



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

State of West Virginia
 Request for Quotation
 13 – Equipment

Proc Folder: 88503

Doc Description: CLASS 353 4 WHEEL DRIVE RUBBER TIRED ENDLOADER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-22	2015-05-20 13:30:00	CRFQ 0803 DOT1500000085	1

BID RECEIVING LOCATION

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

VENDOR

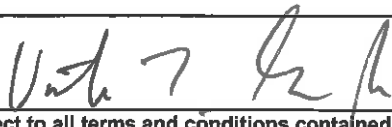
Vendor Name, Address and Telephone Number:

RUDD EQUIPMENT COMPANY
 PO BOX 610
 NITRO, WV 25143

05/20/15 11:40:14
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X  FEIN # 61044-5955 DATE 5/19/15

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CLASS 353 4 WHEEL DRIVE RUBBER TIRED ENDLOADER	10.00000	EA	\$99,844.00	\$99,844.00

Comm Code	Manufacturer	Specification	Model #
22101528	VOLVO	COMPACT WHEEL LOADER	L45GS

Extended Description :

ONE COMPLETE UNIT: 4 WHEEL DRIVE RUBBER TIRED ENDLOADER:

DOT1500000085	Document Phase Final	Document Description CLASS 353 4 WHEEL DRIVE RUBBER TIRED ENDLOADER	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A Pricing Page

Item	Estimated Quantity	Unit Price	Grand Total
Four wheel drive rubber tired endloader	10	\$ 99,844.00	\$ 998,444.00 -

Vendor should also supply the year, make, and model of the following:

4 wheel drive rubber tired endloader

2015 VOLVO L45GS

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

April 30, 2015 at 10:00 AM, EST.

WV Division of Highways
Building 5, Room A609
1900 Washington Street, East
Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 4, 2015

Submit Questions to: Misty DeLong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Misty.M.Delong@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Misty DeLong

SOLICITATION NO.: CRFQ DOT1500000085

BID OPENING DATE: May 20, 0215

BID OPENING TIME: 1:30 PM, EST.

FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ^{na} convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

- BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

May 20, 2015 at 1:30 PM, EST.

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Rudd Equipment Company

(Company)

Victor T. Green Jr. VP

(Authorized Signature) (Representative Name, Title)

(304) 755-7788 (304) 755-7990 5/19/15

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT150000085

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Rudd Equipment Company
Company

Det. J. R. [Signature]
Authorized Signature

5/19/15
Date

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

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for a 4 Wheel Drive, Rubber Tired Endloader.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** means West Virginia Division of Highways.
 - 2.5 **“°”** means degrees.
 - 2.6 **“HP”** means horsepower.
 - 2.7 **“F”** means Fahrenheit.
 - 2.8 **“CCA”** means cold cranking amps.
 - 2.9 **“PSI”** means pounds per square inch.
 - 2.10 **“ROPS”** means rollover protection system.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.1 4 Wheel Drive Rubber Tired Endloader mandatory requirements.

3.1.1.1 The unit specified herein and offered shall be manufactured on or after January 1, 2015 and will be clearly identified and marked with date of manufacture.

3.1.1.2 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 the time of manufacture of the unit, please see Exhibit C.

3.1.1.3 Unit shall be equipped with manufacturers' vandalism package and all machines keyed alike.

3.1.1.4 All daily service shall be done from ground level.

3.1.2 4 Wheel Drive Rubber Tired Endloader Mandatory Specifications

3.1.2.1 Operating weight shall be 17,000 pounds minimum (exclusive of tire ballast).

3.1.2.2 Unit shall have a breakout force of 18,000 pounds minimum.

3.1.2.3 Overall length (bucket lowered) shall be 23 foot maximum.

3.1.2.4 Endloader shall have articulated frame with full hydraulic power steering.

3.1.2.5 Tipping load shall be straight 12,000 pounds minimum.

3.1.2.6 Overall height shall be 10 feet 9 inches to top of cab (maximum).

3.1.2.7 Dumping clearance at maximum height and 45° dump angle shall be 105 inches minimum.

3.1.2.8 Endloader shall be equipped with a quick coupler system for interchangeability of attachments, controlled from operator station.

3.1.3 ENGINE

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.3.1 Engine shall be Tier 4 Interim Compliant.

3.1.3.2 Engine shall be a minimum power rating of 98 HP (Horse Power).

3.1.3.3 Shall have Manufacturers standard governor with key shut off, wire sealed by manufacturer.

3.1.3.4 Engine shall have an engine block water heating element.

3.1.3.5 Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.

3.1.4 ENGINE LUBRICATION

3.1.4.1 Shall have full pressure lubrication with oil filter and oil by-pass system.

3.1.4.2 Shall have engine oil cooler.

3.1.5 COOLING SYSTEM

3.1.5.1 Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons.

3.1.5.2 Cooling system shall be supplied with Dex-cool or equal extended life antifreeze protected to a point of -34 degrees F.

3.1.5.3 Engine coolant filter shall be provided.

3.1.6 AIR INDUCTION SYSTEM

3.1.6.1 Shall have dry type dual element (2 stage) air cleaner with pre-cleaner.

3.1.6.2 Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.

3.1.7 EXHAUST SYSTEM

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.7.1 Complete exhaust system shall be manufacturers standard for unit specified.

3.1.7.2 Exhaust pipe shall be rain proof.

3.1.8 ELECTRICAL SYSTEM

3.1.8.1 Unit's electrical system shall be manufacturer's noise suppression wiring.

3.1.8.2 System shall be 12 volts/24 volts negative ground (manufacturers standard).

3.1.8.3 Shall have manufacturers heavy duty cold cranking amp battery(s), 1000 CCA.

3.1.9 CHARGING SYSTEM

3.1.9.1 Unit shall have 60 amp alternator minimum with internal regulator.

3.1.10 ENGINE FUEL SYSTEM

3.1.10.1 Fuel capacity shall be 12 working hours, minimum.

3.1.10.2 Unit shall be provided with a fuel/water separator.

3.1.10.3 Dual stage fuel filtering shall be provided.

3.1.11 TRANSMISSION

3.1.11.1 Transmission shall be fully hydrostatic with one (1) engine driven pump and two (2) drive motors (hi/low speed) with dynamic braking inching pedals and a control panel for speed control.

3.1.11.2 Transmission shall have high/low forward and reverse.

3.1.11.3 Transmission shall have a neutral start switch for safety purposes.

3.1.12 DIFFERENTIAL

3.1.12.1 Shall have manufacturers front and rear conventional.

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.13 AXLES

3.1.13.1 Front axle shall be fixed.

3.1.13.2 Rear axle shall oscillate 11 degrees minimum.

3.1.14 BRAKES

3.1.14.1 Must have manufacturers' recommended emergency braking system.

3.1.14.2 Emergency brake shall be independent of service brake.

3.1.14.3 Shall have hydraulic actuated powered assisted service brakes.

3.1.14.4 Shall have wet type disk service brakes.

3.1.15 HYDRAULIC SYSTEM

3.1.15.1 Unit shall provide hydraulic lift, lower, dump, roll back and float plus third spool auxiliary valve and cab controller.

3.1.15.2 All hydraulic cylinders shall be double action chrome plated piston type.

3.1.15.3 A sight glass shall be provided for daily checking of hydraulic oil.

3.1.15.4 Hydraulic system relief pressure shall be 3000 PSI minimum.

3.1.15.5 Unit shall be equipped with manufacturer's standard hydraulic filtering system.

3.1.16 TIRES AND WHEELS

3.1.16.1 Wheels shall be manufacturers recommended size for unit bid.

3.1.16.2 Tires shall be grader/loader type front and rear tubeless radials.

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.16.3 Overall tire width (outside left to outside right) shall not exceed 8 feet maximum.

3.1.17 CAB AND RELATED ACCESSORIES

3.1.17.1 Cab shall be OSHA approved ROPS.

3.1.17.2 Cab shall be insulated and pressurized.

3.1.17.3 Cab shall be equipped with heater, defroster and air conditioning installed by manufacturer.

3.1.17.4 Cab shall have front and rear windshield wipers and washers.

3.1.17.5 Cab shall have safety, tinted glass at all locations.

3.1.17.6 Left and right side rear view mirrors and in cab rear view mirror shall be provided.

3.1.17.7 Cab must have at least one (1) entry door, lockable.

3.1.17.8 Unit shall be provided with non-skid steps and hand holds.

3.1.17.9 Seat shall be cloth type with scotchguard (or equivalent) and with adjustable seat belt.

3.1.17.10 Seat shall be equipped with adjustable arm rest.

3.1.17.11 Seat shall provide height and weight adjustments.

3.1.17.12 Unit shall have adjustable tilt and telescoping steering wheel for easier operator control.

3.1.17.13 Front and rear fenders shall be provided on unit.

3.1.17.14 Fire extinguisher shall be provided and mounted in unit. (Successful bidder shall notify WVDOH before mounting).

3.1.17.15 AM/FM radio shall be provided and installed on unit.

3.1.18 LIGHTING SYSTEM

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.18.1 Unit shall have two (2) hi/low halogen beam front lights for tramming and working.

3.1.18.2 Endloader shall have four (4) work lights, two (2) front and two (2) rear mounted in accordance to cab features.

3.1.18.3 Unit shall have flash/turn signals (front/rear) stoplights and taillights.

3.1.18.4 Unit shall be provided with console and dome lighting.

3.1.18.5 Shall have Class 1 LED beacon, amber.

3.1.18.6 Unit shall be equipped with OSHA approved audible reverse alarm.

3.1.18.7 Articulation locking bar and pin shall be provided.

3.1.19 UNIT INSTRUMENTATION

Shall provide the following:

3.1.19.1 Tachometer

3.1.19.2 Speedometer

3.1.19.3 Hour meter shall be operable from engine operation not key switch.

3.1.19.4 Fuel gauge

3.1.19.5 Ammeter/or volt meter

3.1.19.6 Coolant temperature indicator with audible buzzer or visual warning light.

3.1.19.7 Engine oil pressure indicator with audible buzzer or visual warning light.

3.1.19.8 Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator.

3.1.19.9 One (1) complete set of replacement filters shall be provided with each unit upon delivery.

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.19.10 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

3.1.20 BUCKET

3.1.20.1 The general purpose bucket shall be 1.50 cubic yard minimum.

3.1.20.2 Bucket width shall be 96 inches minimum.

3.1.20.3 Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height.

3.1.20.4 Unit shall be equipped with automatic return to work leveler for bucket and attachments.

3.1.20.5 Bucket cutting edge and bottom wear strips shall be replaceable.

3.1.20.6 The cutting edge welded to bucket and a bolt-on replaceable cutting edge shall be mounted under it.

3.1.21 FORKS

3.1.21.1 Forks shall be heavy duty steel construction.

3.1.21.2 Tines/Forks shall be 6 inches wide and 48 inches long minimum.

3.1.21.3 Tines/Forks shall be 2 inches thick minimum at heel and shall be forged solid steel.

3.1.21.4 Tines/Fork shall be mounted on minimum 2.5 inches diameter round bar and adjustable laterally 60 inches maximum.

3.1.21.5 Carriage shall be heavy duty steel construction.

3.1.21.6 Carriage size $\frac{3}{4}$ inches minimum side plate and 60 inches wide minimum.

3.1.22 MATERIAL HANDLING BOOM

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

3.1.22.1 Material handling boom shall be of heavy duty construction type with hook.

3.1.22.2 Shall have boom of three (3) locking sections with a minimum reach of 12 feet.

3.1.23 PAINT

3.1.23.1 The endloader and attachments shall be painted manufacturers standard paint color.

3.1.24 ADVERTISING

3.1.24.1 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 manufacture are also acceptable. No logo will interfere with the Department's striping and logo.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by inserting the year, make, model and inserting the quoted unit price. Vendor should take Estimated Quantity and multiply by unit price to get grand total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov.

5. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days 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 complete pilot model for inspection must be provided within 90 working day (s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday through Friday, excluding Federal and State Holidays.
- 6.2 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 cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. 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.
- 6.4 Representative Unit for Test:** The successful vendor must (if specified) provide the DOH one (1) completed represented 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

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

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.

6.5 Conditions of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced 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.

6.6 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 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.

8.3 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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ron Jacobs
Telephone Number: 304 755 7900
Fax Number: 304 755-7990
Email Address: Rjacobs@ruddequipment.com

8.4 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 the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; 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.

8.5 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 sessions covering the operation, maintenance, trouble-shooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to

REQUEST FOR QUOTATION
Class 353, 4 Wheel Drive Rubber Tired Endloader

furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

- 8.6 Preventative Maintenance & 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 routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.
- 8.7 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.
- 8.8 Unspecified Accessories & Features:** All parts, equipment, accessories, materials, 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.

EXHIBIT B

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	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

SOLICITATION NUMBER: CRFQ DOT1500000085

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 1 - To extend the Technical Questions deadline from 5/4/2015 to 5/11/2015.

No Other Changes Made

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1500000085

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Rudd Equipment Company
Company
Walt Z. Smith
Authorized Signature
5/19/15
Date

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

Revised 6/8/2012

SOLICITATION NUMBER: CRFQ DOT1500000085
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

-] Modify bid opening date and time
-] Modify specifications of product or service being sought
-] Attachment of vendor questions and responses
-] Attachment of pre-bid sign-in sheet
-] Correction of error
-] Other

Description of Modification to Solicitation:

1. Attach Excel version of Pricing Pages.

No Other Changes Made

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1500000085

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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Rudd Equipment Company
Company
V.A. ? [Signature]
Authorized Signature
5/19/15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ DOT150000085

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. Attach and answer technical questions.

No Other Changes Made

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT1500000085

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

The original language in contract will be listed first with question and answer to follow below.

- 1. 3.1.2.2 Unit shall have a breakout force of 18,000 pounds minimum.**

Question # 1: Ours is 17,310 lbs. will you accept?

Question # 2: Ours is 17,730 lbs. will you accept?

Question # 3: Ours is 15,600 lbs. will you accept?

Answer: We will revise this to read: 3.1.2.2 Unit shall have a breakout force of 17,000 pounds minimum.

- 2. 3.1.2.7 Dumping clearance at maximum height and 45° dump angle shall be 105 inches minimum.**

Question: Ours is 42° and 112 inches, will you accept?

Answer: We will revise this to read: 3.1.2.7 Dumping clearance at maximum height and 42° dump angle shall be 112 inches minimum.

- 3. 3.1.3.1 Engine shall be Tier 4 Interim Compliant.**

We need to change this to read: 3.1.3.1 Engine shall be Tier 4 Compliant or Better.

- 4. 3.1.3.3 Shall have manufacturers standard governor with key shut off, wire sealed by manufacturer.**

Question: Ours has push button start, will you accept?

Answer: Yes

- 5. 3.1.13.2 Rear axle shall oscillate 11 degrees minimum.**

Question: Ours is 10° will you accept?

Answer: Revise to read: 3.1.13.2 Rear axle shall oscillate 10 degrees minimum.

6. 3.1.20.2 Bucket width shall be 96 inches minimum.

Question #1: Ours is 94" minimum, will you accept?

Question # 2: We think this should be changed to: Bucket shall match overall width of machine.

Answer: Revise to read: **3.1.20.2 Bucket shall match overall width of machine.**

7. 3.1.20.3 Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height.

Question: Ours dumps at 42 degrees, will you accept?

Answer: Revise to read: **3.1.20.3 Bucket shall roll back 40 degrees at ground level and dump at 42 degrees minimum at full height.**

8. 6. Delivery: 90 working days for pilot and 120 working days for remainder of order.

Question: All vendors would like to see this changed to 120 working days for pilot and 150 working days for remainder of order.

Answer: We will change to 120 working days for pilot and 150 working days for remainder of order.

9. Question: Please allow for either hydrostatic drive with two speed ranges or for power shift transmissions with full automatic and manual shifting and at least 3 forward and 3 reverse ranges. You have dozens of loaders in your fleet equipped with the power shift transmissions with very few problems. This would also allow for additional West Virginia vendors to bid on this project.

Answer: We will not be changing this specification. Please bid as written.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT150000085

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

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

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| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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Rudd Equipment Company
Company
DA 7 Jrh
Authorized Signature
5/19/15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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,

X 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% vendor preference for the reason checked:

X 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% 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% vendor preference for the reason checked:

X 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

___ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Rudd Equipment Company

Signed: [Signature]

Date: 5/19/15

Title: Vice President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RUDD EQUIPMENT COMPANY

Authorized Signature: [Signature] Date: 5/19/15

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 19 day of May, 2015.

My Commission expires Nov 27, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC G Beth Slavens

VOLVO WHEEL LOADERS

L45G, L50G

8.6-9.9 t (19,026-21,804 lbs) • 98-114 hp



A PASSION FOR PERFORMANCE.

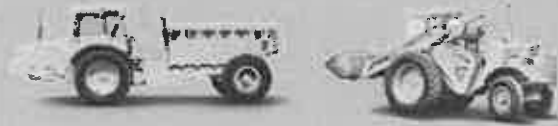
At Volvo Construction Equipment, we're not just coming along for the ride. Developing products and services that raise productivity – we are confident we can lower costs and increase profits for industry experts. Part of the Volvo Group, we are passionate about innovative solutions to help you work smarter – not harder.

Helping you to do more

Doing more with less is a trademark of Volvo Construction Equipment. High productivity has long been married to low energy consumption, ease of use and durability. When it comes to lowering life-cycle costs, Volvo is in a class of its own.

Designed to fit your needs

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology – but it doesn't always have to. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



You learn a lot in 180 years

Over the years, Volvo has advanced solutions that have revolutionized the use of construction equipment. No other name speaks Safety louder than Volvo. Protecting operators, those around them and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

We're on your side

We back the Volvo brand with the best people. Volvo is truly a global enterprise, one that is on standby to support customers quickly and efficiently – wherever they are.

We have a passion for performance.

A strong, dedicated, capable dealer network.

Our dealers are strategically located throughout North America to provide the equipment you need and the parts and service support you demand for a productive and profitable operation.

The strength of our dealer network is enhanced with extensive individualized product and product support training at our state-of-the-art Technical Training Center in Asheville and through hands-on training. At our nearby 80-acre Product Demonstration Center, visitors operate equipment from our entire product line under a variety of simulated working conditions. Both facilities are in year-round use by our dealers and customers – more than 2,000 visit each year. **Building the best starts right here.**

The products designed and manufactured by Volvo Construction Equipment have their beginnings at the most advanced Research & Design centers in the industry. Volvo CE machines are designed in 11 R&D centers and produced in 15 manufacturing facilities across the world.

The major R&D center and manufacturing plant in the Americas is located in Shippensburg, Pennsylvania. This facility has been in operation for over 30 years and – with its recently added 200,000 sq. ft. expansion – now covers 570,000 sq. ft. on an 80-acre campus. Dedicated work teams and highly advanced technologies and techniques using the Volvo Production System ensure continuous quality improvements, labor savings and cost control to reach the high quality that our customers have come to expect from Volvo.





Mack Trucks



Volvo Construction Equipment



Volvo Pleasure



Volvo Trucks



Renault trucks



UD Trucks



Volvo Buses



volvo Financial Services

INTRODUCING THE BEST ALL-ROUNDER.

Volvo proudly introduces the L45G and L50G wheel loaders, built to perform on every site. The compact design enables easy maneuverability into small spaces, while Volvo's innovative TP linkage gives you the benefits of two machines in one. Experience the versatility for yourself.

Load-sensing hydraulics

Load-sensing hydraulics deliver power to hydraulic functions only when it's needed, without unnecessary oil pumping, for lower fuel consumption and more controllability in load handling.



High lifting force

A careful balance between lifting and tractive forces provides highly effective bucket penetration for all types of digging conditions.

Pilot-controlled valves

Smooth and precise pilot-operated hydraulics enable the operator to easily control attachments with minimum effort and high precision in all applications.

Log grapple

Break-out torque in all positions means you can always control the load.

Hi tip

High reach and load stability give you effective load dumping in high trucks.



Aggregate

The high roll back angle in carry position and the high bucket fill ensure a transport without losses over long distances.



Patented TP linkage

Volvo's unique Torque Parallel linkage combines the benefits of Z-Bar and Parallel linkage in one to give you high breakout torque and excellent parallel movement through the entire lifting range.

YOUR CONTROL CENTER.



Industry-leading cab.

Volvo's cab provides the best operator environment. The spacious design has adjustable steering wheel, seat and armrest, easily located controls and excellent all-round visibility.

Step into Volvo's industry-leading cab; your customized control room. Create your perfect working environment by adjusting the seat and steering wheel to fit your needs, then select the easy-to-reach controls. Excellent all-round visibility gives you the best view of your efficient work.

Fitted to your needs

Operate with a joystick or multi-lever hydraulic pilot control, depending on your preference. Both provide steady and precise load control.

Contronic system

Reduce your downtime with Volvo's state-of-the-art Contronic system, which continuously monitors machine performance and communicates diagnostics to the operator via a screen in the cab.

Climate control

Operators remain focused and efficient thanks to Volvo's climate control system. Select optional Automatic Heat Control (AHC) or Air Conditioning (AC) for the perfect cab temperature.



Steering wheel

Steering wheel tilts and can be adjusted to the right height for the perfect operating position

Low sound level

Moulded cab roof and wall keeps noise and vibration to a minimum so operators can work without distraction

Cab access

Large, anti-slip steps and handrails for easy cab entry and exit

LATEST ENGINE TECHNOLOGY.

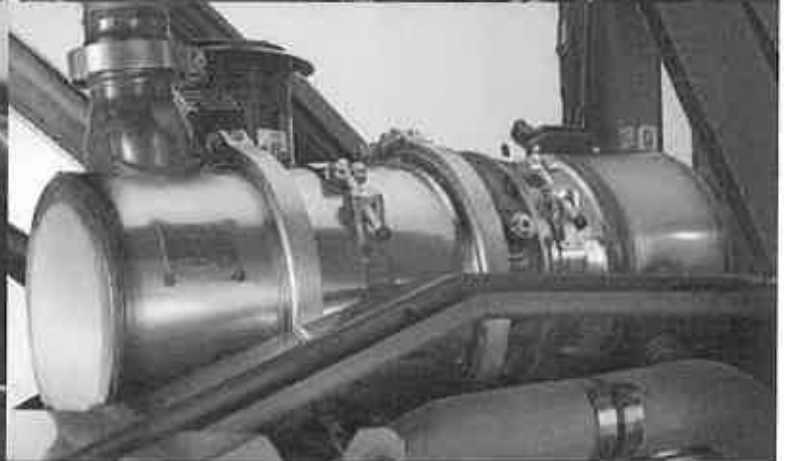
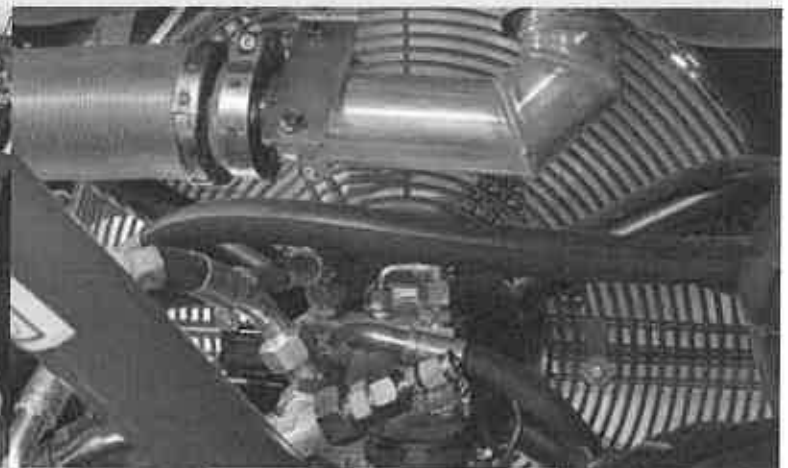
Volvo machines work hard on your job site, not on the environment. Power and efficiency are at the heart of Volvo's engine, which uses the latest technology to meet Tier 4 Interim regulations and reduce emissions as you operate. Environmentally responsible and powerful; that's Volvo.

Tier 4 Interim engine

Volvo's powerful, fuel efficient diesel engine has the latest V-ACT technology to provide high torque at low engine speeds. The engine is specially engineered to meet the latest Tier 4 emissions requirements for environmental responsibility.

Engine cooling fan

Reduce maintenance with the reversible engine cooling fan. The automatic fan blows air back through the cooling pack to remove debris drawn into the radiator and only operates when needed to save fuel.



Reduce emissions on the move

Volvo's regeneration system works to reduce emissions without interrupting operation. Particles collected during filter cleaning are oxidized and transformed into non-toxic CO₂ every 6-10 hours.

Diesel Particulate Filter (DPF)

New to Tier 4, the Diesel Particulate Filter (DPF) traps and temporarily holds exhaust particulates (soot) as the machine operates, which are later incinerated inside the DPF during the regeneration process.

TACKLE EVERY TERRAIN.



Optimized driveline



The engine, transmission and axles are all designed to work in perfect harmony with the hydraulics and steering for superb quality, performance and reliability.

Whether working on rough terrain or smooth concrete, Volvo's L45G and L50G wheel loaders give you top performance. Quality is built into every inch of the machines, from the differential lock that transfers 100% power to all wheels, to the hydrostatic transmission which offers smooth speed increase. Conquer your site with Volvo.

Inch-brake pedal

The inch-brake pedal enables further machine control. Apply light pressure on the pedal to slow down using the transmission, and further pressure to engage the axle brakes to hold the loader while operating on an incline.

Differential lock

The operator can select the differential lock to transfer 100% power to all wheels to reduce tire slippage for maximum traction on soft and slippery ground.



Heavy-duty axles

Heavy-duty axles transfer rimpull to the operation. Axle housings absorb all loads from the machine weight to reduce working stress on the axle shafts for longer service life.

Hydrostatic transmission

The machine is available in two versions of hydrostatic transmission: low and high speed. The fuel efficient hydrostatic transmission offers smooth speed progression for delicate work such as pallet stacking and high power transfer for more demanding conditions.

COMPACT YOUR SERVICE TIME.

Daily service and maintenance checks have never been easier thanks to the new compact design. Lift the engine hood to quickly access key components from the radiator to the hydraulic filters and use Volvo diagnostic tools to alert when service is required. Volvo keeps you working for longer.

Engine air filter

The dual element air filter is located in the engine compartment for full protection of the engine



Analysis software

Maintain machine uptime by using Volvo's diagnostic computer-based analysis software. MATRIS analyses operational data from the machine's electronic control unit (ECU), while VCADS Pro can adjust machine function according to results.

Maintenance-free axle cradle

The rear axle cradle with integrated oscillating bearings are lubricated with the axle oil and protected by proven seals, saving you hours of maintenance time.



Maintain your uptime

Principle service points (radiator, battery, oil, air and hydraulic filters) are easily accessible under the engine hood, for quick completion of maintenance checks so you can spend more time working.

SMALL SIZE: BIG TALENT.

Lifetime Frame & Structure Warranty

Volvo Construction Equipment stands behind the quality and integrity of its compact wheel loaders with a lifetime warranty on the frame, boom and arm.*



Patented TP linkage

Volvo's unique Torque Parallel linkage combines Z-Bar and Parallel linkage in one for high breakout torque and parallel movement through the entire lifting range.

Steering

Load-sensing hydrostatic steering system served from variable displacement pump. Excellent steering performance is maintained even at low engine speed. At the same time fuel consumption is reduced.

Hydraulic attachment bracket

The Volvo hydraulic attachment bracket enables quick attachment changes for more flexibility on site.

Load-sensing hydraulics

Load-sensing hydraulics deliver power to hydraulic functions only when it's needed, lowering fuel consumption.

Volvo attachments

Volvo's range of high quality attachments are perfectly matched to the machine's linkage, hydraulics and driveline to work as one unit and increase productivity.



Optimized driveline

Engine, transmission and axles work in perfect harmony with the hydraulics and steering for superb quality performance and reliability.

* Terms and conditions apply.
Visit www.volvoce.com/frame for full details.



Industry-leading cab

Adjustable steering wheel, seat and armrest, easily located controls and excellent all-round visibility for the perfect operator environment.

Analysis software

Maintain machine uptime by using Volvo's diagnostic computer-based analysis software: MATRIS and VCADS Pro



CareTrack

Volvo's telematics system guides machine owners towards optimized productivity and their next service – remotely.



Maintain your uptime

The transverse mounted engine design provides easy access to all service points under the engine hood, for quick completion of maintenance checks.



Tier 4 Interim engine

Powerful, fuel efficient Volvo engine with V-ACT technology for high torque at low engine speeds. Engineered to meet Tier 4 Interim emissions requirements.

Differential lock

Select the differential lock to transfer 100% power to all wheels and reduce tire slippage for maximum traction on soft and slippery ground.

STRENGTH TO SUPPORT YOU AND YOUR BUSINESS.

The day you receive your new Volvo Wheel Loader is just the start of your working relationship with Volvo. From service and maintenance products to a wide range of options and attachments – Volvo has a comprehensive aftermarket portfolio to continuously add value to your business.

Customer Support Agreements - Gives you peace of mind by reducing total ownership costs, maximizing uptime, and distributing maintenance and major repair costs.



Attachments - Providing customers with a wide variety of attachments keep your machine working and open up new job opportunities.



Volvo designed and built your machines, so no-one knows how to keep them working in top condition more than us. When it comes to your machine, our Volvo trained technicians are the experts.

Our technicians work with industry leading diagnostic tools and techniques, using only Genuine Volvo Parts to deliver the highest levels of quality and service. Talk to your Volvo dealer about how genuine Volvo services can best provide the service and maintenance plan that is the right fit for you and your business.

State-of-the-art machines require state-of-the-art support and your Volvo dealer can provide a catalogue of services designed to get the most out of your machine, helping you maximise uptime, productivity and residual value. Your Volvo dealer can provide a number of sophisticated support offers, including:

Service plans ranging from routine wear inspections, through to comprehensive maintenance and repair agreements.

Analysis and diagnostics to help you understand how your machine is running, highlight potential maintenance issues and identify where performance can be improved.

Eco Operator training courses can help your operators work towards a safer, more productive and fuel efficient performance.



CareTrack

Volvo's state-of-the-art telematics system works with our exclusive machine tracking info system, MATRIS. CareTrack can give you the machine information needed for better planning and smarter working, such as daily usage reports, location reports and service maintenance reminders using guided diagnostics to track and analyze machines remotely. You can save fuel. You can reduce costs. You can maximize profitability. You can with CareTrack.



GET ATTACHED.

Get flexible on site with Volvo attachments. Choose from an extensive range of buckets, pallet forks and grapples, perfectly-matched to the machine's link-arm geometry and breakout force. Volvo's attachment brackets let you quickly interchange between options so you can 'attach and go'.

Standard Volvo Attachment Bracket

Volvo's standard hydraulic attachment bracket, is internationally ISO standardized and allows a quick and safe interchange of attachments for more flexibility on site. The strong, open bracket design enables the operator to clearly see attachment points from the cab.





VOLVO L45G, L50G IN DETAIL

Engine

Engine: Volvo's V-ACT Tier 4i approved, 4 liter, 4-cylinder in-line four stroke diesel engine, turbocharger with waste gate, Common Rail fuel injection, cooled external Exhaust Gas Recirculation (EGR), diesel particulate filter (DPF). The throttle application is transmitted electrically from the throttle pedal or the optional hand throttle.

Air cleaning: Three-stage Cyclone pre-cleaner - primary filter - secondary filter.

Cooling system: Air-to-air cooling pack. Powerful hydraulic fan electronically controlled.

		L45G
Engine		Volvo D4H
Max power at	r/s (r/min)	30 (1,800)
SAE J1995 gross	kW (hp)	75 (101)
ISO 9249, SAE J1349 net	kW (hp)	73 (98)
Max torque at	r/s (r/min)	24.2 (1,450)
SAE J1995 gross	Nm (lbf)	425 (313)
ISO 9249, SAE J1349 net	Nm (lbf)	406 (299)
Economic working range	r/min	1,200 - 1,800
Displacement	l (in ³)	4 (244)

		L50G
Engine		Volvo D4H
Max power at	r/s (r/min)	31.7 (1,900)
SAE J1995 gross	kW (hp)	87 (117)
ISO 9249, SAE J1349 net	kW (hp)	85 (114)
Max torque at	r/s (r/min)	24.2 (1,450)
SAE J1995 gross	Nm (lbf)	490 (361)
ISO 9249, SAE J1349 net	Nm (lbf)	468 (345)
Economic working range	r/min	1,200 - 1,800
Displacement	l (in ³)	4 (244)

Hydraulic system

System supply: One load-sensing axial piston pump with variable displacement. The steering function always has priority.

Valves: Double-acting 3-spool valve (4-spool valve optional). The main valve is controlled by an appropriate pilot valve.

Lift function: The valve has four positions: Lift, hold (neutral), lower and float position. Optional inductive/magnetic automatic boom kick-out can be switched on and off and is adjustable to any position between maximum reach and full lifting height.

Tilt function: The valve has three positions: Rollback, hold (neutral) and dump. Inductive/magnetic automatic tilt can be adjusted to the desired bucket angle (bucket positioner).

Cylinders: Double-acting cylinders for all functions.

Filter: Full-flow filtration through 10 micron (absolute) filter cartridge in a combined suction-return-filter. Integrated valve for thermostatically controlled oil circuit through the oil-cooler.

		L45G, L50G	
Working pressure max	Mpa (psi)	26 (3,370)	
Flow at Engine speed	l (US gal)/min	192 (34.9)	
Pilot working pressure	Mpa (psi)	2.5 (360)	
Cycle times		L45G	L50G
Raise	s	5,3	6,4
Tilt	s	1,1	1,6
Lower, empty	s	3,2	3,9
Total cycle time	s	9,6	11,9

Instrumentation: All important information is centrally located in the operator's field of vision. Display for Contronic monitoring system.

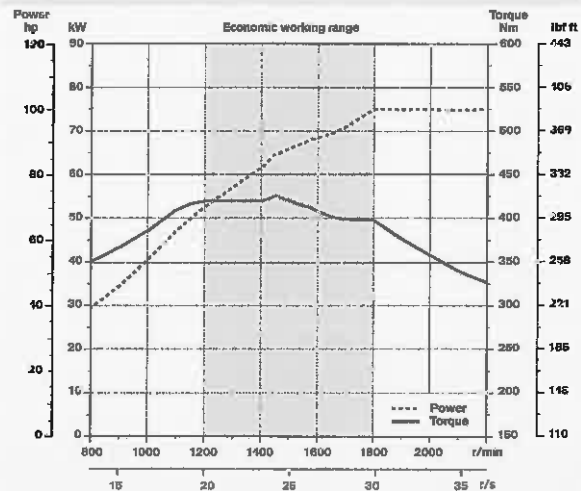
Heater and defroster: Heater coil with filtered fresh air and fan with auto and 11 speeds. Defroster vents for all window areas.

Operator's seat: Operator's seat with adjustable suspension and retractable seat belt. The seat is mounted on a bracket on the rear cab wall and floor. The forces from the retractable seat belt are absorbed by the seat rails.

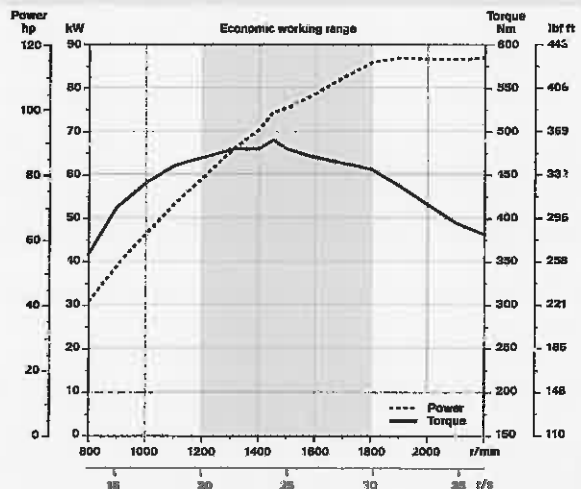
Standard: The cab is tested and approved according to ROPS (ISO 3471, SAE J1040), FOPS (ISO 3449). The cab meets with requirements according to ISO 6055 (Operator overhead protection - Industrial trucks) and SAE J386 ("Operator Restraint System").

		L45G, L50G	
Emergency exit:		Use emergency hammer to break window	
Sound level in cab according to ISO 6396:	LpA dB(A)	68	
External sound level according to ISO 6395:	LwA dB(A)	102	

L45G



L50G



Service

Filling capacities:

Fuel tank	l (US gal)	150 (39.6)
Engine oil	l (US gal)	14.0 (3.7)
Engine coolant	l (US gal)	20.0 (5.3)
Hydraulic tank	l (US gal)	95.0 (25.0)
Transmission oil	l (US gal)	2.2 (0.58)
Front axle oil	l (US gal)	17.0 (4.5)
Rear axle oil	l (US gal)	18.5 (4.8)

Drivetrain

Transmission

The hydrostatic transmission is an infinitely variable transmission. The speed gears limit the max. travel speed within the range - without any tractive power interruption. Maximum rimpull is available in all gears, regardless of the driving direction.

Automatic regulation ensures easy operation. Load limiting control protects the engine when additional power is requested by working hydraulics and auxiliary power take-off. No overheating in overload conditions.

Axes: Volvo fully floating axle shafts with hub planetary reductions and cast steel axle housing. Fixed front axle and oscillating rear axle, self-lubricated 100% differential lock on both axes.

Drivetrain L45G, L50G

Travel speeds (Forward / Reverse)

1st gear	km/h (mph)	0-5 (0-3.1)
2nd gear	km/h (mph)	0-17 (0-10.5)
3rd gear	km/h (mph)	0-40 (0-25)
Angle of rear axle oscillation	°	±12
Oscillation at wheel	mm (in)	360 (14.2)
at Track width	mm (in)	1 730 (68.1)

Steering

Steering system: Load sensing hydrostatic articulated steering.

System supply: The steering system has priority feed from the load-sensing axial piston pump with variable displacement.

Steering cylinders: Two double-acting cylinders. Elastic end-stops.

L45G, L50G

Steering cylinders		2
Working pressure	Mpa (psi)	17,5 (2,358)
Maximum flow	l min (US gal) min	70 (18.5)
Max articulation	°	±40
Linkage		L45G L50G
Linkage system		TP
Lift cylinders		2
Tilt cylinders		1
Lift time (loaded)	s	5,3 6,4
Lowering time (empty)	s	3,2 3,9
Dump time	s	1,1 1,6

Electrical system

Conronic electrical system with central warning light and buzzer, providing clear and easy to read information to the operator. LCD display with main and sub information field, adjustable to various languages.

Display information in three categories: Information on continuous operating data. Check requests (based on vehicle and error messages) and Warning (with alarm texts).

Additional audible warning by a buzzer. Indicator and activation lights for various control and monitoring functions.

Gauges for: Fuel tank level, hydraulic oil temperature and engine temperature.

Keypad also provides display navigation on the central instrument. Direct access buttons for Engine, Transmission, Hydraulics, Axles & Brakes, Electric, Machine, Vehicle messages, Service and Setup. Antitheft equipment optional.

L45G, L50G

Voltage	V	24
Batteries	V	2 x 12
Battery capacity	Ah	2 x 100
Cold cranking capacity, approximate	A	830
Alternator rating	W/A	3 080/110
Starter motor output	kW (hp)	6.5 (7.4)

Brake system

Service brake: Reliable wet disc brakes with nitrogen-charged accumulators. Dual circuit on front and rear axle.

Secondary brake: Dual circuit and hydrostatic retardation.

Inching-brake pedal:

Hydraulic inching brake pedal provides hydrostatic braking for precise control of travel speed and service brake application.

1st stage: Wearless hydrostatic braking (inching)

2nd stage: Service brake application

Parking brake:

Dry disc brake on input shaft of front axle.

Standard. The brake system complies with the requirements of ISO 3450.

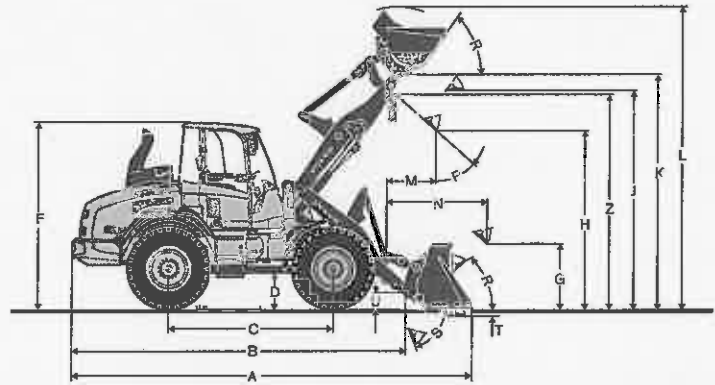
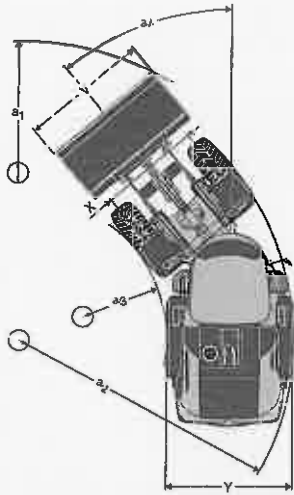
L45G

Number of brake discs per wheel front/rear		1/1
Accumulators	l (US gal)	3 x 0,5 (3 x 0.13)
Accumulators for parking brake	l (US gal)	1 x 0,5 (1 x 0.13)

L50G

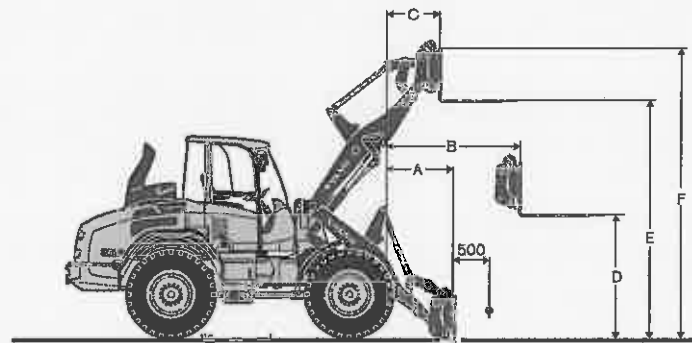
Number of brake discs per wheel front/rear		front 1
Accumulators	l (US gal)	2 x 0,5 1 x 1,0 (2 x 0.13, 1 x 0.26)
Accumulators for parking brake	l (US gal)	1 x 1,0 (1 x 0.26)

SPECIFICATIONS L45G.

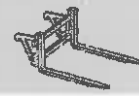


L45G







With TP-linkage, TPV attachment bracket and 17.5/R25 tires		
B	mm (ft/in)	5 280 (17' 4")
C	mm (ft/in)	2 650 (8' 8")
D	mm (ft/in)	435 (1' 5")
F	mm (ft/in)	2 990 (9' 9")
G	mm (ft/in)	1 040 (3' 4")
J	mm (ft/in)	3 470 (11' 4")
K	mm (ft/in)	3 725 (12' 2")
O	°	55
P	°	45
R	°	45
S	°	75
U	mm (ft/in)	255 (0' 10")
X	mm (ft/in)	1 730 (5' 8")
Y	mm (ft/in)	2 190 (7' 2")
Z	mm (ft/in)	3 485 (11' 5")
a ₂	mm (ft/in)	+ 760 (15' 7")
a ₃	mm (ft/in)	2 540 (8' 4")
a ₄	°	40



With Loading Fork	TPV attachment bracket	TPV Attachment bracket Long Boom
Center of gravity 500 mm (1' 8")		
A	mm (ft/in)	785 (2' 7")
B	mm (ft/in)	1 475 (4' 10")
C	mm (ft/in)	650 (2' 2")
D	mm (ft/in)	1 705 (5' 7")
E	mm (ft/in)	3 490 (11' 5")
F	mm (ft/in)	4 225 (13' 10")
Tipping load full turn (ISO 1 4397)	kg (lb)	4 420 (9,744)
Working load according to EN 474-3, 60/80%	kg (lb)	2 650/3 530 (5,842/7,782)
Working load 80%, transport position, 40° and full turn	kg (lb)	4 000 (8,818)



L45G

With TP-Linkage, TPV attachment bracket (welded version) and 17.5/R25 tires		GENERAL PURPOSE		LIGHT MATERIAL		4-in-1	High-Tip	LONG BOOM
								
Capacity heaped	m ³ (yd ³)	1,4 (1.8)	1,5 (2.0)	1,8 (2.4)	2,0 (2.6)	1,2 (1.6)	2,0 (2.6)	-
Material density	kg/m ³ (lb/yd ³)	1 800 (3,030)	1 700 (2,697)	1 400 (2,360)	1 200 (2,191)	1 800 (3,203)	1 000 (1,854)	-
Static tipping load, straight (ISO 14397)	kg (lb)	5 970 (13,160)	5 930 (13,073)	5 780 (12,742)	5 670 (12,500)	5 650 (13,338)	4 950 (10,912)	-
Static tipping load, full turn 40° (ISO 14397)	kg (lb)	5 290 (11,622)	5 250 (11,547)	5 120 (11,287)	5 020 (11,067)	5 000 (11,795)	4 370 (9,634)	-640 (-1,410)
Hydraulic lifting capacity, max.	kN (lbf)	70,0 (15,736)	69,4 (15,511)	67,5 (15,174)	66,0 (14,837)	66,5 (14,949)	57,5 (12,926)	-
Breakout force	kN (lbf)	71,0 (15,961)	69,4 (15,602)	61,6 (13,848)	55,8 (12,544)	76,7 (17,243)	*	-
A Total length	mm (ft/in)	6 350 (20' 10")	6 385 (20' 11")	6 505 (21' 4")	6 615 (21' 8")	6 295 (20' 8")	6 955 (22' 10")	200 (0' 8")
L Lift height, max.	mm (ft/in)	4 740 (15' 7")	4 790 (15' 9")	4 810 (15' 9")	4 940 (16' 2")	4 815 (15' 10")	5 695 (18' 8")	-
V Bucket width	mm (ft/in)	2 250 (7' 5")	2 250 (7' 5")	2 250 (7' 5")	2 250 (7' 5")	2 250 (7' 5")	2 250 (7' 5")	-
a ₁ Clearance circle	mm (ft/in)	10 300 (33' 10")	10 320 (33' 10")	10 390 (34' 1")	10 460 (34' 4")	10 305 (33' 10")	10 675 (35' 0")	-
T Digging depth	mm (ft/in)	85 (3.0")	85 (3.0")	85 (3.0")	85 (3.0")	120 (5.0")	95 (4.0")	-
H Dump height, 45°	mm (ft/in)	2 800 (9' 2")	2 780 (9' 1")	2 650 (8' 10")	2 610 (8' 7")	2 790 (9' 2")	4 230 (13' 11")	-
M Reach at max. height	mm (ft/in)	930 (3' 1")	945 (3' 1")	1 025 (3' 4")	1 100 (3' 7")	815 (2' 8")	1 490 (4' 11")	170 (0' 7")
N Reach, max.	mm (ft/in)	1 750 (5' 9")	1 770 (5' 10")	1 850 (6' 1")	1 925 (6' 4")	1 640 (5' 5")	2 670 (8' 9")	270 (0' 10")
Operating weight	kg (lb)	8 630 (19,026)	8 650 (19,070)	8 660 (19,092)	8 690 (19,158)	8 850 (19,511)	9 090 (20,040)	-

* 1.5 (yd³) GP exceeds 17,000 lb. breakout force

EQUIPMENT.

STANDARD EQUIPMENT

	L46G	L50G
Engine		
Diesel engine, direct fuel injection	•	•
Extra fuel filter	•	•
Cold start aid	•	•
Dry-type air filter	•	•
Preparation for pre-cleaner	•	•
Filtration screens on air inlets	•	•
Reversible cooling fan	•	•
Electrical system		
Alternator 55 A	•	•
Lighting		
Main head lights (halogen) upper/clipped/asymmetrical	•	•
Working lights (2 front/2 rear)	•	•
Parking lights	•	•
Rear lights	•	•
Brake lights	•	•
Direction indicators	•	•
Hazard warning lights	•	•
Reversing lights	•	•
Cab lighting	•	•
Instrumentation & controls		
Multi-function joystick	•	•
24 Volt accessories socket	•	•
Forward horn	•	•
Hazard warning switch	•	•
Safety start	•	•
Electronic Information System		
Analog information for:		
- Fuel level	•	•
- Engine temperature	•	•
- Drive system oil temperature	•	•
LED-illuminated symbols (color-coded) for:		
- Direction (forward/reverse)	•	•
- Indicators (left/right)	•	•
- Pre-heater (option)	•	•
- Main beam head lamp	•	•
- Differential locks	•	•
- Boom suspension system (option)	•	•
- Loading fork operation (option)	•	•
LED-illuminated symbols (red) with acoustic signal for:		
- Parking brake	•	•
- Air filter restriction	•	•
- Drive system oil temperature	•	•
- Engine temperature	•	•
- Engine oil pressure	•	•
- Battery charging	•	•
- Return filter	•	•
Touch pad with symbols and integrated LEDs for:		
- Parking lights	•	•
- Working lights (front/rear)	•	•
- Windscreen wiper (rear)	•	•
- Rotating beacon (option)	•	•
- Boom suspension system on/off (option)	•	•
- Locking and activation of Volvo-attachment bracket	•	•
- Activation of multi-function joystick for directional change	•	•
Digital LED display activated by dual function keys for:	•	•
- Entry and retrieval of operating information	•	•
- Optional anti-theft function control	•	•
Drivetrain		
Hydrostatic drive	•	•
Operator-selected 100% differential locks in both axles	•	•
Tires 17.5/R25	•	•
Hydraulic system		
Load-Sensing Hydraulics	•	•
Axial piston pump	•	•
Control valve three-spool system	•	•
3rd hydraulic circuit and couplings	•	•
Cab, Exterior		
ROPS/FOPS-cab with flexible mountings	•	•
Lockable door	•	•
All-round tinted safety glass	•	•
Windscreen wiper (front/rear)	•	•
Windscreen washer (front/rear)	•	•
Door stops	•	•
External rear view mirrors (right/left)	•	•
Cab filtration system	•	•
Cab, Interior		
4-way adjustable operator's seat	•	•
Left armrest	•	•

	L46G	L50G
Cab, Interior		
Air conditioner	•	•
Heater with air-filter and defroster (front/rear)	•	•
Adjustable steering column left armrest	•	•
Cab, Interior		
Seat belt	•	•
Sun visor	•	•
Cab filtration	•	•
Hood for coat	•	•
Cup holder	•	•
Emergency hammer	•	•
Storage box in the cab	•	•
Rear view mirrors (left/right)	•	•
Working Equipment		
Automatic bucket leveller	•	•
Hydraulic quick-change attachment bracket	•	•
Chassis Body		
Fenders (front/rear)	•	•
Fender extensions (optional)	•	•
Lockable engine hood	•	•
Lockable fuel-tank cap	•	•
Vertical exhaust	•	•
Towing device	•	•
Lifting eyes	•	•
International Standards for Machines and Production		
Quality: DIN/ISO 9001	•	•
Safety: CE - Criterion	•	•
Machine guidelines 2006/42/EC	•	•
ROPS ISO 3471	•	•
FOPS ISO 3449	•	•
Operating weight ISO 7131	•	•
Tipping load / Payload ISO 14397-1	•	•
EMC (Electromagnetic Compatibility)	•	•
80/336/EEC plus supplement	•	•
Environment: DIN/ISO 14001	•	•
Sound regulator: 2000/14/EC	•	•

OPTIONAL EQUIPMENT (Standard on certain markets)

	L46G	L50G
Service		
Wheel chock	•	•
Tool kit	•	•
Central Lub. unit (Volvo)	•	•
Engine		
Hand inch valve	•	•
Hand throttle	•	•
Turbo II Prefilter	•	•
Air pre-cleaner, oil-bath type	•	•
Tropical cooling	•	•
Fuel pre-heater	•	•
Electrical		
Rotating beacon foldable	•	•
Prep. rotating beacon magnetic	•	•
Reverse alarm audible switchable	•	•
Reverse alarm audible	•	•
Reverse alarm audio vis. switchable	•	•
Anti theft device	•	•
Rear lights protection	•	•
Headlights protection	•	•
Working lights guards, front/rear	•	•
Xenon work lights, front/rear	•	•
Care Track GSM	•	•
Care Track Satellite	•	•
Transport lights	•	•
El. headlights 350 mm (1' 2")	•	•
Road light equipment width 2.5 m (8' 2")	•	•
Power outlet 12 V	•	•
Rotating beacon magnet	•	•
Cab		
Door all glass	•	•
Foldable rt. window	•	•
Split door	•	•
Seat fabric air/suspension heat	•	•
Seat mechanical/suspension	•	•
Radio preparation 12 V	•	•
Radio	•	•
Heated rear view mirrors	•	•
Rear view mirrors inside cab	•	•

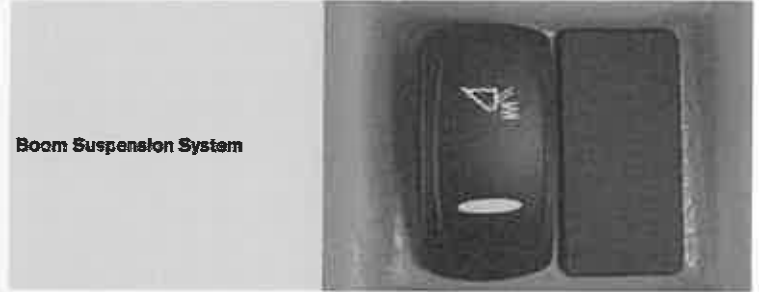
OPTIONAL EQUIPMENT (Standard on certain markets)

	L45G	L50G
Cab		
1 lever control including 3rd hydraulic function	•	•
3 lever control	•	•
4 lever control including 4th hydraulic function	•	•
Seat belt 2"	•	•
Comfort drive control (CDC)	•	•
Hydraulics		
Hydraulic oil mineral VG46 HV	•	•
Hydraulic Couplings	•	•
Boom suspension system	•	•
Tilt speed limiter mechanical	•	•
Boom lockout	•	•
4th function	•	•
Tilt control	•	•
Hydraulic oil BIOsynth VG46 HLP PA	•	•
Hydraulic oil mineral VG68 HV	•	•
Safety valve for tilt cylinder	•	•
Hydraulic oil mineral VG32 HV	•	•
Extra oil retention line via filter	•	•
Other		
Color Level 1 (yellow parts)	•	•
Preparation for licence plate	•	•
Side marking reflectors	•	•
SMV warning triangle	•	•
Trailer socket	•	•
Belly guards, front/rear	•	•
Windshield guard, rear	•	•
Windshield guard, front	•	•
Protective wax coating including cylinder	•	•
Engine hood protection	•	•
Color Level 1+2	•	•
Auto Engine Shutdown L45/50G	•	•
GY TL-3A+ 17.5/R25	•	•
Removable rear left fender	•	•
Tires		
Front Mud flaps	•	•
MI 17.5/R25 XHA	•	•
MI 15.5/R25 XHA	•	•
GY 15.5-23 SGL	•	•
Mudguard extension 75 mm (3.0")	•	•
Extended mud flaps	•	•
GY 17.5-25 SGL	•	•
GY 17.5/R25 RT-3B	•	•
NO 540/65/R24 TR12	•	•
BR 17.5/R25 VSW B2.25	•	•
MI 15.5/R25 XMINE-D2	•	•
Wheels for transport only	•	•
MI 500/70/R24 XMCL	•	•
NO 440/80/R24 TR12	•	•
MI 17.5/R25 XMINE-D2	•	•
TR 60G/35-26.5 T421	•	•
MI 17.5/R25 XHA B2.4	•	•
BR 15.5/R25 VUT	•	•
MI 15.5/R25 XHA B2.4	•	•
GY 17.5/R25 RT-3B B2.4	•	•
GY 350/65R25 GP-3D	•	•
MI 17.5/R25 XHA SPW	•	•
High flow 125 l (33 gal) min	•	•
Long boom	•	•

ATTACHMENTS

	L45G	L50G
Buckets		
Straight with teeth and bolt on edges	•	•
High tipping	•	•
Light material	•	•
Multi purpose Grading	•	•
Clamp	•	•
Other attachments		
Log grapples	•	•
Forks	•	•
Material handling arm	•	•

SELECTION OF VOLVO OPTIONAL EQUIPMENT



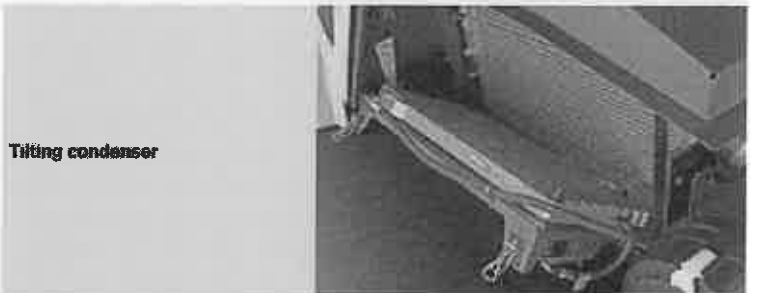
Boom Suspension System



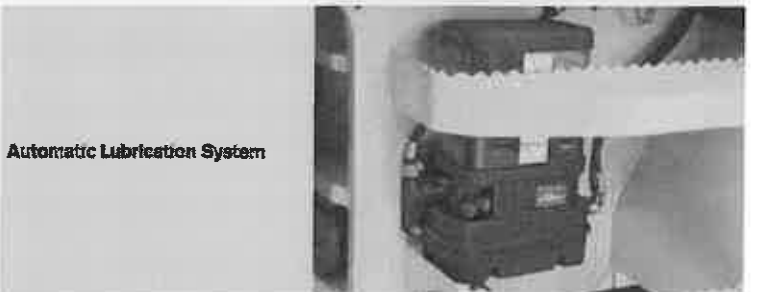
Comfort Drive Control (CDC)



Hydraulic 3rd and 4th function



Tilting condenser



Automatic Lubrication System

VOLVO CONSTRUCTION EQUIPMENT

Volvo Construction Equipment is different. Our machines are designed, built and supported in a different way. That difference comes from an engineering heritage of over 180 years. A heritage of thinking first about the people who actually use the machines. About how to help them be safer, more comfortable, more productive. About the environment we all share. The result of that thinking is a growing range of machines and a global support network dedicated to helping you do more. People around the world are proud to use Volvo. And we're proud of what makes Volvo different.

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

VOLVO

Volvo Construction Equipment
www.volvoce.com/na

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English
WLO