



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

7012EC10

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

*709042046 304-226-3299

LESLIE EQUIPMENT CO
PO BOX 629 P.O. Box 1457

COWEN WV 26206-0629

Elkins, WV 26241

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		
05/02/2012						
BID OPENING DATE: 06/06/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		975-66	\$ 131,555.-	
HYDRAULIC TRACK EXCAVATOR						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH GALVANIZED STEEL GRID DECK WITH ACCESSORIES PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 05/24/2012 AT 10:30 A.M. IN THE CONFERENCE ROOM OF THE PURCHASING DIVISION OFFICES LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. 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.						
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						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

RECEIVED

2012 JUN 12 AM 10:03

WV PURCHASING
DIVISION

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.html 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).



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

7012EC10

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS

304-558-2402

*709042046 304-226-3299

LESLIE EQUIPMENT CO
PO BOX 629

COWEN WV 26206-0629

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

26201

304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/02/2012						
BID OPENING DATE: 06/06/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 PHONE AND FAX NUMBERS.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 05/30/12 AT THE CLOSE OF BUSINESS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		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

RFQ NUMBER

7012EC10

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

V
E
N
D
O
R

*709042046 304-226-3299
LESLIE EQUIPMENT CO
PO BOX 629

COWEN WV 26206-0629

S
H
I
P
T
O

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
05/02/2012				

BID OPENING DATE: 06/06/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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.						
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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
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.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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

RFQ NUMBER

7012EC10

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

*709042046 304-226-3299
LESLIE EQUIPMENT CO
PO BOX 629

COWEN WV 26206-0629

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		
05/02/2012						
BID OPENING DATE: 06/06/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 EXHIBIT 10</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE			DATE	
TITLE		FEIN			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

RFQ NUMBER

7012EC10

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

V
E
N
D
O
R

*709042046 304-226-3299
LESLIE EQUIPMENT CO
PO BOX 629
COWEN WV 26206-0629

S
H
I
P
T
O

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
05/02/2012				

BID OPENING DATE: 06/06/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: 7012EC10...						
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						
.....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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

RFQ NUMBER

7012EC10

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

*709042046 304-226-3299
LESLIE EQUIPMENT CO
PO BOX 629

COWEN WV 26206-0629

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		
05/02/2012						
BID OPENING DATE: 06/06/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPANY<i>Leslie Equipment Co</i>..... DATE <i>6-13-12</i></p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 7012EC10</p> <p>BID OPENING DATE: 06/06/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		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

RFQ NUMBER

7012EC10

PAGE

7

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

*709042046 304-226-3299

LESLIE EQUIPMENT CO
PO BOX 629

COWEN WV 26206-0629

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
05/02/2012				

BID OPENING DATE:

06/06/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-636-3516 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- David Gaasens ----- ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. ***** THIS IS THE END OF RFQ 7012EC10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

HYDRAULIC TRACK EXCAVATOR
SPECIFICATIONS 310-1-E

RFQ 7012EC10

I. PURPOSE AND SCOPE:

The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Hydraulic Track Excavators.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia Division of Highways
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as RFQ 7012EC10.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).

III. GENERAL REQUIREMENTS

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown in Exhibit A.
 - a. Shall be Kobelco SK135SR or equal

IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Desired Item listed above. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Pages.

2. **Pricing Pages:** Vendor should complete the Pricing Pages by completing the Make/Model, quoting the price, and signing that you can comply with **all** mandatory specifications. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

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

Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. The Pricing Pages were created a Microsoft Excel document and Vendor can request an electronic copy for bid purposes on Purchasing's website www.state.wv.us/admin/purchase.

V. ORDERING AND PAYMENT

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

VI. DELIVERY AND RETURN

1. **Delivery Time:** Vendor shall deliver standard orders within 90 working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
 - (a) Cancellation of the Contract, and
 - (b) Obtaining the Desired Item from a third party.

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

3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's¹⁰ location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Road, Buckhannon, West Virginia. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse agency for delivery expenses. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

VII. MISCELLANEOUS

1. **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
5. **Mandatory Requirements:** The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

EXHIBIT A

VIII. SPECIFICATIONS:

Hydraulic Track Excavator to meet or exceed the following specifications:

1. Mandatory Specifications

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ.

Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference.

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 pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

2. Vendor shall deliver standard orders within 90 working days after orders are received.
3. A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.
4. Vendor shall deliver emergency orders within one (1) working day after orders are received.
5. Standard order delivery shall be F.O.B. destination to the Agency's location: West Virginia Division of Highways, Equipment Division, Route 33 and Brushy Fork Road, Buckhannon, West Virginia
6. The unit specified herein and offered to be manufactured after January 1, 2012 and be clearly identified and marked with date of manufacture.
7. 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 must be with pilot unit upon delivery.

There must be 12 service/shop/maintenance manuals; ten for the ten (10) Districts and two (2) for Equipment Division. Also must be 14 parts manuals; ten (10) for the ten (10) districts and four (4) for the Equipment Division. CD ROM is preferred in lieu of parts manuals.

Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

8. 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 operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.

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 pilot.

Seminar to be held at W. Va. Division of Highways, Equipment Division, Buckhannon, WV

9. Preventative 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 Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routing maintenance required, safety precautions, etc.

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

10. Warranty and Service Policy:

The unit must be accompanied upon delivery by the unit's manufacturers executed warranty or service policy.

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

The Warranty and Service Policy Questionnaire must be completed in its entirety and submitted with your bid package.

13 11. 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.

12. Operating weight shall be minimum 28,000 pounds and maximum of 33,000 pounds including fuel, thumb, and bucket attached.

13. Engine shall be 84 horsepower minimum; turbocharged diesel Tier 4

Pressurized liquid cooling system with thermostat, filled with manufacturers approved extended life permanent type anti-freeze that provides freeze protection to at least -30 degrees F.

Air cleaner, double element with auto dust evacuation.

Fuel filtering system shall be manufacturer's heaviest duty available.

Dust proof net for radiator and oil cooler should be provided.

Manufacturer's heaviest duty electrical system shall be provided.

14. Hydraulic System:

Hydraulic system to maintain manufacturers recommended safe oil temperature within recommended operating range during continuous operation under maximum working combinations.

System to have manufacturer's heaviest variable capacity piston type pumps with load sensing for maximum efficiency.

Boom length shall be minimum 15 feet and should be controlled by two (2) hydraulic cylinders.

Arm length shall be minimum 8 feet and should be controlled by one (1) hydraulic cylinder and equipped with multi function hydraulics with piping to the end of arm with foot controls. **And shall include shut off valve at end of piping.**

Unit shall be equipped with a hydraulic thumb minimum of 18 inches x 46 inches.

Tine thickness of thumb to be 1 inch with a pin diameter of approximately 2 inches.

Bucket to be approximately 0.60 cubic yard capacity, shall be with teeth and side cutters and controlled by one (1) hydraulic cylinder.

Drive shall be hydrostatic design with independent track control.

Wet multiple disk brakes that automatically release while propelling and apply when stationary.

Unit swing shall be capable of 360 degrees.

Swing speed should be approximately 10 R.P.M.

Swing brake shall be SAHR for safety.

Unit shall be joystick controlled with a minimum of one (1) additional actuator for auxiliary hydraulics.

15. **Undercarriage:**

Undercarriage frame shall be manufacturers standard for model bid.

Unit shall have sealed type track.

A minimum of one (1) top carrier roller each side for proper track support.

Track guides shall be provided to prevent track misalignment.

Track adjustment shall be of hydraulic design.

Shall have manufacturer's triple grouser shoes.

Track length minimum 11 feet.

Limited tail swing 5.1 feet including manufacturers needed weight(s)

16. **Cab shall be all weather steel isolation mounted.**

Unit will have a deep cushioned fully adjustable seat with padded arm rests.

Cab shall be equipped manufacturers heater and air condition system.

Cold weather starting aid shall be provided.

Cab should be equipped with front windshield wiper and washer, intermittent features.

Manufacturer's vandalism protection package shall be provided. The vandalism protection package shall include locking cab doors, locking compartments for engine and hydraulic components, locking fuel and radiator access and electrical cut-off switch. All locks except master switch shall be keyed alike.

Also to be included:

Interior cab light.

Work lights at boom and cab for sufficient night shift operations,

Tinted safety glass at all locations, and

AM and FM radio with antenna.

17. Paint:

Unit will be painted manufacturers standard color.

Manufacturers standard plant painting procedures for cleaning, degreasing, preparing, priming and painting are sufficient to meet the requirements for painting unit.

18. Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.

19. Advertising: No visible decals or name plates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are accepted.

YEAR/MAKE/MODEL BID: 2012 JA 130G Hydraulic Excavator

LUMP SUM BID, MEETING ALL SPECIFICATIONS ABOVE: \$ 131,555.⁰⁰

I hereby certify that the item being bid meets or exceeds specifications as written and I will comply with them all:

David Gagsend

Leslie Equipment Company

P.O. Box 1547

Elkinsboro, WV 26241

Vendor name and address and representative bidding

David Gagsend

Signature

6-13-12

Date

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: JD 130G Excavator MAKE: John Deere

MODEL: John Deere YEAR: 2012 PURCHASE AMOUNT: 131,555.00

ENGINE: MAKE: John Deere MODEL: PWX 4045H FUEL TYPE: Diesel

HORSEPOWER: 97 CYLINDER: 4 ENGINE SERIAL: Ordered

COOLING SYSTEM CAPACITY: On Demand

BELTS: DESCRIPTION: PART NUMBERS:

GVW: 29,269 AXLE CAPACITY: FRONT: — REAR: —

TIRES: FRONT MAKE & SIZE: 29,269

REAR MAKE & SIZE: —

DIMENSIONS OF UNIT: LENGTH: 25'3" WIDTH: 8'6" LENGTH: —

VENDOR CONTACT PERSON: David Gagsend PHONE: 304-642-9826

PARTS:

BATTERY MAKE: J.D. MODEL: 31 CCA: 950

TOP OR SIDE POST: Top DIMENSIONS: LENGTH 13" WIDTH 7" HEIGHT 8.5"

SPARK PLUGS OR FUEL INJECTORS MAKE: J.D. PART #: SE508671

FUEL PUMP OR INJECTION PUMP MAKE: J.D. MODEL: RE543423

ALTERNATOR MAKE: J.D. PART #: SE502563

STARTER MAKE: Denso PART #: RE549230

TURBO CHARGER MAKE: J.D. PART #: RE550903

TRANS. MAKE: N/A MODEL: N/A AUTO/MANUAL: N/A

HYDRAULIC PUMP MAKE: J.D. MODEL: FYB60000190

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL JD RE539279 ENGINE J.D.

AIR INNER JD AT338909 TRANSMISSION N/A

AIR OUTER JD AT338908 POWER STEERING N/A

FUEL PRIMARY JD RE544391 HYDRAULIC Hitachi

FUEL SECONDARY JD RE544392 DIFFERENTIALS J.D.

COOLANT N/A BRAKE FLUID N/A

HYDRAULIC J.D. 4723167 COOLANT J.D.

OTHER OTHER

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)

See Attached Copy

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.

Rick Chewings (Elkins WV)

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

Elkins, WV, Cowen WV, Fairmont WV, Cross Lanes WV
Beaver 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? ✓ YES NO

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

A. Shop Rate \$ 75.⁰⁰ per mechanic hourB. Travel Time Charge \$ 75.⁰⁰ per mechanic hour
(Specify if one-way) ; port to port C. Mileage Charge \$ 2.50 per vehicle mile
(Specify if one-way) Shop; port to port ShopD. Field Mechanic Rate \$ 85.⁰⁰ per mechanic hourE. Specify period of time that prices are in effect: Thru 12/31/12F. Surcharge for miscellaneous items: 3 % of total labor

COST SHEET

Item Number	Estimated Quantity*	Unit of measure	Description	Unit Price	Extended Amount
1	10	Each	Hydraulic Track Excavator	\$131,555. ⁰⁰	\$ 1,315,550. ⁰⁰
			Total Amount	\$131,555. ⁰⁰	\$ 1,315,550. ⁰⁰

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: Leslie E. Co. Signed: Matt Halpin

Date: 6-11-12 Title: Branch mng

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

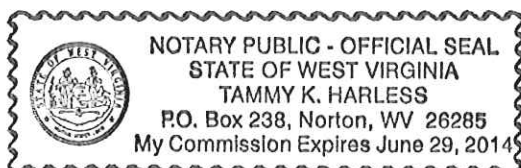
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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 SIGNATUREVendor's Name: Loshe Eq Co.Authorized Signature: [Signature] Date: 6-11-12State of West VirginiaCounty of Randolph, to-wit:Taken, subscribed, and sworn to before me this 11 day of June, 2012My Commission expires 6-29, 2014

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

130G

72 kW (97 hp)



JOHN DEERE



130G

Engine		130G	
		<i>Base engine for use in the U.S., U.S. Territories, and Canada</i>	<i>Optional engine for use outside the U.S. and U.S. Territories</i>
Manufacturer and Model		John Deere PowerTech™ PWX	John Deere 4045H
Non-Road Emissions Standard		EPA Interim Tier 4/EU Stage IIIB	EPA Tier 3/EU Stage IIIA
Net Rated Power (ISO 9249)		72 kW (97 hp) at 2,000 rpm	69 kW (93 hp) at 2,000 rpm
Cylinders		4	4
Displacement		4.5 L (275 cu. in.)	4.5 L (275 cu. in.)
Off-Level Capacity		70% (35 deg.)	70% (35 deg.)
Aspiration		Turbocharged, air-to-air charge-air cooler	Turbocharged, air-to-air charge-air cooler
Cooling		Cool-on-demand hydraulic-driven, suction-type fan with remote-mounted drive	
Powertrain		2-speed propel with automatic shift	
Maximum Travel Speed			
Low		3.3 km/h (2.1 mph)	
High		5.5 km/h (3.4 mph)	
Drawbar Pull		11 217 kg (24,729 lb.)	
Hydraulics			
Open center, load sensing		2 variable-displacement axial-piston pumps	
Main Pumps		105 L/m (28 gpm) x 2	
Pilot Pump		One gear	
Maximum Rated Flow		32.9 L/m (8.7 gpm)	
Pressure Setting		3930 kPa (570 psi)	
System Operating Pressure			
Circuits			
Implement		34 336 kPa (4,980 psi)	
Travel		34 336 kPa (4,980 psi)	
Swing		32 300 kPa (4,685 psi)	
Power Boost		36 300 kPa (5,265 psi)	
Controls		Pilot levers, short stroke, low-effort hydraulic pilot controls with shutoff lever	
Cylinders			
		<i>Bore</i>	<i>Rod Diameter</i>
Boom (2)		105 mm (4.13 in.)	70 mm (2.76 in.)
Arm (1)		115 mm (4.53 in.)	80 mm (3.15 in.)
Bucket (1)		100 mm (3.94 in.)	70 mm (2.76 in.)
			<i>Stroke</i>
Boom (2)			940 mm (37.00 in.)
Arm (1)			1135 mm (44.70 in.)
Bucket (1)			874 mm (34.40 in.)
Electrical			
Number of Batteries (12 volt)		2	
Battery Capacity		1,400 CCA	
Alternator Rating		100 amp	
Work Lights		2 halogen (one mounted on boom, one on frame)	
Undercarriage			
Rollers (each side)			
Carrier		1	
Track		7	
Shoes, Triple Semi-Grousers (each side)		44	
Track			
Adjustment		Hydraulic	
Guides		None	
Chain		Sealed and lubricated	
Ground Pressure			
		<i>Without Blade</i>	<i>With Blade</i>
600-mm (24 in.) Triple Semi-Grouser Shoes		34 kPa (4.99 psi)	37 kPa (5.39 psi)
700-mm (28 in.) Triple Semi-Grouser Shoes		30 kPa (4.34 psi)	32 kPa (4.70 psi)
600-mm (24 in.) Rubber Crawler Pad		34 kPa (4.91 psi)	37 kPa (5.31 psi)

Swing Mechanism	130G
Speed	13.3 rpm
Torque	34 000 Nm (25,000 lb.-ft.)

Serviceability

Refill Capacities

Fuel Tank	280 L (74 gal.)
Cooling System	23.5 L (24.8 qt.)
Engine Oil with Filter	14.5 L (15 qt.)
Hydraulic Tank	69 L (18.2 gal.)
Hydraulic System	185 L (48.9 gal.)
Gearbox	
Swing	3.2 L (3.4 qt.)
Propel (each)	4.0 L (4.2 qt.)

Operating Weights

With full fuel tank; 79-kg (175 lb.) operator; 914-mm (36 in.), 0.50-m³ (0.65 cu. yd.), 414-kg (913 lb.) general-purpose bucket; 3.01-m (9 ft. 11 in.) arm; and 2400-kg (5,291 lb.) counterweight

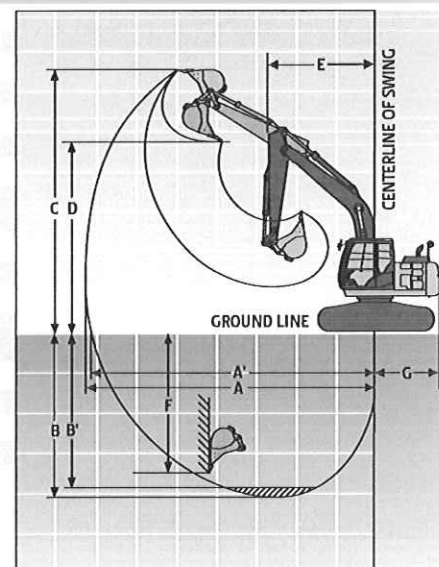
Operating Weights	Without Blade	With Blade
600-mm (24 in.) Triple Semi-Grouser Shoes	13 288 kg (29,269 lb.)	14 365 kg (31,641 lb.)
700-mm (28 in.) Triple Semi-Grouser Shoes	13 388 kg (29,489 lb.)	14 481 kg (31,896 lb.)
600-mm (24 in.) Rubber Crawler Pad	13 088 kg (28,828 lb.)	14 165 kg (31,200 lb.)

Component Weights

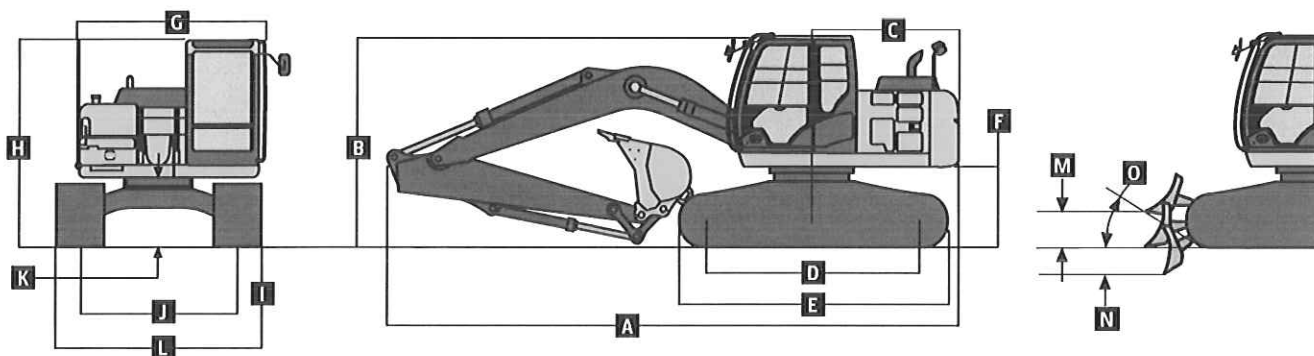
Component Weights	Without Blade	With Blade
Undercarriage		
600-mm (24 in.) Triple Semi-Grouser Shoes	4304 kg (9,480 lb.)	5381 kg (11,852 lb.)
700-mm (28 in.) Triple Semi-Grouser Shoes	4490 kg (9,890 lb.)	5583 kg (12,297 lb.)
600-mm (24 in.) Rubber Crawler Pad	4190 kg (9,229 lb.)	5267 kg (11,601 lb.)
One-Piece Boom (with arm cylinder)	988 kg (2,176 lb.)	
Arm with Bucket Cylinder and Linkage		
2.52 m (8 ft. 3 in.)	431 kg (949 lb.)	
3.01 m (9 ft. 11 in.)	501 kg (1,104 lb.)	
Boom-Lift Cylinders (2), Total Weight	436 kg (960 lb.)	
914-mm (36 in.), 0.50-m ³ (0.65 cu. yd.) Bucket	414 kg (913 lb.)	
Counterweight, Standard	2400 kg (5,291 lb.)	

Operating Dimensions

Arm Length	2.52 m (8 ft. 3 in.)	3.01 m (9 ft. 11 in.)
Arm Digging Force		
SAE	65 kN (14,611 lb.)	59 kN (13,167 lb.)
ISO	67 kN (15,066 lb.)	60 kN (13,521 lb.)
Bucket Digging Force		
SAE	85 kN (19,015 lb.)	85 kN (19,015 lb.)
ISO	96 kN (21,480 lb.)	96 kN (21,480 lb.)
Lifting Capacity Over Front at Ground Level	2654 kg (5,850 lb.)	2631 kg (5,800 lb.)
6.1-m (20 ft. 0 in.) Reach (with power boost)		
A Maximum Reach	8.32 m (27 ft. 4 in.)	8.79 m (28 ft. 10 in.)
A ¹ Maximum Reach at Ground Level	8.20 m (26 ft. 11 in.)	8.67 m (28 ft. 5 in.)
B Maximum Digging Depth	5.57 m (18 ft. 3 in.)	6.06 m (19 ft. 11 in.)
B ¹ Maximum Digging Depth at 2.44-m (8 ft. 0 in.) Flat Bottom	5.35 m (17 ft. 7 in.)	5.88 m (19 ft. 3 in.)
C Maximum Cutting Height	8.60 m (28 ft. 3 in.)	8.93 m (29 ft. 4 in.)
D Maximum Dumping Height	6.19 m (20 ft. 4 in.)	6.52 m (21 ft. 5 in.)
E Minimum Swing Radius	2.40 m (7 ft. 10 in.)	2.62 m (8 ft. 7 in.)
F Maximum Vertical Wall	5.02 m (16 ft. 6 in.)	5.50 m (18 ft. 1 in.)
G Tail-Swing Radius	2.19 m (7 ft. 2 in.)	2.19 m (7 ft. 2 in.)



Machine Dimensions		130G
A Overall Length with Arm	2.52 m (8 ft. 3 in.)	7.70 m (25 ft. 3 in.)
	3.01 m (9 ft. 11 in.)	7.71 m (25 ft. 4 in.)
B Overall Height with Arm	2.52 m (8 ft. 3 in.)	2.87 m (9 ft. 5 in.)
	3.01 m (9 ft. 11 in.)	2.87 m (9 ft. 5 in.)
C Rear-End Length/Swing Radius		2.19 m (7 ft. 2 in.)
D Distance Between Idler/Sprocket Centerline		2.88 m (9 ft. 5 in.)
E Undercarriage Length		3.58 m (11 ft. 9 in.)
F Counterweight Clearance		840 mm (33 in.)
G Upperstructure Width		2.46 m (8 ft. 1 in.)
H Cab Height		2.79 m (9 ft. 2 in.)
I Track Width with Triple Semi-Grouser Shoes		600 mm (24 in.) / 700 mm (28 in.)
J Gauge Width		1.99 m (6 ft. 6 in.)
K Ground Clearance		410 mm (16 in.)
L Overall Width with Triple Semi-Grouser Shoes	600 mm (24 in.)	2.59 m (8 ft. 6 in.)
	700 mm (28 in.)	2.69 m (8 ft. 10 in.)
M Blade Lift Height		523 mm (21 in.)
N Blade Cut Below Grade		488 mm (19 in.)
O Blade Lift Angle		27 deg.
Blade Length		2.51 m (8 ft. 3 in.)
Blade Height		523 mm (21 in.)
Blade Width with Triple Semi-Grouser Shoes	600 mm (24 in.)	2590 mm (8 ft. 6 in.)
	700 mm (28 in.)	2690 mm (8 ft. 10 in.)



Lift Capacities

Boldface type indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 414-kg (913 lb.) bucket, standard counterweight, and standard gauge; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine. All lift capacities are based on ISO 10567 (with power boost).

Load Point Height	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)		7.5 m (25 ft.)	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
Horizontal Distance from Centerline of Rotation										
<i>With 2.52-m (8 ft. 3 in.) arm and 600-mm (24 in.) triple semi-grouser shoes, without blade</i>										
4.5 m (15 ft.)					3250	3250	2950	1950		
					(7,050)	(7,050)	(6,000)	(4,150)		
3.0 m (10 ft.)			5550	5550	4050	3100	2850	1900		
			(11,900)	(11,900)	(8,700)	(6,700)	(6,150)	(4,050)		
1.5 m (5 ft.)			7750	5400	4450	2900	2750	1800		
			(17,700)	(11,700)	(9,550)	(6,200)	(5,950)	(3,850)		
Ground Line			6150	5150	4250	2700	2700	1700		
			(14,350)	(11,000)	(9,150)	(5,850)	(5,750)	(3,700)		
-1.5 m (-5 ft.)	4300	4300	8700	5100	4200	2650	2650	1700		
	(9,650)	(9,650)	(18,650)	(10,950)	(9,000)	(5,700)	(5,700)	(3,650)		
-3.0 m (-10 ft.)	8200	8200	7550	5200	4250	2700				
	(18,550)	(18,550)	(16,250)	(11,150)	(9,100)	(5,800)				

Lift Capacities (continued)

130G

Boldface type indicates hydraulically limited capacity; **lightface type** indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 414-kg (913 lb.) bucket, standard counterweight, and standard gauge; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine. All lift capacities are based on ISO 10567 (with power boost).

Load Point

Height
Horizontal
Distance from
Centerline
of Rotation

1.5 m (5 ft.)

3.0 m (10 ft.)

4.5 m (15 ft.)

6.0 m (20 ft.)

7.5 m (25 ft.)

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

With 2.52-m (8 ft. 3 in.) arm and 600-mm (24 in.) triple semi-grouser shoes, blade on ground

4.5 m (15 ft.)					3250 (7,050)	3250 (7,050)	3000 (6,000)	2150 (4,550)		
3.0 m (10 ft.)			5550 (11,900)	5550 (11,900)	4050 (8,700)	3350 (7,250)	3450 (7,500)	2050 (4,450)		
1.5 m (5 ft.)			7750 (17,700)	5900 (12,700)	5000 (10,850)	3150 (6,750)	3850 (8,300)	2000 (4,250)		
Ground Line			6150 (14,350)	5600 (12,000)	5700 (12,300)	2950 (6,400)	4150 (8,950)	1900 (4,100)		
-1.5 m (-5 ft.)	4300 (9,650)	4300 (9,650)	8850 (19,150)	5550 (11,950)	5750 (12,450)	2900 (6,250)	4050 (8,750)	1850 (4,050)		
-3.0 m (-10 ft.)	8200 (18,550)	8200 (18,550)	7550 (16,250)	5650 (12,150)	5000 (10,700)	2950 (6,350)				

With 2.52-m (8 ft. 3 in.) arm and 700-mm (28 in.) triple semi-grouser shoes, without blade

4.5 m (15 ft.)					3250 (7,050)	3250 (7,050)	3000 (6,000)	2000 (4,250)		
3.0 m (10 ft.)			5550 (11,900)	5550 (11,900)	4050 (8,700)	3150 (6,800)	2900 (6,250)	1900 (4,100)		
1.5 m (5 ft.)			7750 (17,700)	5500 (11,850)	4500 (9,700)	2900 (6,300)	2800 (6,050)	1850 (3,950)		
Ground Line			6150 (14,350)	5200 (11,200)	4350 (9,300)	2750 (5,950)	2750 (5,850)	1750 (3,750)		
-1.5 m (-5 ft.)	4300 (9,650)	4300 (9,650)	8850 (18,900)	5200 (11,100)	4250 (9,150)	2700 (5,800)	2700 (5,800)	1700 (3,700)		
-3.0 m (-10 ft.)	8200 (18,550)	8200 (18,550)	7550 (16,250)	5300 (11,350)	4300 (9,250)	2750 (5,900)				

With 2.52-m (8 ft. 3 in.) arm and 700-mm (28 in.) triple semi-grouser shoes, blade on ground

4.5 m (15 ft.)					3250 (7,050)	3250 (7,050)	3000 (6,000)	2150 (4,650)		
3.0 m (10 ft.)			5550 (11,900)	5550 (11,900)	4050 (8,700)	3400 (7,350)	3450 (7,500)	2100 (4,500)		
1.5 m (5 ft.)			7750 (17,700)	5950 (12,850)	5000 (10,850)	3200 (6,850)	3850 (8,300)	2000 (4,300)		
Ground Line			6150 (14,350)	5650 (12,200)	5700 (12,300)	3000 (6,500)	4150 (8,950)	1950 (4,150)		
-1.5 m (-5 ft.)	4300 (9,650)	4300 (9,650)	8850 (19,150)	5650 (12,100)	5750 (12,450)	2950 (6,350)	4050 (8,750)	1900 (4,100)		
-3.0 m (-10 ft.)	8200 (18,550)	8200 (18,550)	7550 (16,250)	5750 (12,300)	5000 (10,700)	3000 (6,450)				

With 2.52-m (8 ft. 3 in.) arm and 600-mm (24 in.) rubber crawler pads, without blade

4.5 m (15 ft.)					3250 (7,050)	3250 (7,050)	3000 (6,000)	2000 (4,250)		
3.0 m (10 ft.)			5550 (11,900)	5550 (11,900)	4050 (8,700)	3150 (6,800)	2900 (6,250)	1950 (4,150)		
1.5 m (5 ft.)			7750 (17,700)	5500 (11,900)	4550 (9,750)	2900 (6,300)	2800 (6,050)	1850 (3,950)		
Ground Line			6150 (14,350)	5200 (11,200)	4350 (9,350)	2750 (5,950)	2750 (5,900)	1750 (3,750)		
-1.5 m (-5 ft.)	4300 (9,650)	4300 (9,650)	8850 (18,950)	5200 (11,150)	4250 (9,200)	2700 (5,800)	2700 (5,800)	1750 (3,700)		
-3.0 m (-10 ft.)	8200 (18,550)	8200 (18,550)	7550 (16,250)	5300 (11,350)	4300 (9,300)	2750 (5,900)				

With 2.52-m (8 ft. 3 in.) arm and 600-mm (24 in.) rubber crawler pads, blade on ground

4.5 m (15 ft.)					3250 (7,050)	3250 (7,050)	3000 (6,000)	2150 (4,650)		
3.0 m (10 ft.)			5550 (11,900)	5550 (11,900)	4050 (8,700)	3400 (7,350)	3450 (7,500)	2100 (4,500)		
1.5 m (5 ft.)			7750 (17,700)	6000 (12,850)	5000 (10,850)	3200 (6,850)	3850 (8,300)	2000 (4,350)		
Ground Line			6150 (14,350)	5700 (12,200)	5700 (12,300)	3000 (6,500)	4150 (8,950)	1950 (4,150)		
-1.5 m (-5 ft.)	4300 (9,650)	4300 (9,650)	8850 (19,150)	5650 (12,100)	5750 (12,450)	2950 (6,350)	4050 (8,750)	1900 (4,100)		
-3.0 m (-10 ft.)	8200 (18,550)	8200 (18,550)	7550 (16,250)	5750 (12,350)	5000 (10,700)	3000 (6,450)				

Lift Capacities (continued)

130G

Boldface type indicates hydraulically limited capacity; **lightface type** indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 414-kg (913 lb.) bucket, standard counterweight, and standard gauge; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine. All lift capacities are based on ISO 10567 (with power boost).

Load Point

Height	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)		7.5 m (25 ft.)	
Horizontal Distance from Centerline of Rotation	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
<i>With 3.01-m (9 ft. 11 in.) arm and 600-mm (24 in.) triple semi-grouser shoes, without blade</i>										
4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2000 (4,250)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3150 (6,800)	2900 (6,200)	1900 (4,100)		
1.5 m (5 ft.)				5550 (12,000)	4550 (9,650)	2900 (6,250)	3550 (5,950)	1800 (3,850)	2900	1200
Ground Line			6750 (15,750)	5150 (11,000)	4250 (9,150)	2700 (5,800)	2650 (5,750)	1700 (3,650)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (18,450)	5000 (10,750)	4150 (8,900)	2600 (5,600)	2600 (5,600)	1650 (3,550)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5050 (10,900)	4150 (8,950)	2600 (5,600)	2650	1650		
-4.5 m (-15 ft.)			5750 (12,150)	5300 (11,350)	3400	2750				
<i>With 3.01-m (9 ft. 11 in.) arm and 600-mm (24 in.) triple semi-grouser shoes, blade on ground</i>										
4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2150 (4,650)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3400 (7,350)	3100 (6,800)	2100 (4,450)		
1.5 m (5 ft.)			7400 (15,850)	6050 (13,000)	4650 (10,000)	3150 (6,800)	3600 (7,800)	2000 (4,250)	1900	1300
Ground Line			6750 (15,750)	5600 (12,000)	5450 (11,800)	2950 (6,350)	4000 (8,650)	1900 (4,050)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (19,550)	5450 (11,750)	5750 (12,400)	2850 (6,150)	4100 (8,850)	1850 (3,950)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5550 (11,850)	5300 (11,400)	2850 (6,150)	3500	1850		
-4.5 m (-15 ft.)			5750 (12,150)	5750 (12,150)	3400	3000				
<i>With 3.01-m (9 ft. 11 in.) arm and 700-mm (28 in.) triple semi-grouser shoes, without blade</i>										
4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2000 (4,300)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3200 (6,900)	2950 (6,300)	1950 (4,150)		
1.5 m (5 ft.)			7400 (15,850)	5650 (12,150)	4550 (9,800)	2950 (6,350)	2800 (6,050)	1850 (3,900)	1900	1200
Ground Line			6750 (15,750)	5200 (11,200)	4350 (9,300)	2750 (5,900)	2700 (5,800)	1750 (3,700)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (18,700)	5100 (10,950)	4200 (9,050)	2650 (5,700)	2650 (5,700)	1700 (3,600)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5150 (11,050)	4200 (9,100)	2650 (5,700)	2700	1700		
-4.5 m (-15 ft.)			5750 (12,150)	5350 (11,550)	3400	2800				
<i>With 3.01-m (9 ft. 11 in.) arm and 700-mm (28 in.) triple semi-grouser shoes, blade on ground</i>										
4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2200 (4,700)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3450 (7,450)	3100 (6,800)	2100 (4,550)		
1.5 m (5 ft.)			7400 (15,850)	6100 (13,150)	4650 (10,000)	3200 (6,900)	3600 (7,800)	2000 (4,300)	1900	1350
Ground Line			6750 (15,750)	5650 (12,200)	5450 (11,800)	3000 (6,450)	4000 (8,650)	1900 (4,100)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (19,550)	5550 (11,900)	5750 (12,400)	2900 (6,250)	4100 (8,850)	1850 (4,000)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5600 (12,050)	5300 (11,400)	2900 (6,250)	3500	1900		
-4.5 m (-15 ft.)			5750 (12,150)	5750 (12,150)	3400	3050				

Lift Capacities (continued)

130G

Boldface type indicates hydraulically limited capacity; **lightface type** indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 414-kg (913 lb.) bucket, standard counterweight, and standard gauge; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine. All lift capacities are based on ISO 10567 (with power boost).

Load Point

Height

1.5 m (5 ft.)

3.0 m (10 ft.)

4.5 m (15 ft.)

6.0 m (20 ft.)

7.5 m (25 ft.)

Horizontal Distance from Centerline of Rotation

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

Over Front

Over Side

With 3.01-m (9 ft. 11 in.) arm and 600-mm (24 in.) rubber crawler pads, without blade

4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2000 (4,300)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3200 (6,900)	2950 (6,300)	1950 (4,150)		
1.5 m (5 ft.)			7400 (15,850)	5650 (12,200)	4550 (9,800)	2950 (6,350)	2800 (6,050)	1850 (3,900)	1900	1200
Ground Line			6750 (15,750)	5200 (11,200)	4350 (9,300)	2750 (5,900)	2700 (5,850)	1750 (3,700)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (18,750)	5100 (10,950)	4200 (9,050)	2650 (5,700)	2650 (5,700)	1700 (3,600)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5150 (11,050)	4250 (9,100)	2650 (5,700)	2700 (5,700)	1700 (3,600)		
-4.5 m (-15 ft.)			5750 (12,150)	5350 (11,550)	3400	2800				

With 3.01-m (9 ft. 11 in.) arm and 600-mm (24 in.) rubber crawler pads, blade on ground

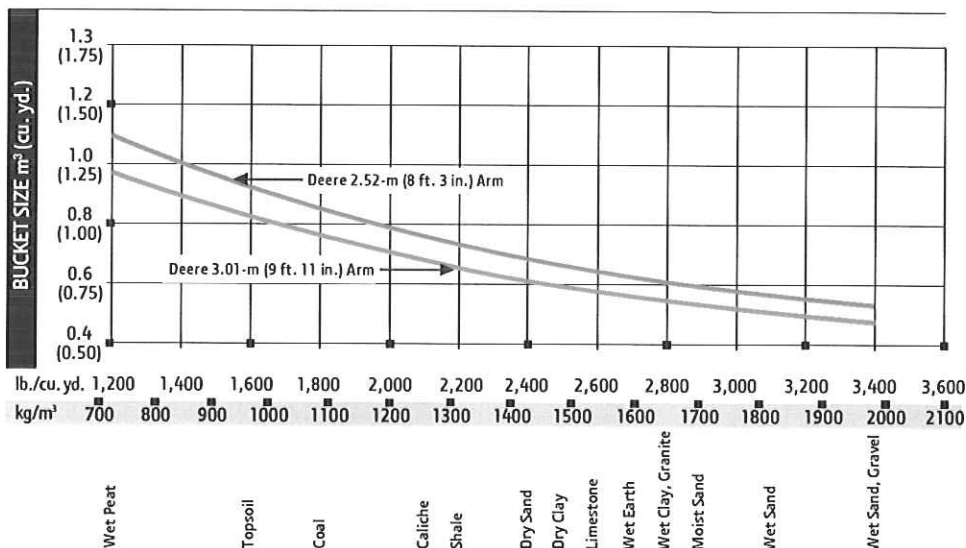
4.5 m (15 ft.)					2750 (6,000)	2750 (6,000)	2800 (6,200)	2200 (4,700)		
3.0 m (10 ft.)			4550 (9,600)	4550 (9,600)	3550 (7,750)	3450 (7,450)	3100 (6,800)	2100 (4,550)		
1.5 m (5 ft.)			7400 (15,850)	6100 (13,150)	4650 (10,000)	3200 (6,900)	3600 (7,800)	2000 (4,300)	1900	1350
Ground Line			6750 (15,750)	5700 (12,200)	5450 (11,800)	3000 (6,450)	4000 (8,650)	1900 (4,100)		
-1.5 m (-5 ft.)	3750 (8,450)	3750 (8,450)	8550 (19,550)	5550 (11,950)	5750 (12,400)	2900 (6,250)	4100 (8,850)	1850 (4,000)		
-3.0 m (-10 ft.)	6800 (15,400)	6800 (15,400)	8100 (17,450)	5600 (12,050)	5300 (11,400)	2900 (6,250)	3500	1900		
-4.5 m (-15 ft.)			5750 (12,150)	5750 (12,150)	3400	3050				

Buckets

A full line of buckets is offered to meet a wide variety of applications. Digging forces are with power boost. Buckets are equipped with John Deere Fanggs™ or ESCO teeth standard. Replaceable cutting edges and a variety of teeth are available through John Deere Parts. Optional side cutters add 150 mm (6 in.) to bucket widths. Capacities are SAE heaped ratings.

Type Bucket	Bucket Width		Bucket Capacity		Bucket Weight		Bucket Dig Force		Arm Dig Force 2.52 m (8 ft. 3 in.)		Arm Dig Force 3.01 m (9 ft. 11 in.)		Bucket Tip Radius		Number of Teeth
	mm	in.	m ³	cu. yd.	kg	lb.	kN	lb.	kN	lb.	kN	lb.	mm	in.	
Heavy Duty Plate Lip	610	24	0.37	0.48	460	1,014	84.6	19,015	65.0	14,611	58.6	13,167	1328	52.27	4
	760	30	0.50	0.65	522	1,150	84.6	19,015	65.0	14,611	58.6	13,167	1328	52.27	4
	915	36	0.62	0.81	589	1,297	84.6	19,015	65.0	14,611	58.6	13,167	1328	52.27	5
	1065	42	0.76	0.99	631	1,390	84.6	19,015	65.0	14,611	58.6	13,167	1328	52.27	5
Ditching	1500	60	0.63	0.83	457	1,007	121.9	27,411	72.7	16,337	64.6	14,529	921	36.25	0

Bucket Selection Guide*



* Contact your John Deere dealer for optimum bucket and attachment selections. These recommendations are for general conditions and average use. Does not include optional equipment such as thumbs or couplers. Larger buckets may be possible when using light materials, for flat and level operations, less compacted materials, and volume loading applications such as mass excavation applications in ideal conditions. Smaller buckets are recommended for adverse conditions such as off-level applications, rocks, and uneven surfaces. Bucket capacity indicated is SAE heaped.

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

130G Engine

- Auto-idle system
- Automatic belt-tension device
- Batteries (2 – 12 volt)
- Coolant recovery tank
- Dual-element dry-type air filter
- Electronic engine control
- Enclosed fan guard (conforms to SAE J1308)
- Engine coolant to –37 deg. C (–34 deg. F)
- Fuel filter with water separator
- Full-flow oil filter
- Turbocharger with charge air cooler
- Cool-on-demand hydraulic-driven fan
- 500-hour engine-oil-change interval
- 70% (35 deg.) off-level capability
- Engine-oil-sampling valve
- Programmable auto shutdown
- ▲ Chrome exhaust stack
- ▲ Severe-duty fuel filter
- ▲ Hydraulic fan reverser
- ▲ Engine coolant heater

Hydraulic System

- Reduced-drift valve for boom down, arm in
- Auxiliary hydraulic valve section
- Spring-applied, hydraulically released automatic swing brake
- Auxiliary hydraulic-flow adjustments through monitor
- Auto power lift
- 5,000-hour hydraulic-oil-change interval
- Hydraulic-oil-sampling valve
- ▲ Auxiliary hydraulic lines
- ▲ Auxiliary pilot and electric controls
- ▲ Hydraulic filter restriction indicator kit
- ▲ Load-lowering control device
- ▲ Single-pedal propel control
- ▲ Control pattern-change valve

Undercarriage

- Planetary drive with axial piston motors
- Propel motor shields
- Spring-applied, hydraulically released automatic propel brake
- Track guides, front idler and center
- 2-speed propel with automatic shift
- Upper carrier rollers (2)
- Sealed and lubricated track chain
- ▲ Triple semi-grouser shoes, 600 mm (24 in.)
- ▲ Triple semi-grouser shoes, 700 mm (28 in.)

130G Undercarriage (continued)

- ▲ Rubber crawler pads, 600 mm (24 in.)
- ▲ Undercarriage with blade
- Upperstructure**
- Right-hand, left-hand, and counterweight mirrors
- Vandal locks with ignition key: Cab door / Service doors / Toolbox
- Debris-screening side panel
- Remote-mounted engine oil and fuel filters

Front Attachments

- Centralized lubrication system
- Dirt seals on all bucket pins
- Less boom and arm
- Oil-impregnated bushings
- Reinforced resin thrust plates
- Tungsten carbide thermal coating on arm-to-bucket joint
- ▲ Arm, 2.52 m (8 ft. 3 in.)
- ▲ Arm, 3.01 m (9 ft. 11 in.)
- ▲ Attachment quick-couplers
- ▲ Boom cylinder with plumbing to mainframe less boom and arm
- ▲ Buckets: Ditching / Heavy duty / Heavy-duty high capacity / Side cutters and teeth
- ▲ Material clamps

Operator's Station

- Meets ISO 12117-2 for ROPS
- Adjustable independent-control positions (levers-to-seat, seat-to-pedals)
- AM/FM radio
- Auto climate control/air conditioner/heater/pressurizer
- Built-in Operator's Manual storage compartment and manual
- Cell-phone power outlet, 12 volt, 60 watt, 5 amp
- Coat hook
- Deluxe suspension cloth seat with 100-mm (4 in.) adjustable armrests
- Floor mat
- Front windshield wiper with intermittent speeds
- Gauges (illuminated): Engine coolant / Fuel
- Horn, electric
- Hour meter, electric
- Hydraulic shutoff lever, all controls
- Hydraulic warm-up control
- Interior light

130G Operator's Station (continued)

- Large cup holder
- Machine Information Center (MIC)
- Mode selectors (illuminated): Power modes (3) / Travel modes (2 with automatic shift) / Work mode (1)
- Multifunction, color LCD monitor with: Diagnostic capability / Multiple-language capabilities / Maintenance tracking / Clock / System monitoring with alarm features: Auto-idle indicator, engine air cleaner restriction indicator light, engine check, engine coolant temperature indicator light with audible alarm, engine oil pressure indicator light with audible alarm, low-alternator-charge indicator light, low-fuel indicator light, fault code alert indicator, fuel-rate display, wiper-mode indicator, work-lights-on indicator, and work-mode indicator
- Motion alarm with cancel switch (conforms to SAE J994)
- Power-boost switch on right console lever
- Auxiliary hydraulic control switches in right console lever
- SAE 2-lever control pattern
- Seat belt, 51 mm (2 in.), retractable
- Tinted glass
- Transparent tinted overhead hatch
- Hot/cold beverage compartment
- ▲ Air-suspension heated seat
- ▲ 24- to 12-volt D.C. radio convertors, 10 amp
- ▲ Hydraulic oil filter restriction indicator light
- ▲ Protection screens for cab front, rear, and side
- ▲ Seat belt, 76 mm (3 in.), non-retractable
- ▲ Window vandal-protection covers

Electrical

- 100-amp alternator
- Blade-type multi-fused circuits
- Positive-terminal battery covers
- JDLink™ wireless communication system (available in specific countries; see your dealer for details)
- ▲ Rearview camera
- ▲ Cab extension wiring harness

Lights

- Work lights: Halogen / One mounted on boom / One mounted on frame
- ▲ 2 lights mounted on cab / One mounted on right side of boom

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan, at test conditions specified per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with 700-mm (28 in.) triple semi-grouser shoes, full fuel tank, 79-kg (175 lb) operator, 914-mm (36 in.), 0.50-m³ (0.65 cu. yd.), 414-kg (913 lb) general-purpose bucket, 3.01-m (9 ft. 11 in.) arm, and 2400-kg (5,291 lb) counterweight.



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F, below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost

due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).

15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John

Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructuralALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**