transmission.
17,226 lb (7814 kg)

Add-on weights

Cab (over canopy)	+0 lb (0 kg)
Counterweights	+700 lb (318 kg)
Extendahoe®	+286 lb (130 kg)
4WD w/driveshaft guard	+283 lb (128 kg)

SERVICE CAPACITIES

Fuel tank	42 gal (159L)
Hydraulic system	
Total	126 qt (119.2 L)
w/Extendahoe®	132 qt (124.9 L)
Reservoir w/filter	58 qt (54.5 L)
Reservoir w/o filter	56 qt (52.6 L)
Transmission - Total System	
2WD Standard	18 qt (17 L)
2WD Powershift S-Type	23 qt (21.7 L)
4WD Standard	21 qt (19.4 L)
4WD Powershift S-Type	22 qt (20.7 L)
4WD Powershift H-Type	19 qt (18 L)
4WD Front axle	
Differential	8.1 qt (7.7 L)
Planetaries (each)	0.5 qt (0.5 L)
Rear axle	
Differential & Planetaries	14.4 qt (13.6 L)
Engine oil w/filter	14.4 qt (13.6 L)
Cooling system	
w/heater	19 qt (18 L)
w/o heater	18.3 qt (17.3 L)
Window washer reservoir	3.0 qt (2.8 L)

LOADER

Single-lever control for lift and tilt
Positive hold float
Return-to-dig
Automatic self-leveling
In-line, reverse linkage
Dual parallel dump cylinders
Clutch disconnect button on loader control and shift levers
Bucket position indicator

Loader Bucket Sizes

Width	Weight	Struck	Heaped
Long Lip Bucket			
82 in w/o bolt-on edge / 93 w/bolt-on edge			
82 in (2.08 m)	664 lb (392 kg)	0.88 yd³ (0.67 m³)	1.01 yd³ (0.77 m³)
93 in (2.36 m)	933 lb* (423 kg)	1.07 yd³ (0.82 m³)	1.25 yd³ (0.96 m³)
4 in 1 Bucket w/bolt-on edge			
82 in (2.08 m)	1,451 lb* (658 kg)	0.85 yd³ (0.65 m³)	1.04 yd³ (0.80 m³)

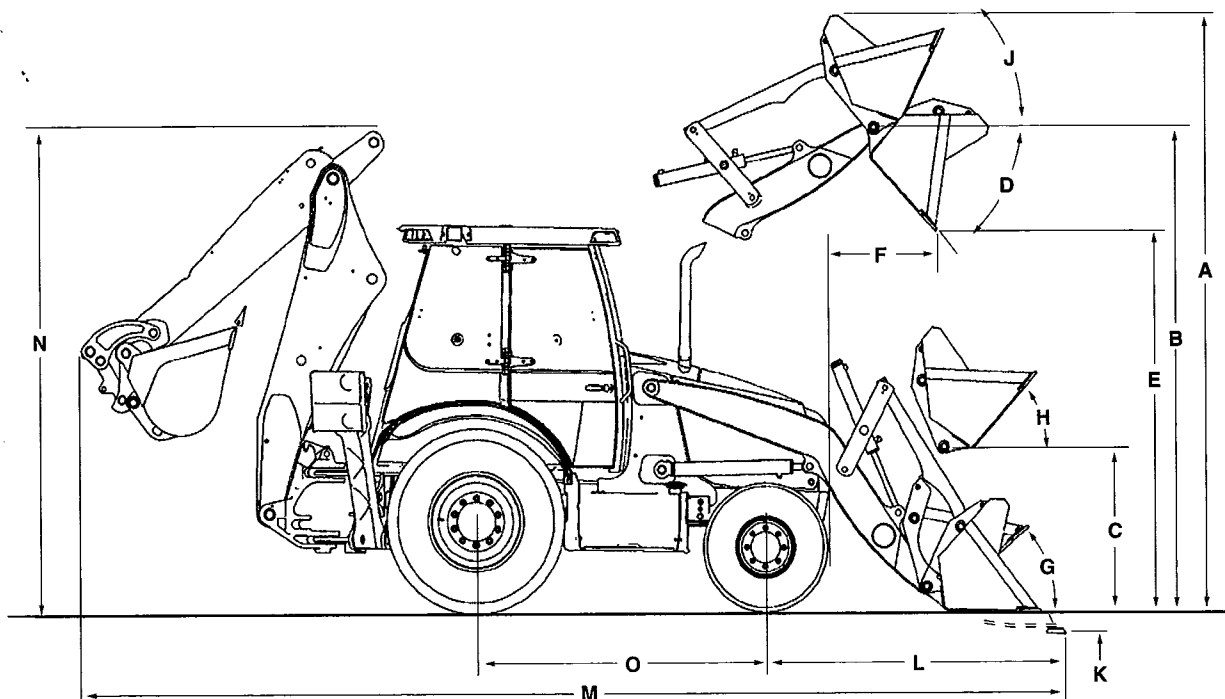
NOTE: *Weight of 4 in 1 bucket includes edges, cylinders, and tubelines.

BACKHOE

Over center design, Fabricated "S" boom
Pro Control System
17, 940 lb-ft (24 370 N-m) swing torque
Case attachment coupler
Foot-swing w/3 lever control
Wing stabilizers w/cleated dirt pad

Backhoe Bucket Sizes

Width	Weight	Heaped
Universal Buckets		
12 in (305 mm)	295 lb (134 kg)	3.40 ft³ (0.10 m³)
18 in (457 mm)	356 lb (162 kg)	5.30 ft³ (0.15 m³)
24 in (610 mm)	427 lb (194 kg)	7.70 ft³ (0.22 m³)
30 in (762 mm)	489 lb (222 kg)	10.20 ft³ (0.29 m³)
36 in (914 mm)	552 lb (251 kg)	12.70 ft³ (0.36 m³)
High Capacity Buckets		
24 in (610 mm)	447 lb (203 kg)	8.50 ft³ (0.24 m³)
30 in (762 mm)	502 lb (228 kg)	10.60 ft³ (0.30 m³)



LOADER DIMENSIONS

	Long Lip Bucket*	4 IN 1° Bucket
A. Overall operating height – fully raised	13 ft 8.7 in (4.18 m)	13 ft 7.8 in (4.16 m)
Height to –		
B. Bucket hinge pin fully raised	11 ft 2.5 in (3.42 m)	11 ft 2.5 in (3.42 m)
C. Bucket hinge pin @ SAE carry	13.6 in (345 mm)	13.6 in (345 mm)
D. Dump angle @ full height	47°	47°
E. Dump clearance @ full height, 45° dump –		
Bucket	8 ft 9.9 in (2.69 m)	8 ft 10.9 in (2.71 m)
Clam open	NA	9 ft 8.3 in (2.96 m)
F. Dump reach @ full height, 45° dump –		
Bucket	31.5 in (801 mm)	29.1 in (738 mm)
Clam open	NA	15.3 in (388 mm)
Bucket rollback –		
G. @ groundline	42°	42°
H. @ SAE carry	42°	42°
J. @ full height	Adjustable	Adjustable
K. Digging depth below grade –		
Bucket flat	6.1 in (155 mm)	4.8 in (122 mm)
Clam open (dozing)	NA	4.1 in (103 mm)
L. Reach from front axle centerline – bucket on ground	6 ft 8.8 in (2.05 m)	6 ft 0.7 in (2.03 m)
Lift capacity to full height (calculated values)	7,044 lb (3195 kg)	6,703 lb (3040 kg)
Breakout force (calculated values–		
Lift cylinders	9,833 lbf (4460 daN)	9,610 lbf (4359 daN)
Dump cylinders	10,947 lbf (4965 daN)	11,658 lbf (5288 daN)
Bucket cutting edge width	82.5 in (2.09 m)	82 in (2.08 m)
Maximum grading angle	114°	114°
Maximum clam opening	NA	38.3 in (972 mm)
Moldboard height	NA	36.8 in (934 mm)
Raising time to full height – Manual/Pilot controls	3.4/3.6 sec	3.4/3.6 sec
Bucket dumping time	1.8/2.0 sec	1.8/2.0 sec
Lowering time –		
Power down	2.5/2.6 sec	2.5/2.6 sec
Return-to-dig	3.6/2.8 sec	3.6/2.8 sec
Clam –		
Open time	NA	1.3 sec
Close time	NA	1.1 sec

NOTE: Loader dimensions taken with 4WD, 19.5L x 24 rear tires..

DIMENSIONS

	2WD w/17.5L x 24 rear tires	4WD w/ 19.5L x 24 rear tires
M. Overall transport length –		
Long Lip bucket w/Quick Coupler	23 ft 5 in (7.14 m)	23 ft 3.6 in (7.10 m)
4in1° bucket w/Quick Coupler	23 ft 2.5 in (7.07 m)	23 ft 1.3 in (7.04 m)
Long Lip bucket w/Straight Links	23 ft 5.7 in (7.15 m)	23 ft 4.3 in (7.12 m)
4in1° bucket w/Straight Links	23 ft 3.1 in (7.09 m)	23 ft 1.9 in (7.06 m)
Overall transport width	7 ft 1.5 in (2.17 m)	7 ft 1.5 in (2.17 m)
Height –		
To top of canopy	8 ft 8.1 in (2.64 m)	8 ft 8.8 in (2.66 m)
To top of cab	8 ft 9.4 in (2.68 m)	8 ft 11 in (2.72 m)
To top of exhaust stack	8 ft 5.4 in (2.58 m)	8 ft 6.9 in (2.62 m)
N. Transport	10 ft 9.9 in (3.29 m)	11 ft 0.5 in (3.37 m)
Ground clearance at backhoe frame	12 in (304 mm)	15 in (381 mm)
Angle of departure	15.3°	19°
Front wheel tread		
11L x 16	67.5 in (1.72 m)	
12 x 16.5	67.7 in (1.72 m)	
19.5 x 24	61.2 in (1.55 m)	
17.5L x 24	63.1 in (1.60 m)	
Width across tires		
11L x 16	79.3 in (2.02 m)	
12 x 16.5	81.1 in (2.06 m)	
19.5 x 24	81.4 in (2.07 m)	
17.5L x 24	81.7 in (2.07 m)	
	2WD	4WD
O. Wheelbase		
19.5L x 24	84 in (2.13 m)	84.5 in (2.15 m)
17.5L x 24	84 in (2.13 m)	84.5 in (2.15 m)

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke	Closed Length
Loader				
Lift (2)	3.25 in (82.6 mm)	1.75 in (44.5 mm)	28.86 in (733 mm)	42.95 in (1062 mm)
Bucket (2)	3.0 in (76.2 mm)	1.5 in (38.1 mm)	20.33 in (516.5 mm)	29.9 in (759.5 mm)
4 IN 1° clam (2)	3.0 in (76.2 mm)	1.75 in (44.5 mm)	9.08 in (230.6 mm)	19.62 in (498.3 mm)
Backhoe				
Boom	5.0 in (127 mm)	2.5 in (63.5 mm)	38.25 in (971.6 mm)	52.82 in (1341.6 mm)
Dipperstick	4.75 in (120.7 mm)	2.5 in (63.5 mm)	25.14 in (628.5 mm)	39.65 in (1007 mm)
Bucket	3.5 in (88.9 mm)	2.5 in (63.5 mm)	35.35 in (897.9 mm)	48.17 in (1223.6 mm)
Extendahoe®	3.0 in (76.2 mm)	1.75 in (44.5 mm)	42.05 in (1068 mm)	56.22 in (1428 mm)
Swing (2)	4.0 in (101.6 mm)	2.0 in (50.8 mm)	11.5 in (292 mm)	24.44 in (620.8 mm)
Stabilizer (2)	4.5 in (114.3 mm)	2.25 in (57.2 mm)	21.437 in (542.9 mm)	33.87 in (860.2 mm)

AXLE RATINGS

	Front - 2WD	Rear	Front - 4WD
Maximum static	70,821 lb (32 124 kg)	90,145 lb (40 889 kg)	64,613 lb (29 308 kg)
Dynamic operating	44,261 lb (20 076 kg)	56,200 lb (25 492 kg)	39,328 lb (17 839 kg)
Static operating	17,704 lb (8030 kg)	22,480 lb (10 197 kg)	15,732 lb (7136 kg)

BACKHOE LIFT CAPACITIES

Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

Boom Lift	Standard Backhoe		Extendahoe®			
	Standard Lift Capacity – lb (kg)	Power Lift Lift Capacity – lb (kg)	Retracted		Extended	
			Standard Lift Capacity – lb (kg)	Power Lift Lift Capacity – lb (kg)	Standard Lift Capacity – lb (kg)	Power Lift Lift Capacity – lb (kg)
+16 ft (4.87 m)	–	–	–	–	2,115 (959)	2,298 (1043)
+14 ft (4.27 m)	3,039 (1378)	3,285 (1490)	2,837 (1287)	3,083 (1398)	2,395 (1086)	2,603 (1181)
+12 ft (3.66 m)	3,413 (1548)	3,691 (1674)	3,201 (1452)	3,479 (1578)	2,536 (1151)	2,757 (1250)
+10 ft (3.05 m)	3,499 (1587)	3,784 (1716)	3,281 (1488)	3,566 (1618)	2,593 (1176)	2,818 (1278)
+8 ft (2.44 m)	3,485 (1581)	3,768 (1709)	3,263 (1480)	3,546 (1608)	2,564 (1163)	2,786 (1264)
+6 ft (1.83 m)	3,438 (1559)	3,717 (1686)	3,213 (1457)	3,492 (1584)	2,549 (1156)	2,770 (1257)
+4 ft (1.22 m)	3,374 (1530)	3,648 (1655)	3,146 (1427)	3,420 (1551)	2,521 (1144)	2,741 (1243)
+2 ft (0.61 m)	3,307 (1500)	3,575 (1622)	3,077 (1396)	3,345 (1517)	2,489 (1129)	2,706 (1227)
Ground Level	3,251 (1475)	3,513 (1594)	3,018 (1369)	3,280 (1488)	2,489 (1129)	2,706 (1227)
-2 ft (0.61 m)	3,201 (1452)	3,459 (1569)	2,965 (1345)	3,223 (1462)	2,466 (1118)	2,680 (1215)
-4 ft (1.22 m)	3,175 (1440)	3,430 (1556)	2,935 (1331)	3,190 (1447)	2,446 (1109)	2,659 (1206)
-6 ft 1.83 m)	3,182 (1443)	3,437 (1559)	2,938 (1333)	3,193 (1448)	2,443 (1108)	2,656 (1205)
-8 ft (2.44 m)	3,258 (1478)	3,520 (1597)	3,007 (1364)	3,269 (1483)	2,465 (1118)	2,679 (1215)
-10 ft (3.05 m)	3,441 (1561)	3,717 (1686)	3,175 (1440)	3,451 (1565)	2,530 (1148)	2,750 (1248)
-12 ft (3.66 m)	–	–	–	–	2,707 (1228)	2,943 (1335)
-14 ft (4.27 m)	–	–	–	–	3,239 (1469)	3,521 (1597)
Dipper Lift						
+14 ft (4.27 m)	–	–	–	–	4,281 (1942)	4,281 (1942)
+12 ft (3.66 m)	5,822 (2641)	5,822 (2641)	5,618 (2548)	5,618 (2548)	4,046 (1835)	4,046 (1835)
+10 ft (3.05 m)	5,600 (2540)	5,600 (2540)	5,399 (2449)	5,399 (2449)	3,984 (1807)	3,984 (1807)
+8 ft (2.44 m)	5,562 (2523)	5,562 (2523)	5,360 (2431)	5,360 (2431)	3,913 (1775)	3,913 (1775)
+6 ft (1.83 m)	6,236 (2829)	6,236 (2829)	6,030 (2735)	6,030 (2735)	4,166 (1889)	4,166 (1889)
+4 ft (1.22 m)	7,424 (3368)	7,424 (3368)	7,203 (3267)	7,203 (3267)	4,102 (1861)	4,102 (1861)
+2 ft (0.61 m)	–	–	–	–	4,850 (2200)	4,850 (2200)

BACKHOE OPERATIONAL DATA

	Standard Backhoe		Extendahoe®	
	Retracted	Extended	Retracted	Extended
Digging depth –				
Maximum	14 ft 5.6 in (4.41 m)	17 ft 11.2 in (5.47 m)	14 ft 5.6 in (4.41 m)	17 ft 11.2 in (5.47 m)
Maximum w/hi-capacity bucket	14 ft 11.9 in (4.51 m)	18 ft 5.5 in (5.63 m)	14 ft 11.9 in (4.51 m)	18 ft 5.5 in (5.63 m)
2 ft (610 mm) flat bottom	14 ft 4.1 in (4.37 m)	17 ft 9.8 in (5.43 m)	14 ft 4.1 in (4.37 m)	17 ft 9.8 in (5.43 m)
8 ft (2.44 m) flat bottom	13 ft 4 in (4.06 m)	17 ft 0.5 in (5.19 m)	13 ft 4 in (4.06 m)	17 ft 0.5 in (5.19 m)
Overall reach from –				
Rear axle centerline	21 ft 10.3 in (6.66 m)	25 ft 2.9 in (7.69 m)	21 ft 10.3 in (6.66 m)	25 ft 2.9 in (7.69 m)
Swing pivot	18 ft 2.4 in (5.55 m)	21 ft 7 in (6.58 m)	18 ft 2.4 in (5.55 m)	21 ft 7 in (6.58 m)
Loading height	12 ft 0.5 in (3.67 m)	14 ft 4.5 in (4.38 m)	12 ft 0.5 in (3.67 m)	14 ft 4.5 in (4.38 m)
Loading reach	4 ft 7.4 in (1.41 m)	7 ft 2.7 in (2.20 m)	4 ft 7.4 in (1.41 m)	7 ft 2.7 in (2.20 m)
Swing arc	180°	180°	180°	180°
Bucket rotation –				
Straight Links	175.6°	175.6°	175.6°	175.6°
Mechanical Coupler	198°	198°	198°	198°
Hyd. Coupler - Extendahoe dipper	194.8°	194.8°	194.8°	194.8°
Hyd. Couple - Standard dipper	180°	180°	180°	180°
Stabilizer spread – operating				
Flip pad	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)
Cast pad	9 ft 7.2 in (2.93 m)	9 ft 7.2 in (2.93 m)	9 ft 7.2 in (2.93 m)	9 ft 7.2 in (2.93 m)
Digging force –				
Bucket cylinder – SAE rated 3,460 psi	13,576 lbf (60 388 N)	13,576 lbf (60 388 N)	13,576 lbf (60 388 N)	13,576 lbf (60 388 N)
Bucket cylinder – Power Lift	14,223 lbf (63 267 N)	14,223 lbf (63 267 N)	14,223 lbf (63 267 N)	14,223 lbf (63 267 N)
Dipper cylinder – SAE rated 3,460 psi	8,657 lbf (38 508 N)	8,657 lbf (38 508 N)	8,657 lbf (38 508 N)	6,305 lbf (28 045 N)
Dipper cylinder – Power Lift	9,070 lbf (40 345 N)	9,070 lbf (40 345 N)	9,070 lbf (40 345 N)	N/A
Leveling angle				
Flip pad	11.8°	11.8°	11.8°	11.8°
Cast pad	12.8°	12.8°	12.8°	12.8°

NOTE: Lift capacities apply straight to the rear of prime mover. 4WD with 19.5L x 24 tires equipped with 24 in (610 mm) Heavy-duty bucket and Case coupler except as noted.

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

See page 2

ENGINE

Case 445TA/E3 non-EGR turbocharged diesel
Emissions compliant
Full flow engine oil filter
Air cleaner - replaceable dry type with radial seal
Aspirated air cleaner
Muffler, non spark arresting
Fuel filter w/water trap
Self-adjusting belt tensioner
Balanced engine
High Pressure Common Rail computer controlled injection with diagnostic features
Electronic throttles (foot and rotary hand)
Antifreeze to -34°F (-37°C)
Radiator with de-aeration bottle

LOADER

See page 2

BACKHOE

See page 2

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

Ride Control
Comfort Steering with momentary latching switch, two speed steering pump and 3rd/4th gear cutout.
ROPS/FOPS certified protective cab w/rear wipers and floor mat
Cab Convenience Package containing:
Pull-down sunvisor
Window washer, front and rear
Left-hand storage tray
Deluxe interior package
Tilt steering column
Sound Reduction Package for cab models - levels reduced to 72 dB (A)
Right-hand threshold storage box
Viscous Fan
Air-conditioning for cab models
Mechanical suspension seat with flip-up arm rests, 180° swivel, cloth or vinyl, adjustable seat and weight, backrest angle, lumbar and cushion angle
Air Ride suspension seat with flip-up arm rests, 180° swivel
Electric height adjustment, adjustable back rest and lumbar support - cab units cloth, canopy units vinyl
Pull-down sunvisor for canopy models
Radio, AM/FM Stereo/WB, MP3 aux input (cab models)

POWERTRAIN

Standard Powershuttle, 4F-4R Power Shuttle Synchronesh transmission
Front Axle
2WD heavy-duty front axle w/ 11L x 16 tires
4WD heavy-duty mechanically driven front axle w/ 12 x 16.5 tires and drive shaft guard
Rear Axle
2/4WD heavy-duty outboard planetary drive w/ 17.5L x 24, 10PR (R4) tires
11.8 in (300 mm) torque converter
On-the-Go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, push button
Park Brake, spring applied, hydraulic release (SAHR)

HYDRAULICS

Variable Displacement Axial Piston Pump:
Maximum Loader Capacity:
40 GPM @ 2340 psi (151.4 lpm @ 161 bar)
Loader Torque Regulation:
27.4 GPM @ 3450 psi (103.4 lpm @ 238 bar)
Maximum Backhoe Capacity:
40 GPM @ 3100 psi (151.4 lpm @ 214 bar)

OPERATOR'S COMPARTMENT (continued)

3 in (75 mm) seat belt for mechanical and air suspension seat

ENGINE

Cold Weather Starting Aid - grid heater w/ dual 12 volt batteries

LOADER

Auxiliary hydraulics for loader-mounted equipment with thumb-operated proportional control
Hydraulic front quick coupler
Bolt-on cutting edges
Loader linkage w/o loader bucket
Tool portfolio of additional attachments
Buckets (see page 2)

BACKHOE

Auxiliary hydraulics with flow from 0 to 36 gal/min (0 to 136 L/min)
Extendahoe®
Power Lift
Two-lever control (backhoe or Extendahoe)
Pilot operated control system
Fingertip proportional electrohydraulic stabilizer controls
Thumb-operated proportional electrohydraulic Extendahoe® control
Thumb-operated horn button
Thumb-operated auxiliary hydraulic control
Infinitely adjustable towers
In-cab switchable "excavator to backhoe" control pattern change

HYDRAULICS (continued)

Backhoe Torque Regulation:
35 GPM @ 3450 psi (132 lpm @ 238 bar)
Heavy-duty oil cooler
7 micron, spin-on oil filter

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/rear tie downs
Reflective logos
Lights - Cab and Canopy
(2) Rear tail/stop
(2) Front flashers/turn
(2) Rear flashers/turn
Cab only
2 front driving lights (55 w)
2 front, 2 side (left & right) & 4 rear adjustable halogen work lights (55 w)
Canopy only
2 front driving lights (55 w)
2 side (left & right) & 2 rear adjustable halogen work lights (55 w)

BACKHOE (continued)

Flip over stabilizer pads
Cemetery Pads
Hydraulic bucket quick coupler
Bucket retrofit kit
Buckets (see page 2)

POWERTRAIN

Powershift S-Type transmission, 4F-3R electronic transmission controller and kick down in loader control lever (2WD or 4WD)
Powershift H-Type transmission, 4F-3R hydraulic clutch shifting with auto function
Rear axle heavy-duty outboard planetary drive w/ 19.5L x 24 tires either 2WD or 4WD

HYDRAULICS

Auxiliary backhoe uni-directional hydraulics
Auxiliary backhoe bi-directional hydraulics
Hand lever operated for manual controls
Button operated for pilot controls

OTHER

11 x 16 or 12 x 16.5 front tires
17.5L x 24 or 19.5L x 24 rear tires
Front counterweights - 700 and 1,100 lb (318 and 500 kg)



NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Equipment Inc. does not warrant the safety or reliability of attachments from other manufacturers.

Case is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.



**WARRANTY AND LIMITATION OF LIABILITY AGREEMENT
CONSTRUCTION EQUIPMENT**

**CNH America LLC and
CNH Canada, Ltd.**

The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on the reverse side of this document.

New Limited Warranty

The warranty described here is from CNH America LLC and in Canada, CNH Canada Ltd., both of which are referred to in this brochure as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the US or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a initial retail purchaser. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS Case Engines	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS Case Engines Cummins Engine (1650K / 1850K) ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
LOADER BACKHOES - L and M SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles Backhoe Main Boom, Standard Dipper Arm, Inner Dipper of the Extendahoe, and Swing Tower Castings	12 Months / Unlimited Hours 24 Months / 2000 Hours 60 Months / Unlimited Hours
LOADER BACKHOES - N SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
TRACTOR LOADERS / FROKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
WHEEL LOADERS Case Engines Cummins Engine in 921 and 1221 Wheel Loader ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACT WHEEL LOADERS Deutz Engines ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
ARTICULATED TRUCKS Case Engine Cummins Engine ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM Cummins or Deutz Engines ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
MOTOR GRADERS Cummins Engine ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
EXCAVATORS² Case or Isuzu Engine	12 Months / 1800 Hours 24 Months / 2000 Hours
COMPACT EXCAVATORS Yanmar Engines	12 Months / 1000 Hours 12 Months / 1000 Hours
TELESCOPIC HANDLERS	12 Months / Unlimited Hours

MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

This Plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule", including any resulting damage to a "covered component". "Covered components" vary by Plan Option and are limited to those under the purchased Plan Option. See the Terms and Conditions document for complete Plan details.

POWERTRAIN PLAN OPTION	
<p>ENGINE and all internal lubricated components within</p> <p>Accessory Gears Camshaft Camshaft Bearings Camshaft Drive Gear Connecting Rods & Bearings Crankshaft Bearings & Gear Crankshaft Including Front And Rear Crankshaft Seals Cylinder Heads/ Head Gaskets Cylinder Liners Engine Block Engine Oil Cooler Engine Speed Controls, Linkages, and Cables Flywheel, Ring Gear Front And Rear Engine Covers And Seals Front Damper Oil Pan And Gasket Oil Pump Pistons & Rings Pressure/Temperature Sensors & Sending Units Rocker Arm Assembly Thermostats Timing Gears Valve Cover And Gasket Water Pumps</p> <p>Engine Components Covered after Emission Warranty</p> <p>Charge Air Cooler Electronic Engine Control Module EGR System Manifold Injection Pump Injectors Intake and Exhaust Manifold And Gaskets Turbocharger And Gasket</p> <p>COMPACTION/PAVING EQUIPMENT</p> <p>Eccentric Mechanism & Bearings Drum Seals Propulsion System Hydraulic Components Pump Drive Reduction Unit Splitter Box Torque Hubs Vibration System Hydraulic Components</p>	<p>TRANSMISSIONS/AXLES/HYDROSTATICS</p> <p>Axle Housing Axle Shaft Clutch Discs (Wet Only) Clutch Plates (Wet Only) Counter Shaft Clutch Differential Housing Differential Pinion Gear / Ring Gear Drive Axle Hub Drive Shaft with Universal Joints Drive Shaft Support Bearing Electronic Transmission Controller and Valve Enclosed Oil Immersed Chains and Sprockets Final Drive Pinion Final Drive Planetary Gears Front Wheel Drive Sensors Hydraulic Drive / Travel Motor Hydraulic Drive Pump Hydraulic Transmission-Control Valve Hydrostatic/Hydraulic Pump Drives Hydrostatic Motor Hydrostatic Transmission Charge Pump Hydrostatic Transmission Pump Internal Lubricated Clutch Housings Internal Transmission Control Linkage Internal Wet Service Brakes MFWD Axle/Differential Assembly including Driveshaft and U Joint Planetary Gear Carrier IPTO Clutch Housing (Scraper Tractors Only) Rotary Hydraulic Manifold Splitter Drive/Drop Box Swing Motor And Swing Gear Box Turntable Bearing Torque Converter Torque Converter Pump Transfer Drive Transmission Case Transmission Gears, Bearings, & Shafts Transmission Pump Travel Control Valve Travel & Swing Sections (only) Of Main Control Valve Wet Steering Clutches</p>
POWERTRAIN EXCLUSIONS	
<i>Engine/Transmission Mounts, Hoses And Fittings, Filters, Belts, Pulleys, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Adjustments, Dry Clutches, Batteries, Electrical Components Not Listed Above, Pipes, And Gauges*</i>	

Revised 2.1.2011

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MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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POWERTRAIN PLUS HYDRAULIC PLAN OPTION	
All components listed under the Powertrain Plan Option, plus:	
Accumulator And Related Relief Valve Brake Accumulator Brake Pressure Sensor Brake Pump, Brake Valve Differential Lock Valve Fan Pumps And Motors Hydraulic Cylinders Hydraulic Hoses and Piping	Hydraulic Motors Hydraulic Oil Coolers Hydraulic Pumps Hydraulic Reservoir Hydraulic Valves Pilot Control Pressure Reducing Valves Unloading Valves
POWERTRAIN PLUS HYDRAULIC EXCLUSIONS	
<i>All Powertrain Exclusions, (except Hydraulic Hoses and Fittings), plus Air and Water Hoses (Including Fittings), External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Oil, Filters, Breathers, Hose Chafing, and Adjustments*</i>	
PREMIER PLAN OPTION	
All components listed under the Powertrain and Powertrain + Hydraulics Plan Options, plus:	
ENGINE	TRANSMISSION / AXLES / HYDROSTATICS
Engine Mounts And Supports Filter Mount Fuel Lines Fuel Tank Fuel Transfer Pump & Gasket Oil Filler Tube Oil Lines Pulleys Radiator Water Piping Fan And Fan Drive Air Intake Hose Engine Components Covered after Emission Warranty Catalytic Converter Diesel Particulate Filter Selective Catalytic Reduction System Diesel Exhaust Fluid Tank and Dispensing System Cold Start Enrichment Systems Sensors, Solenoids & Wiring Harnesses used in these systems	Control Rods External Oil Lines Filler Tubes (Transmission) Pneumatic Valves Undercarriage Roller And Idler Seals And Bearings Undercarriage Tensioners UNDERCARRIAGE EXCLUSIONS: <i>.....Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure Due To Wear, Or Breakage Caused By Wear</i>
FACTORY INSTALLED HEAT AND AIR CONDITIONING	ELECTRICAL
Accumulator Clutch Compressor Condenser Dryer Evaporator Expansion Valve Heater Core Hoses Pulley Seals & Gaskets Temperature Control Programmers and Valves	Alternator Gauges Horn Indicators Instruments Electronic Joysticks Electric Motors Sensors Solenoid Valves Starter And Starter Solenoid Switches Traction Control System Voltage Regulator Wiring Harnesses Wiring Harnesses Exclusions <i>.....Rubbing, Chafing, Loose Or Corroded Connections</i>
	STRUCTURAL
	Backhoe Booms Backhoe/Excavator Dipper Sticks Excavator Booms Wheel Loader/Skid steer Loader Arms
PREMIER EXCLUSIONS	
<i>Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings And External Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, and Adjustments*</i>	

Revised 2.1.2011

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MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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STRUCTURAL PLAN OPTION

This is a stand-alone plan option and must be purchased separately

Backhoe Booms
C Frame
Car Body
Chassis
Circle Frame
Dipper Stick
Engine Frame
Equipment Frame

Excavator Booms
Forklift Masts
Loader Arms
Main Frame
Moldboard Lift Arm
Rollover Protection Structure (Ropes)
Swing Frame
Track Frame

STRUCTURAL EXCLUSIONS

*Pivot Pins, Forks, Carriages, Swingpost, Pivot Pin Bushings, Loader/Backhoe Links, 3-Point Hitch Linkage, Extending Dipper Wear Strips, Deterioration Due To Use Of Non Factory Approved Attachments, Front Shovels/Buckets, Backhoe Buckets, Including Teeth/Side-Cutters, Wear Pads, Hose Routing Guides.**

BACKHOE STRUCTURAL PLAN OPTION

This is a stand-alone plan option and must be purchased separately

Backhoe Main Boom
Standard Dipper Arms
Inner and Outer Dipper Arms of the Extendable Boom
Swing Tower Castings

Revised 2.1.2011

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PURCHASED PROTECTION PLAN TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Purchased Protection Plan. You are encouraged to familiarize yourself with its contents.

1. Definitions:
 - a. As used herein, "Plan" means the Purchased Protection Plan, in respect of the Goods, sold by the Provider to the Customer in return for a payment that is non-refundable to the extent permitted by applicable law.
 - b. As used herein, "Provider" means EPG Insurance, Inc.
 - c. As used herein, "Customer" means the purchaser of the Plan or an assignee thereof as expressly permitted hereunder.
 - d. As used herein, "Dealership" means the OEM authorized equipment distributor or OEM authorized repair facility.
 - e. As used herein, "New Goods" means eligible equipment that is within the manufacturer's base warranty period or that is up to 4 months beyond the manufacturer's base warranty period subject to prior approval by the Provider and pre-existing condition limitations, or that has otherwise been approved as such by the Provider.
 - f. As used herein, "Used Goods" means eligible equipment that is beyond the manufacturer's base warranty period.
 - g. As used herein, "Goods" means New Goods and Used Goods.
2. The Plan is a contract between the Provider and the Customer under which the Provider agrees to protect certain specified whole goods purchased by the Customer (the "Goods") according to the terms and conditions set out herein. **THE SCOPE AND EFFECTIVENESS OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.**
3. Protection under the Plan applies, exclusively, to specified New Goods or Used Goods sold and registered by Dealerships in the United States and operated exclusively in the United States, Puerto Rico and Canada.
4. Protection under the Plan is limited to reimbursement of the cost of parts and labor for repairs, approved by the Provider, and made by a service center authorized by the Provider, if a defect in material or workmanship is found in the Goods; provided, however, that such reimbursement does not exceed the allowed claims aggregate. Reimbursement for Goods classified as "Used Goods" at the time they are purchased by the Customer, shall not exceed, in the aggregate for all claims made under the Plan, fifty percent (50%) of the value of the Goods at the time they were purchased by the Customer; no claims aggregate exists for Goods classified as "New Goods" at the time they are purchased by the Customer, unless the Plan specifies otherwise. The Master Parts Schedule attached hereto, and incorporated herein by this reference, lists the only primary failed parts protected under the Plan; the plan excludes protection for any failure to any part caused by or resulting from the failure of a part not listed on the Master Parts Schedule including any resulting damage to a listed part. Labor hours for repairs will be approved as deemed reasonable by the Provider.
5. Defect in material or workmanship means the sudden and unforeseen failure of a covered part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.
6. Protection under the Plan is limited to repairs to the Goods in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in parts listed on the Master Parts Schedule, that occurs (a) during the term of the Plan, (b) after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Goods, and (c) in respect of defects in the Goods arising after such expiration. Pre-existing conditions or failures that occurred prior to the date on which the Purchased Protection Plan (PPP) Protection Period Begins, as referenced on the Cover Page, are not eligible for reimbursement.
7. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be protected exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
8. The Customer shall be solely responsible for payment for travel by personnel of the authorized service center to the Goods to repair them, including, without limitation, payment for the time of such personnel, unless the Plan specifies otherwise.
9. Protection under the Plan applies to the exploratory dismantling of the Goods only (a) in the event of a defect within the scope of such protection, and (b) with the prior authorization of the Customer; provided, however, that the Customer shall be responsible for all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a failure that falls within the scope of protection under the Plan.
10. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's manufacturer.
11. For New Goods, protection under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty, unless otherwise noted on Plan Cover Page, and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of total machine hours specified under the Plan.
12. For Used Goods, protection under the Plan starts on the effective date of the Plan and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of hours specified under the Plan.

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- v. Goods covered by warranties or extended warranties, including, but not limited to; tires, batteries, fuel injection, transmissions, engines and advanced farming systems;
 - vi. travel costs associated with transporting Goods to and from the location of repair without the prior written authorization of the Provider, unless the Plan specifies otherwise;
 - vii. failure arising from the use of attachments not authorized in advance in writing by the Provider;
 - viii. failure arising from the storage or deterioration of, or failure to properly maintain the Goods, or negligence, improper use of the Goods, collision, accident, vandalism, fire, or other peril or casualty, or operation of the Goods beyond their rated capacity or specifications;
 - ix. charges for labor performed other than by a service center authorized in advance in writing by the Provider;
 - x. failure arising from abuse or neglect, including, but not limited to; operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper storage, starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids; or failure arising from non-compliance with instructions provided by the manufacturer to prevent such failure;
 - xi. failure of the Goods, their implements or attachments caused by improper field application, or overloading, beyond the manufacturer's specifications;
 - xii. costs charged for overtime labor costs or out-of-shop expenses;
 - xiii. economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;
 - xiv. the cost of cleaning of Goods, in preparation for servicing;
 - xv. loss or damage of the Goods during shipment;
 - xvi. claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;
 - xvii. the cost of initial setup or installation of any optional equipment or attachments to the Goods;
 - xviii. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
 - xix. the cost of normal maintenance services, including, but not limited to, checks, adjustments, and shimming, engine tune-ups, replacement of fuses, and engine fuel system cleaning, such as replacing fuel filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, and repair of corrosion, decay and deterioration to items such as radiators and coolers;
 - xx. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;
 - xxi. claims in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 75% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
 - xxii. claims in respect of the inspection or reconditioning of the Goods;
 - xxiii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a protected failure;
 - xxiv. the cost of removing optional equipment or attachments that were installed without the prior written permission of the Provider, including, but not limited to, loaders, duals, and tanks;
 - xxv. Goods sold "as is", other than with the written authorization of the Provider at the time of sale;
 - xxvi. lost or stolen equipment;
 - xxvii. costs related to the failure of a part replaced pursuant to an OEM parts warranty;
 - xxviii. original equipment repair of Goods covered by a warranty issued to the retail purchaser, or repair covered by the manufacturer under a field campaign or recall policy;
 - xxix. diagnosis, except according to published OEM labor time schedules or as deemed reasonable by the Provider. The Dealership is responsible for properly diagnosing eligible failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
 - xxx. parts or repairs covered by a warranty supplied by the parts manufacturer;
 - xxxi. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
 - xxxii. ensuing loss arising from a failure, including, without limitation, such loss caused by fire, oil, or water/coolant;
 - xxxiii. severe usage, unless the Plan provides otherwise;
 - xxxiv. severe duty applications, including, without limitation, the use of Goods in demolition, foundry, scrap, waste recycling, landfill, mining, tree mowing, or forestry work or in the warehousing of chemicals, unless the Plan specifies otherwise.
- e. Reimbursement under the Plan shall not extend to failure due to tampering with, adjustments or additions of components to, or replacements for Goods, when such actions could contribute to increasing the published horsepower rating of any engine-powered Goods.
- f. Any part installed on the Goods, if such part is under a manufacturer's whole goods warranty or service parts warranty, shall be deemed to be under whichever of such warranties that terminates last.

24. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

25. Only the Provider has any liability in respect of claims made under the Plan.

26. The Plan does not provide protection in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his or her own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further protection under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for further protection under the Plan: site preparation, excavation, pond-building and forestry applications.

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27. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.
28. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Wisconsin.
29. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
30. If the Provider pays for repairs under this Plan and the Customer is also repaid for the same repairs by someone else, the Customer's payment will become the Provider's property up to the amount that the Provider paid for the repairs.
31. To be eligible for reimbursement, the following procedures must be adhered to:
 - a. The Dealership must open a work order on the date of notification of a problem with the Goods.
 - b. All requests for reimbursement must be submitted to the Provider within 30 consecutive days of from the last day parts related to the eligible failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
 - c. All required information shall be provided on the request for reimbursement form at time of submission.
 - d. All faulty parts from the failure must be retained for inspection by the Provider until final settlement of the claim has been made.
 - e. Faulty parts from the failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the failure and consequential damages shall be provided to the Provider within 30 days of request.
32. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand .
33. Disputed claim settlements must be resolved within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period, the claim settlement will stand.

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State of West Virginia **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:

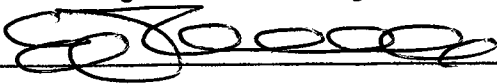
- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, 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: STATE EQUIPMENT, INC.

Signed: 

Date: 6/29/11

Title: GENERAL MANAGER

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

RFQ No. 7011EC21

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: STATE EQUIPMENT, INC.

Authorized Signature: [Signature] Date: 6-29-2011

State of WEST VIRGINIA

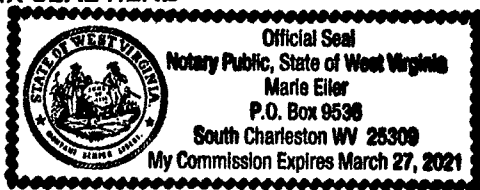
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21st day of June, 2011.

My Commission expires March 27, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Marie Eiler



13. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Plan specifies otherwise. For all new and used equipment one deductible will apply to each reported failure.
14. To be eligible to receive any payment under the Plan, the Customer must have:
 - a. performed all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and must first present to the Provider proof of such maintenance, satisfactory to the Provider,
 - b. operated the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual, and
 - c. promptly reported to the Dealership any problems with respect to the performance of Goods and have the Goods available for repair in a timely manner.
15. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS. CNH AMERICA LLC, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS AND THE PROVIDER, IF A DIFFERENT ENTITY, SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Protection under the Plan may be transferred to a new purchaser (a "New Purchaser") by a Customer at any time during the effective term of the Plan, upon the Provider accepting, from the New Purchaser, a Plan Registration Transfer Form satisfactory to the Provider. To transfer such protection under the Plan from the Customer to the New Purchaser, the Provider must first have received any required application fee as well as such Plan Registration Transfer Form. Such form must include, without limitation, the correct serial number(s) of the relevant Goods.
17. If New Goods, protected under the Plan, are stolen or destroyed within their applicable base warranty period, due to no act, omission, or negligence on the part of the Customer, the Customer may, within six (6) months after such event of theft or destruction, transfer protection under the Plan to goods that are purchased from a Dealership at a price acceptable to the Provider in its sole discretion.
18. No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.
19. A Customer may upgrade the scope of the Plan applicable to such Customer's Goods, by selecting a different Plan option at any time during the manufacturer's base warranty period applicable to such Goods, upon written request to the Provider and payment to the Provider of any additional cost of such different Plan option.
20. The Plan, and all protection thereunder, shall be void if:
 - a. the Goods protected thereby are modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Goods,
 - b. the Goods' hour meter is changed or altered, other than by a Dealership at the direction of the manufacturer of the Goods,
 - c. the Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
 - d. the Goods are used in any application for which they were not designed to be used,
 - e. the Goods are scrapped, salvaged, stolen, junked, or totaled, or
 - f. misrepresentation has occurred on the Purchased Protection Plan Registration as to the application(s) for which the Goods will be used.
21. Any dispute between the Customer and the Provider in respect of a payment due the Customer under the Plan shall be referred exclusively to an arbitrator to be appointed in accordance with the commercial rules of the American Arbitration Association.
22. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.
23. The following limitations and exclusions may not be allowed by some states and shall not apply to the extent not allowed by applicable state law:
 - a. The Plan shall not protect Goods with respect to failure due to operating conditions, accidents, abuse, misuse, neglect, damage, weathering, or failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual. Failure resulting from these factors is not eligible for reimbursement under the Plan.
 - b. The Provider is not responsible for failure resulting from improper repair, or use of parts that are not authorized by the Provider or genuine authorized remanufactured parts.
 - c. Reimbursement under the Plan shall not extend to the replacement of wear items normally replaced during the term of the Plan period, including, but not limited to, lights; flasher switches, ignition points, fuses and belts, brake or clutch linings, knives, bucket cutting edges and teeth, steel or rubber tracks and track components, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools, resistors, disk bands, roller bearings and seals on undercarriage, hydraulic quick couplers and grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or items replaced solely at the Customer's preference.
 - d. Reimbursement under the Plan shall not extend to:
 - i. normal maintenance parts and service, including, but not limited to; replenishment of oils, lubricants, spark plugs, coolants, and filters; provided, however, that lubricants, filters, and coolants may qualify for Plan reimbursement if they require replacement as a direct result of a defect in material or workmanship;
 - ii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
 - iii. customer comfort items including, but not limited to: air and water leaks caused by aged weather stripping, carpets and floor mats, faded paint or rust, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and gas struts, audio equipment, and seats.
 - iv. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;

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