

Exhibit A

Pricing Sheet

CRFQ 0803 DOT1700000086

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price Each	Total
1	20	Each	One complete unit: Hydraulic Compact Excavator	\$ 65,065 -	\$ 1,301,300.00 -
				<b>Grand Total</b>	<b>\$ 1,301,300.00 -</b>

Vendor shall list the year, make, and model of the unit being bid:

Year: 2017

Make: HITACHI

Model: ZX50U-5

08/16/17 11:36:36  
NU Purchasing Division

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 exceeds 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: RUDIS EQUIPMENT COMPANY

Authorized Signature: [Signature] Date: 8/8/17

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8 day of August, 2017.

My Commission expires March 10, 2021, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

*Purchasing Affidavit (Revised 08/01/2015)*



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**,  
 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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:**  
 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
- 4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5.  **Application is made for 3.5% 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) rescind the contract or purchase order; 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.

**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, INC.

Signed: 

Date: 8/15/17

Title: Senior Buyer

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



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: 336215

Doc Description: HYDRAULIC COMPACT TRACK EXCAVATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-05	2017-06-28 13:30:00	CRFQ 0803 DOT1700000086	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, INC.  
 PO BOX 610  
 NITRO, WV 25143

FOR INFORMATION CONTACT THE BUYER  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X  FEIN # 61-0445955 DATE 8/15/17

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), the West Virginia Department of Transportation (WVDOT), to establish an open-end contract for Hydraulic Compact Track Excavators per the attached documents.

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on:

DATE: June 15, 2017

TIME: 10:00am EST

LOCATION: WVDOH

Equipment Division  
83 Brushy Fork Crossing  
Buckhannon, WV 26201

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101526	HITACHI	COMPACT EXC.	ZX50U-5

**Extended Description :**

HYDRAULIC COMPACT EXCAVATOR:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit\_A pricing page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-06-15
2	Technical Questions due by:	2017-06-19

DOT1700000086	<b>Document Phase</b> Final	<b>Document Description</b> HYDRAULIC COMPACT TRACK EXCAVATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0803 DOT1700000086**

**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 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, INC.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

8/15/17  
\_\_\_\_\_  
Date

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

**SOLICITATION NUMBER: CRFQ 0803 DOT1700000086**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000086 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify Technical Question submission date
- Modify Mandatory Pre-Bid Meeting date
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

- 1: Move Pre-Bid Meeting date from June 15, 2017 to July 21, 2017 at 10:00am EST.**
- 2: Move Technical Question submittal deadline from June 19, 2017 to July 26, 2017.**
- 3: Move Bid Opening date from June 28, 2017 to August 08, 2017 @ 1:30pm EST.**

**NO OTHER CHANGES.**

**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.





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: 336215

Doc Description: ADDENDUM\_1: HYDRAULIC COMPACT TRACK EXCAVATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-12	2017-08-08 13:30:00	CRFQ 0803 DOT1700000086	2

**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, INC.  
 PO BOX 610  
 NITRO, WV 25143

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

61-0445955

DATE

8/15/17

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), the West Virginia Department of Transportation (WVDOT), to establish an open-end contract for Hydraulic Compact Track Excavators per the attached documents.

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on:

DATE: June 15, 2017

TIME: 10:00am EST

LOCATION: WVDOH

Equipment Division  
83 Brushy Fork Crossing  
Buckhannon, WV 26201

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101526	HITACHI	COMPACT EXC.	ZX50U-5

**Extended Description :**

HYDRAULIC COMPACT EXCAVATOR:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit\_A pricing page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-06-15
2	Technical Questions due by:	2017-06-19

<b>DOT1700000086</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> HYDRAULIC COMPACT TRACK EXCAVATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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: 336215

Doc Description: ADDENDUM\_2: HYDRAULIC COMPACT TRACK EXCAVATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-03	2017-08-08 13:30:00	CRFQ 0803 DOT1700000086	3

**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

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 61-0445955

DATE

8/15/17

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

**ADDITIONAL INFORMATION:**

ADDENDUM 2: Is issued for the following:

1. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the pre-bid sign-in sheets.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), the West Virginia Department of Transportation (WVDOT), to establish an open-end contract for Hydraulic Compact Track Excavators per the attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101526			

**Extended Description :**

HYDRAULIC COMPACT EXCAVATOR:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit\_A pricing page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-07-21
2	Technical Questions due by:	2017-07-26

DOT1700000086	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_2: HYDRAULIC COMPACT TRACK EXCAVATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ 0803 DOT1700000086**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000086 ("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. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the pre-bid sign-in sheets.

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\_2

CRFQ 0803 DOT1700000086

HYDRAULIC COMPACT TRACK EXCAVATOR

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

1. 3.1.2.2 – C Electric fuel priming pump

Question: Bobcat uses a manual fuel priming pump on its line of mini excavators. Electric priming pump is not available. Would a manual priming pump be acceptable?

Answer: yes, will change to read: Electric fuel priming pump or Manual priming pump.

2. 3.1.5.1 – A Rubber tracks minimum of 16 inches wide.

Question: Bobcat track measurement is 15.7 inches. Is that acceptable?

Answer: yes, Rubber tracks minimum of 15.7 inches wide.

3. 3.1.5.1 – B Track guides to prevent track misalignment.

Question: Could you clarify what you are looking for here? Bobcat does not offer any additional guides for track alignment. The track system is designed to prevent misalignment without the need for external accessories.

Answer: Will change to read: Track roller guides to prevent track misalignment.

4.. 3.1.5.1 - E Undercarriage with manufacturer's standard size hydraulic blade for model bid, with float.

Question: Our blade does not have a float, is this acceptable?

Answer: YES, Will change to read: Undercarriage with manufacturers standard size hydraulic blade for model bid with or without float.



5. 3.1.6.6 - D Shall have motion alarm with cancel switch

Question: The cat unit has a backup alarm, but it can't be cancelled during operation – could the cancel switch portion be removed?

Answer: yes, will change to read: Shall have travel/motion alarm.

6. 6.1.6.6 – H Rear secondary exit kit.

Question: Could you clarify what you are looking for here. Bobcat has access through left door, front window, and left window. Rear glass in Bobcat excavators is glued in.

Answer: will change to read: Excavator shall have more than one exit.

7. 6.1.6.6 – I Shall be wired for smart link capabilities.

Question # 1: Smart link is a proprietary system offered by John Deere. Bobcat does not offer this product at the moment. There may be some aftermarket GPS location products available but they would be limited in what information they would transmit.

Question # 2: Please explain Smart Link and what you want it to be able to provide?

Answer: Will change to read: Shall be wire ready for manufacturers Telematics if available by manufacturer bid. (were not asking for telemetric system, just factory wired ready for it thru manufacturer if manufactures model bid offers it)

8. 3.1.7.1 Unit bid shall have minimum digging depth of 12 foot and a minimum digging reach of 20 foot.

Question # 1: The Cat unit has a digging reach of 19.58 feet – could this be lowered?

Question # 2: Our digging depth is 11'7", and our minimum digging reach is 19'7", are these ok?

Question # 3: We have a digging reach of 19'11.4", is that acceptable?

Answer: Will change to read: Unit shall have Long arm with maximum dig depth and maximum reach for model bid.

9. This will be a combined question, Sections involved are:

3.1.4.8 Unit shall have auxiliary hydraulic lines with quick couplers and a 3-way hydraulic valve to switch from swivel head to thumb.

#### 3.1.9 Tilting Coupler/Swivel

Question: The way I interpret it, DOH is wanting the 3-way hydraulic valve to switch from swivel head to thumb so that the thumb doesn't have to be removed when operating the tilt function on the coupler. Cat offers a tilting coupler but it is not compatible with the thumb because of the way the thumb mounts – there are clearance issues that will inhibit the function of the tilt coupler. I am not sure if the other tilt coupler manufacturers (like HELAC) have the same issue. If the DOH is willing to relax the spec to allow removing the thumb when using the tilt coupler, they wouldn't need the 3-way valve.

Answer: Will change to read: Unit shall have auxiliary hydraulic lines with quick couplers and a 3-way hydraulic valve to switch from swivel head to thumb if needed.

Answer: No, we want to be able use swivel with thumb installed.

10. 3.1.9.4 Shall include integral quick coupler.

Question: There was some discussion about this in the meeting and I'm not completely sure what the discussion was with the other dealers. Bobcats hydra tilt swings 180 degrees. 90 left and 90 right. The hydra tilt itself has a integral quick disconnect that connects the hydra tilt to the excavator. The grading bucket that attaches to the hydra tilt has a 2 bolt disconnect that attaches the bucket to the hydra tilt. Is this what you are looking for here. I think this is fairly common throughout manufacturers.

Answer: yes, will accept.

11. 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 completed 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 thru Friday, excluding Federal and State Holidays.

Question # 1: We would like to move to have pilot model due in 120 days and the standard orders due in 150 days.

Question # 2: Can the delivery time for the pilot model be extended to 120 working days?

Question # 3: Can the delivery time for standard orders be extended to 150 working days?

Answer: Yes, We will change this to read: pilot model 120 days standard orders 150 days

**6.1 Delivery Time:** Vendor shall deliver standard orders within 150 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 completed pilot model for inspection must be provided within 120 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays.

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number: CRFQ 0803 DOT 1700000086 Date: 7/21/17

Project Description: Hydraulic Compact Track Excavator

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

Firm Name:	<u>Bobcat of Advantage Valley</u>
Firm Address:	<u>614 New Golf Mt Road</u> <u>Cross Lanes W 25313</u>
Representative Attending:	<u>Steve Lewis</u>
Phone Number:	<u>304 776-9100</u>
Fax Number:	<u>304 776-0285</u>
Email Address:	<u>Steve.lewis@jefferies.com</u>

Firm Name:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>20 BOX 473</u> <u>CHARLESTON WV 25322</u>
Representative Attending:	<u>DAVE GRADY</u>
Phone Number:	<u>304-346-5301</u>
Fax Number:	<u>304-346-5305</u>
Email Address:	<u>grady@wvtractor.com</u>

Firm Name:	<u>Leslie Equipment Co</u>
Firm Address:	<u>19 Guff Crossing Dr</u> <u>Cross Lanes WV 25315</u>
Representative Attending:	<u>Erik Brooks</u>
Phone Number:	<u>304 204 1818</u>
Fax Number:	<u>304 204 1811</u>
Email Address:	<u>BrooksErik@Leslie.com</u>

Firm Name:	<u>Rudd Equipment Co.</u>
Firm Address:	<u>500 Ribey Road</u> <u>Nitro, WV 25840</u>
Representative Attending:	<u>Steve Neff</u>
Phone Number:	<u>304-541-3390</u>
Fax Number:	<u>304-755-7990</u>
Email Address:	<u>sniff@RuddEquipment.com</u>

Firm Name:	<u>Walker Machinery</u>
Firm Address:	<u>P.O. Box 2427</u> <u>Charleston, WV 25329</u>
Representative Attending:	<u>Matt Conner</u>
Phone Number:	<u>(304) 543-5406</u>
Fax Number:	<u>(304) 959-6404</u>
Email Address:	<u>mconner@walker-m.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 1700000086 Date: 7/21/17

Project Description: Hydraulic Compact Track Excavator

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

Firm Name: Bridgeport Equipment and Tool  
Firm Address: 435 W. MYLES AVE  
PENNSBORO, WV 26105  
Representative Attending: ROAL GARDNER  
Phone Number: 304-659-7917  
Fax Number: 304-659-3276  
Email Address: R.GARDNER@BRIDGEPORTEQUIP.COM

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: Bridgeport Equipment and Tool  
Firm Address: 15 Acme Street  
Macetta, OH 45750  
Representative Attending: Chris Walter  
Phone Number: 740-373-6686  
Fax Number: 740-373-3895  
Email Address: Cwalter@bridgeportequip.com

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: Bridgeport Equipment and Tool  
Firm Address: 6777 Murrells Creek Rd  
Hunttown WV 25702  
Representative Attending: Brandon Neville  
Phone Number: 304-736-2120  
Fax Number: 304-736-2120  
Email Address: bneville@bridgeportequip.com

Firm Name: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative Attending: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 1700000086 Date: 7/21/17

Project Description: Hydraulic Compact Track Excavator

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

Firm Name:	Anderson Equipment Co.
Firm Address:	<del>2007 Rustin Drive</del> 1 Andy's Way S. Charleston, W.V.
Representative Attending:	Bert R. Smith
Phone Number:	304-614-5811
Fax Number:	
Email Address:	bsmith@andersonequip.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	State Equipment, Inc.
Firm Address:	560 New Goff Mt. Rd. Cross Lanes, W.V.
Representative Attending:	Tom Conner
Phone Number:	304 776 4405
Fax Number:	304 776 4409
Email Address:	eddie@stateequipment.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT 1700000086 Date: 7/21/17

Project Description: HYDRAULIC Compact Track Excavator

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

Firm Name:	
Firm Address:	<u>Pam Hall</u>
	<u>WVDOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>Todd Campbell</u>
	<u>WVDOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

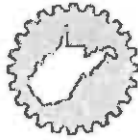
Firm Name:	
Firm Address:	<u>Angie Morgan</u>
	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>MARCIN LEE</u>
	<u>DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>Healey-Smith</u>
	<u>WV DOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

OFFICE (304) 346-5301  
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CHAS., WV 25322/25302

wvtractor@msn.com

**STEVE NEFF**  
PRODUCT SUPPORT REPRESENTATIVE



(304) 755-7788 Office  
(304) 541-3390 Cell  
sneff@ruddequipment.com



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Fax: 740-373-3895  
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Sales Representative

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brookeseric@lecl.com  
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JOHN DEERE

Office: 304-204-1818  
Fax: 304-204-1811  
Cell: 304-542-0433



Ph: 304-659-2917  
Fax: 304-659-3276  
Cell: 304-997-6354

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Pensboro, WV 26415

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Bridgeport Store 740-635-1129  
New Martinsville 304-455-6686

**CHRIS WALTER**  
General Manager

Ph: 304-455-6686  
Fax: 304-455-6685  
1200 S. Bridge Street  
New Martinsville, WV 26155

Ph: 740-373-6686  
Fax: 740-373-3895  
15 Acme Street  
Marietta, OH 45750

Toll Free: 1-866-95-DEERE

cwaller@bridgeportequipmentandtool.com

STATE EQUIPMENT, INC.



**TOM CONNER**

MANAGER

CELL: 304-669-0442  
OFFICE: 304-592-0491  
HOME: 304-903-8075  
FAX: 304-592-0499  
E-MAIL: TCONNER@STATEEQUIPMENT.COM  
WWW.STATEEQUIPMENT.COM

RR2 Box 649F  
SHINNSTON, WV 26431



Bobcat of Advantage Valley

614 New Goff Mt. Road • Cross Lanes, WV 25313  
(304) 776-9100 • Fax (304) 776-0285  
1 866-4BOBCAT • Cell (304) 561-8280  
Email: stevelewis@jefferts.com  
Web: www.Bobcatwv.com

**Steve Lewis**  
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304.759.6404 fax  
304.543.5406 cell  
mconner@walker-cat.com  
walker-cat.com



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1700000086**

**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 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

  
\_\_\_\_\_  
Authorized Signature

8/15/17  
\_\_\_\_\_  
Date

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



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: 336215

Doc Description: ADDENDUM\_3: HYDRAULIC COMPACT TRACK EXCAVATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-04	2017-08-16 13:30:00	CRFQ 0803 DOT1700000086	4

**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

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

61-0445955

DATE

8/15/17

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

**ADDITIONAL INFORMATION:**

ADDENDUM 3: Is issued for the following:

1. Move Bid Opening date from August 08, 2017 to August 16, 2017 @ 1:30pm EST.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), the West Virginia Department of Transportation (WVDOT), to establish an open-end contract for Hydraulic Compact Track Excavators per the attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101526			

**Extended Description :**

HYDRAULIC COMPACT EXCAVATOR:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit\_A pricing page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-07-21
2	Technical Questions due by:	2017-07-26

DOT1700000086	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_3: HYDRAULIC COMPACT TRACK EXCAVATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ 0803 DOT1700000086**  
**Addendum Number: 3**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000086 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify Technical Question submission date
- Modify Mandatory Pre-Bid Meeting date
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

**1: Move Bid Opening date from August 08, 2017 to August 16, 2017 @ 1:30pm EST.**

**NO OTHER CHANGES.**

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0803 DOT1700000986**

**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 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  
  
\_\_\_\_\_  
Authorized Signature  
8/15/17  
\_\_\_\_\_  
Date

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



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: 336215

Doc Description: ADDENDUM\_4: HYDRAULIC COMPACT TRACK EXCAVATOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-11	2017-08-16 13:30:00	CRFQ 0803 DOT1700000086	5

**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

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

61-0445955

DATE

8/15/17

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

**ADDITIONAL INFORMATION:**

ADDENDUM\_4: Is issued for the following:

1: To publish additional clarification to the agency response to technical questions posed by vendors concerning specification requirements for Specification 3.1.9.4. during the Technical Questioning Period and to attach Exhibit C for reference.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), the West Virginia Department of Transportation (WVDOT), to establish an open-end contract for Hydraulic Compact Track Excavators per the attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101526			

**Extended Description :**

HYDRAULIC COMPACT EXCAVATOR:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit\_A pricing page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-07-21
2	Technical Questions due by:	2017-07-26



DOT1700000086	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_4: HYDRAULIC COMPACT TRACK EXCAVATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: CRFQ 0803 DOT1700000086

## Addendum Number: 4

---

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000086 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify Technical Question submission date
- Modify Mandatory Pre-Bid Meeting date
- Attachment of pre-bid sign-in sheet
- Publish Exhibit\_C for reference.
- Clarification to the agency response to technical questions concerning Specification 3.1.9.4.

### Description of Modification to Solicitation:

**1: To publish additional clarification to the agency response to technical questions posed by vendors concerning specification requirements for Specification 3.1.9.4. and attach Exhibit C for reference.**

NO OTHER CHANGES.

**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\_4

  
CRFQ 0803 DOT170000086

**HYDRAULIC COMPACT TRACK EXCAVATOR**

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

**1. 3.1.9.4 Shall include integral quick coupler.**

**Question # 1:** I see that # 10 on the addendum is addressing 3.1.9.4. It states that Bobcat is allowed to use its quick disconnect system. We discussed at the pre bid about this being a Pin Grabber Coupler, to me this is contradicting what we talked about at the pre bid. Any chance we could get clarification on this? Huge price difference between pin grabber style, and the quick disconnect style.

**Question # 2:** In the prebid meeting, the question was asked, relating to item 3.1.9.4, if the agency was wanting a hydraulic pin grabber style coupler. They answered yes, that is what they were looking for. On addendum # 2, question 10 was raised by Bobcat asking if their coupler with a 2 bolt disconnect would be acceptable and it was answered that it would – that is a manual style coupler and not a hydraulic pin grabber. There is a significant cost difference between the manual style and the hydraulic pin grabber style. Can you please provide clarification so we are sure we are providing the correct coupler?

**Answer:** Will Change the following to read: 3.1.9.4 Shall have standard pin on half- hitch coupler or Equal.

**3.1.10.1 Unit shall include a 40-inch minimum smooth ditching bucket with pins.**

**3.1.10.2 Unit shall include a 24-inch digging bucket with pins and replaceable teeth.**

**3.1.9.3 Shall allow use of OEM bucket (Will be Removed)**

**3.1.10.3 Both Buckets ditching and digging shall work with half- hitch coupler.**

**2. The WVDOH will also be adding an Exhibit C to this contract. Please see attached Exhibit C.**

# EXHIBIT C

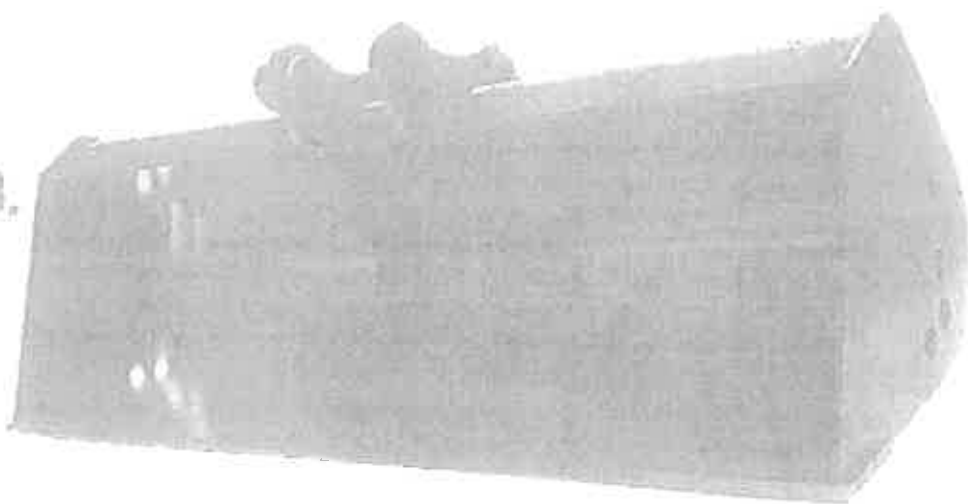
- A. Standard Half-Hitch Pin on Swivel Coupler
- B. 40-Inch Smooth Ditching Bucket
- C. 24-inch Digging Bucket w/replaceable teeth

A.



Standard pin-on

B.



C.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0803 DOT170000086**

**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)

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|--|--|
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| <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 checked="" 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 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

Authorized Signature

Date

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

## 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "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.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ upon award \_\_\_\_\_ and extends for a period of \_\_\_\_\_ one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the 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). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ thirty-six (36) \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**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

n/a

for n/a

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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**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. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. 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 laws, regulations, and ordinances.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. 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.

**41. 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](mailto:purchasing.requisitions@wv.gov).

**42. 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.



**43. 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 heath, 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.

**44. 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

RONALD JACOBS - SALESMAN  
\_\_\_\_\_  
(Name, Title)  
RONALD JACOBS - SALESMAN  
\_\_\_\_\_  
(Printed Name and Title)  
PO BOX 610, NITRO, WV 25143  
\_\_\_\_\_  
(Address)  
(304) 755-7788 (304) 755-7990  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
rjacobs@ruddeequipment.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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, INC.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
RON JACOBS, SALESMAN  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
RONALD B JACOBS SALESMAN  
\_\_\_\_\_  
(Date)  
304-755-7788 304-755-7990  
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(Phone Number) (Fax Number)

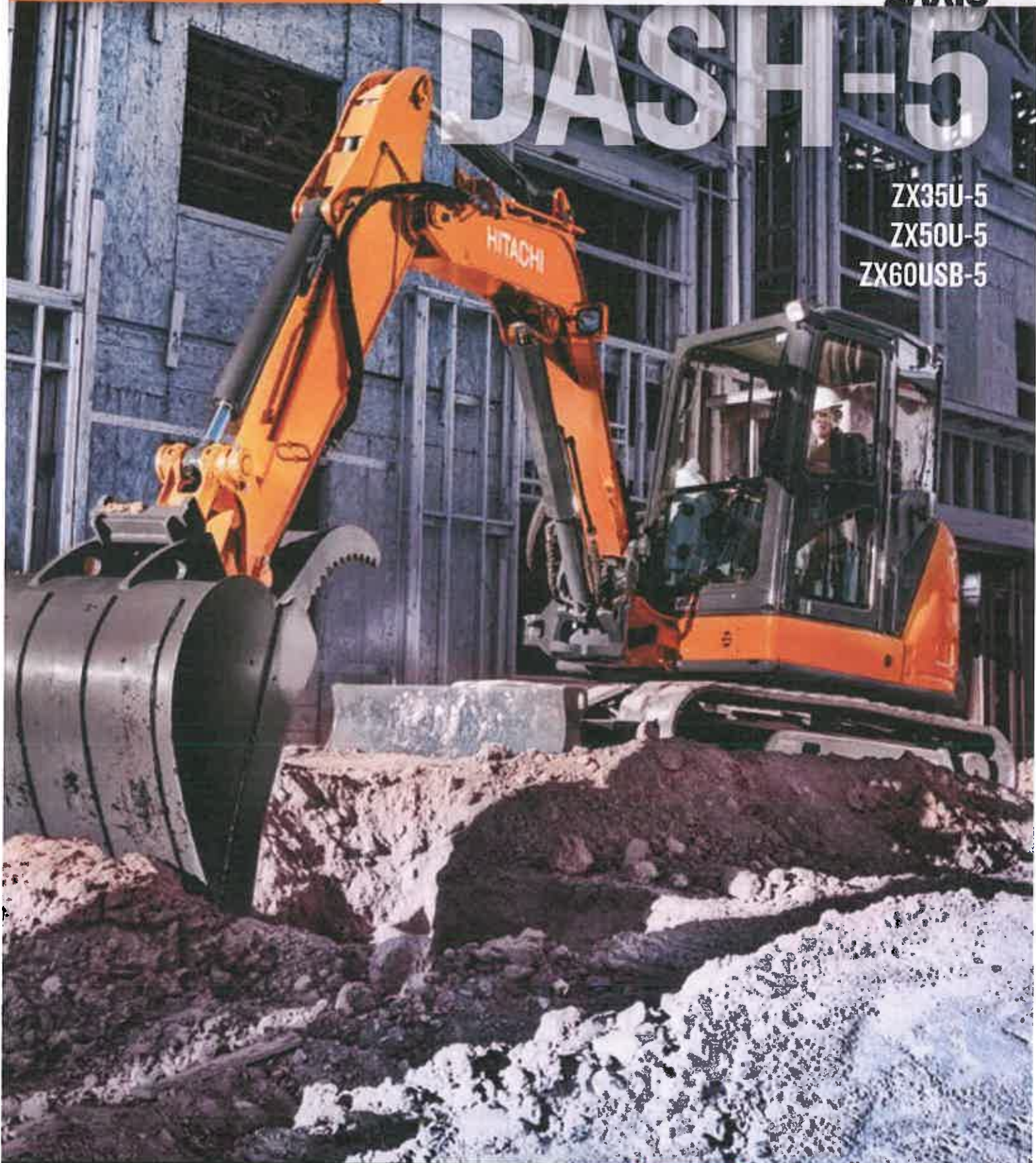


COMPACT-CLASS EXCAVATORS

ZAXIS

# DASH-5

ZX35U-5  
ZX50U-5  
ZX60USB-5



HITACHI



# **BY NOT BUILDING EVERYTHING, WE COMPROMISE ON NOTHING.**

## **EXCAVATOR EXPERTS.**

At Hitachi, we don't get sidetracked building every kind of construction equipment. Instead, we build excavators. It's that kind of engineering and manufacturing focus that results in our reputation for highly efficient, reliable and durable machines.

Small and compact, the ZX35U-5, ZX50U-5 and ZX60USB-5 give you big-time performance on all kinds of jobs. You get a more spacious cab with wider, easier entry and better visibility; a fuel-efficient and reliable engine that meets emission standards; and maintenance that's easier than ever thanks to enhancements such as improved access to coolers. Add it all up; when you choose Hitachi Dash-5 Compact Excavators, you get...

## **IMPROVED PERFORMANCE.**





■ Yanmar diesel engines meet EPA Final Tier 4 (FT4)/EU Stage IV emissions regulations. Easy-to-maintain, they require no special, additional fluids – just ultra-low-sulfur diesel fuel and CJ-4 engine oil.

■ Updated door design provides improved visibility and more room for entering the cab – a key operator-requested improvement over the previous models.

■ An additional service door provides convenient cooler access, making core clean-out quicker and easier.



# MORE PRODUCTIVITY IN MORE PLACES.

## A SIZEABLE IMPACT ON PRODUCTIVITY.

No doubt about it. With their reduced- and zero-tail-swing designs, these compact, yet powerful excavators are perfect for work in congested or confined areas. But they're not just close-quarters contributors. Easy to load and transport between jobs, these models are also smart choices for trenching, excavating, loading trucks and other tasks in wide-open spaces. Fuel-efficient, direct-injected Yanmar engines are FT4-certified and are impressively quiet – so you can run them almost anywhere, anytime. When you've got these compact excavators on your team, you can...

## WORK EVERYWHERE, EVERY DAY.



■ Although not a replacement for a grading tractor, standard backfill blades let these excavators fill in quite capably. An optional all-hydraulic blade angles 25 degrees, left or right, for even more efficient grading and backfilling.



■ Choose the tracks that are best for the way you work. The rubber tracks traverse virtually any terrain, including paved surfaces. Also available are steel tracks and steel tracks with rubber pads. The optional rubber grousers combine work-anywhere flexibility with steel-track serviceability.



■ Don't let obstacles get in the way of your work. The independent-swing boom and 360-degree rotation let you set up and work nearly anywhere.



■ Visibility that's practically unlimited, precise feel and smooth, accurate control make Dash-5 compacts a great fit for excavating in and around existing utilities.



# PRODUCTIVITY



■ With plenty of lift height and reach, getting up and over truck sideboards is all in a day's work.



■ Standard quick-coupler equipped, boom-mounted auxiliary hydraulic lines make attachment hook-up a snap.



■ Wedge-style coupler enables quick changes and a wide variety of buckets and attachments, such as breakers and augers.

■ Match engine speed to the job with power/economy work modes. Choose the power mode and get higher engine speeds for most general digging work. For lighter digging jobs, the economy mode reduces engine speed and noise, and lowers fuel costs.

■ When the going gets tough, the powerful Yanmar diesel engines give you high-level torque for more pull-through power.





■ Spacious operator stations have wide entryways, making entry and exit easier than ever. Flat, skid-resistant floor mats remove easily for clean-out.

■ Redesigned cab's 50-mm (2-in.) wider, 150-mm (6-in.) taller front glass; and single-hinge door provide unsurpassed all-around visibility.

■ Swing boom and foldable travel pedals are positioned where they're easy to operate, yet allow plenty of foot room.

■ Noise-reducing muffler (ZX35U-5) and after-treatment device (ZX50U-5/ZX60USB-5), plus isochronous high-idle speed, help keep things noticeably quiet. Rubber cab mounts further isolate the operator from noise and vibration to help reduce fatigue.

■ Auto-idle automatically reduces engine speed when hydraulics aren't in use. Auto-shutdown further preserves every precious drop of fuel.

■ No operator activation required for high-speed travel. Track speeds automatically slow to low whenever the travel motors encounter a heavier load. Includes a console-mounted, low-speed lock switch.

■ Convenient 12-volt port powers cell phones and other electronic devices. There's also a large cup holder and seat back compartment for documents.



# THE PERFECT FIT FOR OPERATOR COMFORT AND PRODUCTIVITY.

## A BIGGER, BETTER COMFORT ZONE.

Good news. Your operators won't have to squeeze their way aboard our excavators. Our comfortable work stations are spacious, with wide entryways to ease entry and exit. Seat, pedals and controls are positioned to accommodate bigger operators. And virtually unobstructed visibility provides a clear view of the work ahead and surrounding jobsite. For year-round comfort and increased productivity, add a heated and air-conditioned cab. Step aboard a Hitachi compact excavator, and you'll experience...

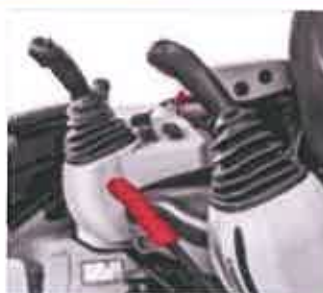
**MORE COMFORT, MORE PRODUCTIVE DAYS.**



■ Enhanced monitor provides vital operating info at a glance and fingertip control of several functions, including auto-shutdown, power/economy modes and auto exhaust filter cleaning. Plus, two trip meters let you track engine oil and hydraulic oil changes, or jobsite hours.



■ Go from backhoe- to excavator-style controls with just a twist of your wrist. Control-pattern selector valve is conveniently located in a compartment beneath the seat.



■ Ergonomic short-throw pilot control levers provide smooth, predictable low-effort fingertip operation.



■ Automatic, high-velocity bi-level climate-control system with automotive-style adjustable louvers help keep the glass clear and the cab comfortable.



# DURABILITY



■ O-ring face-seal hydraulic fittings virtually eliminate aggravating and costly oil leaks.

■ Rigid, reinforced D-channel side frames resist impact, providing maximum cab and component protection.

■ Self-priming diesel helps you get back up and running quickly should you ever run out of fuel.

■ Oil-impregnated bushings enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.

■ To help prevent accidental machine movement, a spring-applied, hydraulically released park brake automatically engages when a control lever is released.

■ Wet-disc swing brake provides long-term maintenance-free performance.



## **STRONG-ARMED PERFORMANCE.**

### **TOUGH ENOUGH FOR YOUR TOUGHEST JOBS.**

Our compacts are smaller, but they're no less durable. Built to the same high standards as our larger excavators, they're armed with exactly what you need. Oil-impregnated boom, arm and bucket bushings increase digging structure durability. Reinforced D-channel side frames protect components from impact damage. And heavy-duty cast or box-constructed fabricated X-frames provide a rock-solid base. The closer you look at Dash-5 compacts, the more you'll see...

### **DURABILITY THAT INCREASES YOUR ABILITY.**



■ Single-pin swing-post increases boom stiffness, enhancing the structural integrity of the digging components. Wear-resistant hoses are routed for protection and Cordura<sup>®</sup>-wrapped where exposed.



■ Heavy-duty shields deflect material and impacts, protecting the boom/blade cylinders and drive motors.



■ Rubber tracks' unique steel cores resist cracking. Large-diameter drive sprockets and track idlers further increase undercarriage durability.



■ Heavy-duty X-frame provides a solid, stable platform that resists material and dirt build-up.



# SMOOTHER EFFICIENCY IN A ROUGH WORLD.

## HARD WORK MADE EASIER AND LESS COSTLY.

If there's a way to increase uptime, reduce your daily operating costs and simplify maintenance, we've implemented it in the Dash-5 Series. Extended hydraulic and engine oil change intervals reduce downtime and expense. Daily checks are done through a steel rear door that slides up and out of the way. The operator station tilts forward, providing quick, wide-open component access. And of course, industry leading parts and service are just as easily accessible at all Hitachi dealers. Put these excavators to work and expect ...

## EFFICIENCY ON EVERY JOB, EVERY DAY.



■ Vertical spin-on filters allow quick and clean changes. Extended engine and hydraulic oil intervals let you work longer.



■ Hinged door provides wide-open access to the side-by-side oil cooler and radiator for easier core cleanout.



■ Operator station tilts forward 50 degrees, simplifying access to the swing motor, hydraulic control valve, engine starter motor and alternator.



■ Routine checks such as engine oil level are quickly accomplished from ground level. Convenient lube/maintenance chart helps ensure that nothing gets overlooked.



# EFFICIENT



■ Hydraulic fluid sight gauge and see-through coolant reservoir let you quickly check levels at a glance.

■ A simple grease gun and a wrench are all it takes to quickly maintain proper track tension.

■ Large fuel tanks and 500- and 2,000-hour engine and hydraulic oil-service, and 500-hour greasing intervals enable these excavators to work longer between stops for scheduled service.

■ EPA Final Tier 4 (FT4)/EU Stage IV technology in our excavators is simple, fuel-efficient, fully integrated and fully supported. In the ZX50U-5 and ZX60USB-5, it employs field-proven cooled exhaust gas recirculation (EGR) for reducing NO<sub>x</sub> and a diesel particulate filter (DPF) and diesel oxidation catalyst (DOC) to reduce particulate matter. The ZX35U-5 does not require an after-treatment system to meet EPA requirements.

■ Seamless diesel particulate filter (DPF) cleaning happens automatically without impacting machine productivity. The service interval is 6,000 hours and can be done by your Hitachi dealer.

■ Fuel-sipping diesels, auto-idle and economy work mode help preserve precious fuel.



<b>Engine</b>		<b>ZX35U-5</b>			
Manufacturer and Model	Yanmar 3TNV88F				
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV				
Displacement	1642L (100.2 cu. in.)				
Net Power (ISO9249)	174 kW (233 hp) @2,400 rpm				
<b>Powertrain</b>		Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box			
<b>Maximum Travel Speed</b>					
Low	2.8 km/h (1.7 mph)				
High	4.3 km/h (2.7 mph)				
<b>Hydraulics</b>		Open center with 2 variable-displacement pumps and 1 fixed-gear pump			
<b>Pump Flow</b>					
Piston	2x 38.4 L/m (2x 10.1 gpm)				
Gear	22.8 L/m (6.0 gpm)				
Auxiliary Flow	61.2 L/m (16.2 gpm)				
<b>Controls</b>		2 hydraulic pilot-operated controls for boom, arm, bucket, swing, boomswing, travel and auxiliary functions			
<b>Electrical</b>					
Alternator Rating	55 amp				
<b>Working Lights</b>		2 halogen, 1 mounted on operator's station and 1 mounted on boom			
<b>Undercarriage</b>					
Track, Rubber	300 mm (12 in.)				
<b>Ground Pressure</b>					
	1315-mm (4 ft. 4 in.)	1315-mm (4 ft. 4 in.)	1715-mm (5 ft. 8 in.)	1715-mm (5 ft. 8 in.)	
	Standard Arm, Canopy and Standard Counterweight	Standard Arm, Cab and Standard Counterweight	Long Arm, Canopy and Extra Counterweight	Long Arm, Cab and Extra Counterweight	
With Rubber Track	32.0 kPa (4.6 psi)	33.0 kPa (4.8 psi)	33.7 kPa (4.9 psi)	35.2 kPa (5.1 psi)	
<b>Upperstructure</b>					
Swing Speed	9.0 rpm				
<b>Independent Swing Boom</b>					
	Canopy	Cab			
Left	72 deg.	62 deg.			
Right	62 deg.	62 deg.			
<b>Swing Brake</b>		Spring-applied, hydraulically released, automatic, disc type			
<b>Serviceability</b>					
<b>Refill Capacities</b>					
Fuel Tank	42 L (11 gal.)				
Cooling System	5.0 L (5.3 qt.)				
Engine Oil with Filter	72 L (76 qt.)				
Hydraulic Tank	32 L (8.5 gal.)				
<b>Operating Weights</b>					
	1315-mm (4 ft. 4 in.)	1315-mm (4 ft. 4 in.)	1715-mm (5 ft. 8 in.)	1715-mm (5 ft. 8 in.)	
	Standard Arm, Canopy and Standard Counterweight	Standard Arm, Cab and Standard Counterweight	Long Arm, Canopy and Extra Counterweight	Long Arm, Cab and Extra Counterweight	
With Full Fuel Tank and 79-kg (175 lb) Operator	3520 kg (7,760 lb)	3690 kg (8,135 lb)	3783 kg (8,340 lb)	3953 kg (8,715 lb)	
Optional Angle Blade	296 kg (653 lb.)				
<b>Counterweight</b>					
Standard	540 kg (1,190 lb.)				
Additional	240 kg (529 lb.)				

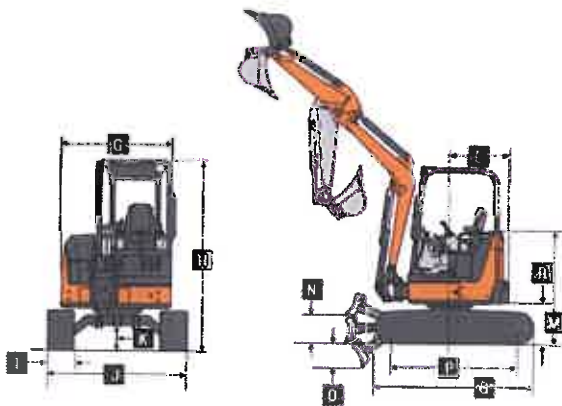
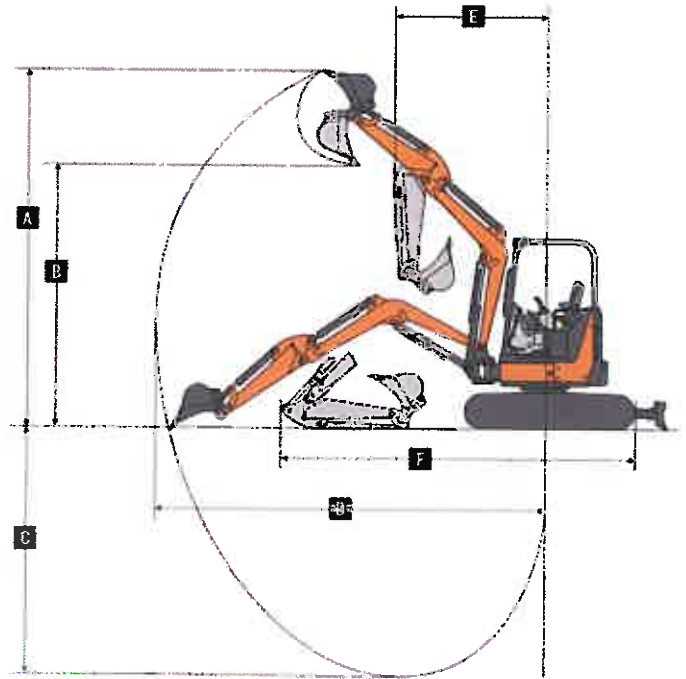
# DASH 5

## Operating Dimensions

	ZX35U-5			
	1315-mm (4 ft. 4 in.) Standard Arm and Canopy	1715-mm (5 ft. 8 in.) Long Arm and Canopy	1315-mm (4 ft. 4 in.) Standard Arm and Cab	1715-mm (5 ft. 8 in.) Long Arm and Cab
<b>A</b> Maximum Cutting Height	4.97 m (16 ft. 0 in.)	4.95 m (16 ft. 3 in.)	4.70 m (15 ft. 5 in.)	4.74 m (15 ft. 7 in.)
<b>B</b> Maximum Dumping Height	3.46 m (11 ft. 4 in.)	3.57 m (11 ft. 9 in.)	3.31 m (10 ft. 10 in.)	3.39 m (11 ft. 1 in.)
<b>C</b> Maximum Digging Depth	3.06 m (10 ft. 0 in.)	3.46 m (11 ft. 4 in.)	3.06 m (10 ft. 0 in.)	3.46 m (11 ft. 4 in.)
<b>D</b> Maximum Digging Reach	5.21 m (17 ft. 1 in.)	5.52 m (18 ft. 1 in.)	5.21 m (17 ft. 1 in.)	5.52 m (18 ft. 1 in.)
<b>E</b> Minimum Front Swing Radius	2.08 m (6 ft. 10 in.)	2.18 m (7 ft. 2 in.)	2.24 m (7 ft. 4 in.)	2.30 m (7 ft. 7 in.)
<b>F</b> Transport Length	4.64 m (15 ft. 3 in.)	4.75 m (15 ft. 7 in.)	4.64 m (15 ft. 3 in.)	4.75 m (15 ft. 7 in.)
<b>Digging Force (ISO)</b>				
Arm	19.0 kN (4,277 lb.)	16.9 kN (3,792 lb.)	19.0 kN (4,277 lb.)	16.9 kN (3,792 lb.)
Bucket	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)

## Machine Dimensions

<b>G</b> Upperstructure Width	1.55 m (5 ft. 1 in.)
<b>H</b> Overall Height	
Canopy	2.48 m (8 ft. 2 in.)
Cab	2.48 m (8 ft. 2 in.)
<b>I</b> Track Width	300 mm (12 in.)
<b>J</b> Undercarriage Width	1.74 m (5 ft. 8 in.)
<b>K</b> Ground Clearance	280 mm (11 in.)
<b>L</b> Tail Swing Radius	
With Standard Arm	870 mm (34 in.)
With Long Arm and Extra Counterweight	880 mm (38 in.)
<b>M</b> Engine Cover Height	1.53 m (5 ft. 0 in.)
<b>N</b> Maximum Blade Lift Above Ground	360 mm (14.2 in.)
<b>O</b> Maximum Blade Drop Below Ground	400 mm (15.7 in.)
<b>Blade</b>	
Width	1.74 m (5 ft. 8 in.)
Height	373 mm (14.7 in.)
<b>P</b> Sprocket Center to Idler Center	1.66 m (5 ft. 5 in.)
<b>Q</b> Undercarriage Length	2.11 m (6 ft. 11 in.)
<b>R</b> Counterweight Clearance	550 mm (22 in.)



## Lift Capacities

### Ground Level at 3.05-m (10 ft.) Radius

Arm	Canopy and Standard Counterweight		Canopy and Extra Counterweight		Cab and Standard Counterweight		Cab and Extra Counterweight	
	Over Front*	Over Side	Over Front	Over Side	Over Front*	Over Side	Over Front*	Over Side
1315-mm (4 ft. 4 in.) Standard	1568 kg (3,453 lb.)	641 kg (1,412 lb.)	1560 kg (3,453 lb.)	765 kg (1,686 lb.)	1568 kg (3,453 lb.)	684 kg (1,506 lb.)	1568 kg (3,453 lb.)	808 kg (1,780 lb.)
1715-mm (5 ft. 8 in.) Long	1601 kg (3,537 lb.)	630 kg (1,389 lb.)	1591 kg (3,507 lb.)	755 kg (1,662 lb.)	1591 kg (3,507 lb.)	672 kg (1,481 lb.)	1591 kg (3,507 lb.)	797 kg (1,755 lb.)

\*Blade down (limited by hydraulics).



# ZX50U-5

## ZAXIS | DASH-5 COMPACT-CLASS EXCAVATORS

<b>Engine</b>				
Manufacturer and Model	Yanmar 4TNV88C			
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV			
Displacement	2.9 L (174 cu. in.)			
Net Power (ISO9249)	26.8 kW (35.9 hp) at 2,400 rpm			
<b>Powertrain</b>				
Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box				
<b>Maximum Travel Speed</b>				
Low	2.5 km/h (1.6 mph)			
High	4.2 km/h (2.6 mph)			
<b>Hydraulics</b>				
Closed center load-sensing with 1 variable-displacement pump				
Pump Flow	120.0 L/m (317 gpm)			
Auxiliary Flow	87.4 L/m (23.1 gpm)			
Controls	Hydraulic pilot-operated controls for boom, arm, bucket, swing, boomswing, blade, travel and auxiliary functions			
<b>Electrical</b>				
Alternator Rating	55 amp			
Working Lights	2 halogen, 1 mounted on operator's station and 1 mounted on boom			
<b>Undercarriage</b>				
Track, Rubber	400 mm (16 in.)			
Ground Pressure	1380-mm (4 ft. 6 in.)	1380-mm (4 ft. 6 in.)	1690-mm (5 ft. 7 in.)	1690-mm (5 ft. 7 in.)
	Standard Arm, Canopy and Standard Counterweight	Standard Arm, Cab and Standard Counterweight	Long Arm, Canopy and Extra Counterweight	Long Arm, Cab and Extra Counterweight
With Rubber Track	26.9 kPa (3.90 psi)	28.3 kPa (4.10 psi)	28.8 kPa (4.17 psi)	29.5 kPa (4.28 psi)
<b>Upperstructure</b>				
Swing Speed	9.0 rpm			
<b>Independent Swing Boom</b>				
Left	80 deg.			
Right	60 deg.			
Swing Brake	Spring-applied, hydraulically released, automatic, disc type			
<b>Serviceability</b>				
<b>Refill Capacities</b>				
Fuel Tank	70 L (18.5 gal.)			
Cooling System	5.0 L (5.3 qt.)			
Engine Oil with Filter	8.6 L (9.1 qt.)			
Hydraulic Tank	56 L (14.8 gal.)			
<b>Operating Weights</b>				
With 400-mm (16 in.) Rubber Track, Straight Blade, Full Fuel Tank and 79-kg (175 lb) Operator	1380-mm (4 ft. 6 in.) Standard Arm, Canopy and Standard Counterweight	1380-mm (4 ft. 6 in.) Standard Arm, Cab and Standard Counterweight	1690-mm (5 ft. 7 in.) Long Arm, Canopy and Extra Counterweight	1690-mm (5 ft. 7 in.) Long Arm, Cab and Extra Counterweight
	4790 kg (10,560 lb)	4920 kg (10,847 lb)	5018 kg (11,063 lb)	5148 kg (11,349 lb)
Optional Angle Blade Counterweight	409 kg (902 lb.)			
Standard	700 kg (1543 lb.)			
	Additional			
Additional	200 kg (441 lb.)			

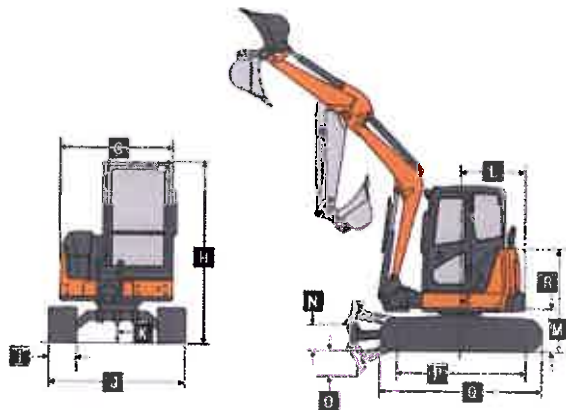
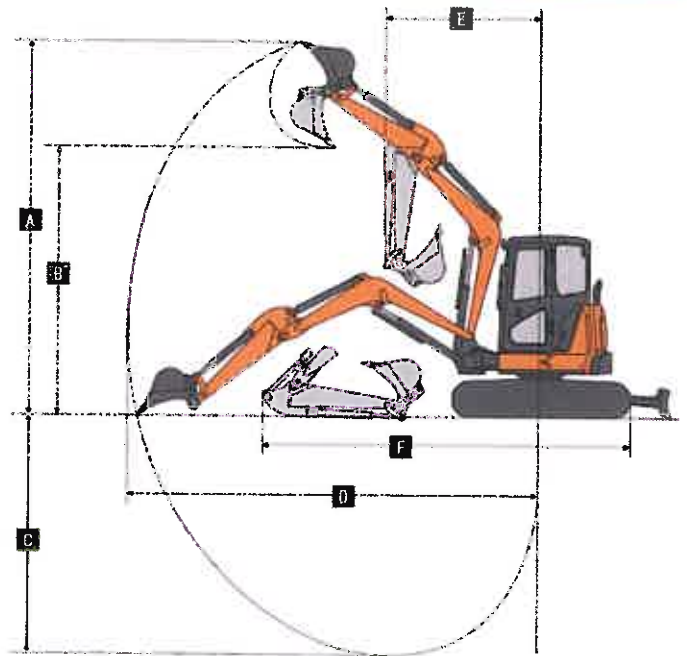
# DASH-5

## Operating Dimensions

	1380-mm (4 ft. 6 in.) Standard Arm and Canopy		1690-mm (5 ft. 7 in.) Long Arm and Canopy		1380-mm (4 ft. 6 in.) Standard Arm and Cab		1690-mm (5 ft. 7 in.) Long Arm and Cab	
<b>A</b> Maximum Cutting Height	5.75 m (18 ft. 10 in.)		6.00 m (18 ft. 8 in.)		5.75 m (18 ft. 10 in.)		6.00 m (19 ft. 8 in.)	
<b>B</b> Maximum Dumping Height	4.07 m (13 ft. 4 in.)		4.31 m (14 ft. 2 in.)		4.07 m (13 ft. 4 in.)		4.31 m (14 ft. 2 in.)	
<b>C</b> Maximum Digging Depth	3.63 m (11 ft. 7 in.)		3.83 m (12 ft. 7 in.)		3.63 m (11 ft. 7 in.)		3.83 m (12 ft. 7 in.)	
<b>D</b> Maximum Digging Reach	5.86 m (19 ft. 7 in.)		6.26 m (20 ft. 6 in.)		5.86 m (19 ft. 7 in.)		6.26 m (20 ft. 6 in.)	
<b>E</b> Minimum Front Swing Radius	2.21 m (7 ft. 3 in.)		2.30 m (7 ft. 7 in.)		2.21 m (7 ft. 3 in.)		2.30 m (7 ft. 7 in.)	
<b>F</b> Transport Length	5.47 m (17 ft. 11 in.)		5.52 m (18 ft. 1 in.)		5.47 m (17 ft. 11 in.)		5.52 m (18 ft. 1 in.)	
<b>Digging Force (ISO)</b>								
Arm	24.0 kN (5,401 lb.)		21.0 kN (4,718 lb.)		24.0 kN (5,401 lb.)		21.0 kN (4,718 lb.)	
Bucket	38.8 kN (8,267 lb.)		38.8 kN (8,267 lb.)		38.8 kN (8,267 lb.)		38.8 kN (8,267 lb.)	

## Machine Dimensions

<b>G</b> Upperstructure Width	1.85 m (6 ft. 1 in.)
<b>H</b> Overall Height	
Canopy	2.53 m (8 ft. 4 in.)
Cab	2.59 m (8 ft. 4 in.)
<b>I</b> Track Width	400 mm (16 in.)
<b>J</b> Undercarriage Width	2.00 m (6 ft. 7 in.)
<b>K</b> Ground Clearance	340 mm (13 in.)
<b>L</b> Tail Swing Radius	
With Standard Arm	1.00 m (39 in.)
With Long Arm and Extra Counterweight	1.10 m (43 in.)
<b>M</b> Engine Cover Height	1.59 m (5 ft. 3 in.)
<b>N</b> Maximum Blade Lift Above Ground	460 mm (18 in.)
<b>O</b> Maximum Blade Drop Below Ground	360 mm (14 in.)
<b>Blade</b>	
Width	2.00 m (6 ft. 7 in.)
Height	375 mm (15 in.)
<b>P</b> Sprocket Center to Idler Center	2.00 m (6 ft. 7 in.)
<b>Q</b> Track Length	2.50 m (8 ft. 2 in.)
<b>R</b> Counterweight Clearance	610 mm (24 in.)



## Lift Capacities

Ground Level at 3.05-m (10 ft.) Radius

Arm	Canopy and Standard Counterweight		Canopy and Extra Counterweight		Cab and Standard Counterweight		Cab and Extra Counterweight	
	Over Front*	Over Side	Over Front	Over Side	Over Front*	Over Side	Over Front*	Over Side
1380-mm (4 ft. 6 in.) Standard	2511 kg (5,531 lb.)	1110 kg (2,444 lb.)	2511 kg (5,531 lb.)	1232 kg (2,714 lb.)	2511 kg (5,531 lb.)	1150 kg (2,534 lb.)	2511 kg (5,531 lb.)	1273 kg (2,803 lb.)
1690-mm (5 ft. 7 in.) Long	2477 kg (5,456 lb.)	1088 kg (2,398 lb.)	2477 kg (5,456 lb.)	1210 kg (2,668 lb.)	2477 kg (5,456 lb.)	1129 kg (2,486 lb.)	2477 kg (5,456 lb.)	1251 kg (2,756 lb.)

\*Blade down (limited by hydraulics).

# ZX60USB-5

ZAXIS | DASH-5 COMPACT-CLASS EXCAVATORS

<b>Engine</b>		<b>ZX60USB-5</b>			
Manufacturer and Model	Yanmar 4TNV98C				
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV				
Displacement	3.3 L (203 cu. in.)				
Net Power (ISO9249)	39.6 kW (53 hp) at 2,000 rpm				
<b>Powertrain</b>		Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box			
<b>Maximum Travel Speed</b>					
Low	2.9 km/h (1.8 mph)				
High	4.8 km/h (3.0 mph)				
<b>Hydraulics</b>					
Closed center load-sensing with 1 variable-displacement pump					
Pump Flow	144 L/m (38.0 gpm)				
Auxiliary Flow	92 L/m (24.2 gpm)				
Controls	Hydraulic pilot-operated controls for boom, arm, bucket, swing, boomswing, blade, travel and auxiliary functions				
<b>Electrical</b>					
Alternator Rating	55 amp				
Working Lights	2 halogen: 1 mounted on boom and 1 mounted on frame				
<b>Undercarriage</b>					
Track, Rubber	400 mm (16 in.)				
Ground Pressure	1500-mm (4 ft. 11 in.)		1850-mm (6 ft. 1 in.)		
	Standard Arm and Standard Counterweight		Long Arm and Extra Counterweight		
With Rubber Track	35 kPa (5.12 psi)		37 kPa (5.37 psi)		
<b>Operative</b>					
Swing Speed	9.5 rpm				
<b>Independent Swing Boom</b>					
Left	80 deg.				
Right	60 deg.				
Swing Brake	Spring-applied, hydraulically released, automatic, disc type				
<b>Serviceability</b>					
<b>Refill Capacities</b>					
Fuel Tank	120 L (317 gal.)				
Cooling System	77 L (8.1 qt.)				
Engine Oil with Filter	112 L (118 qt.)				
Hydraulic Tank	80 L (211 gal.)				
<b>Operating Weights</b>					
With 0.22-m <sup>3</sup> (78 cu. ft.) Bucket, Full Fuel Tank and 79-kg (175 lb.) Operator	1500-mm (4 ft. 11 in.)	1500-mm (4 ft. 11 in.)	1850-mm (6 ft. 1 in.)	1850-mm (6 ft. 1 in.)	
	Standard Arm, Standard Counterweight and Rubber Tracks	Standard Arm, Standard Counterweight and Steel Tracks	Long Arm, Extra Counterweight and Rubber Tracks	Long Arm, Extra Counterweight and Steel Tracks	
Optional Angle Blade	6145 kg (13,547 lb.)	6245 kg (13,768 lb.)	6443 kg (14,204 lb.)	6543 kg (14,425 lb.)	
<b>Counterweight</b>					
Standard	745 kg (1,642 lb.)				
Additional	270 kg (595 lb.)				

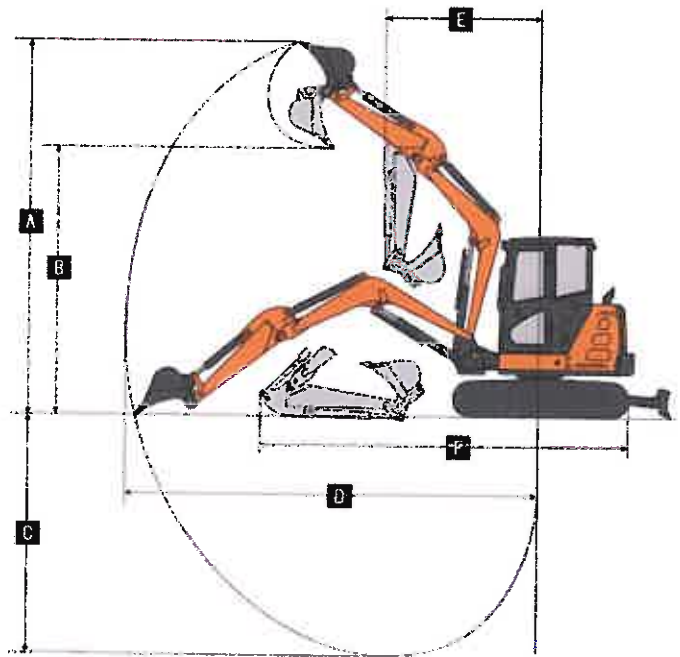
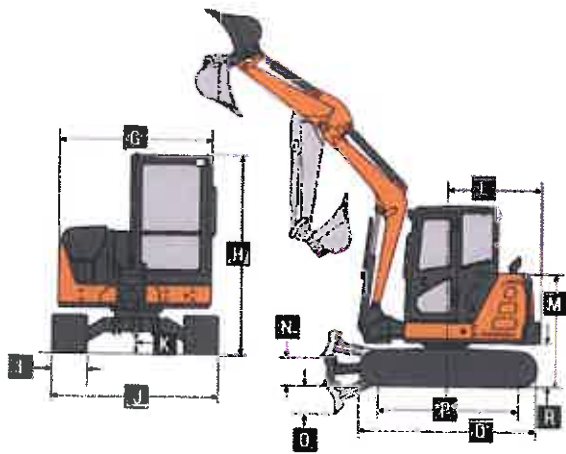
# DASH 5

## Operating Dimensions

	ZX60US-5 1500-mm (4 ft. 11 in.) Standard Arm	1850-mm (6 ft. 1 in.) Long Arm
A	Maximum Cutting Height 5.96 m (19 ft. 7 in.)	6.19 m (20 ft. 4 in.)
B	Maximum Dumping Height 4.17 m (13 ft. 9 in.)	4.41 m (14 ft. 6 in.)
C	Maximum Digging Depth 3.77 m (12 ft. 4 in.)	4.12 m (13 ft. 6 in.)
D	Maximum Digging Reach 6.23 m (20 ft. 5 in.)	6.56 m (21 ft. 6 in.)
E	Minimum Front Swing Radius 2.45 m (8 ft. 0 in.)	2.54 m (8 ft. 4 in.)
F	Transport Length 5.76 m (18 ft. 11 in.)	5.90 m (19 ft. 4 in.)
<b>Digging Force (ISO)</b>		
	Arm 31.1 kN (6,989 lb.)	27.0 kN (6,063 lb.)
	Bucket 41.1 kN (9,237 lb.)	41.1 kN (9,237 lb.)

## Machine Dimensions

G	Upperstructure Width 2.00 m (6 ft. 7 in.)
H	Overall Height 2.54 m (8 ft. 4 in.)
I	Track Width 400 mm (16 in.)
J	Undercarriage Width 2.00 m (6 ft. 7 in.)
K	Ground Clearance 340 mm (13 in.)
L	Tail Swing Radius
	With Standard Arm 1.30 m (4 ft. 3 in.)
	With Long Arm and Extra Counterweight 1.41 m (4 ft. 8 in.)
M	Engine Cover Height 1.60 m (5 ft. 3 in.)
N	Maximum Blade Lift Above Ground 460 mm (18 in.)
O	Maximum Blade Drop Below Ground 370 mm (15 in.)
<b>Blade</b>	
	Width 2.00 m (6 ft. 7 in.)
	Height 420 mm (16 in.)
P	Sprocket Center to Idler Center 1.99 m (6 ft. 6 in.)
Q	Track Length 2.50 m (8 ft. 2 in.)
R	Counterweight Clearance 620 mm (24 in.)



## Lift Capacities

### Ground Level at 3.05-m (10 ft.) Radius

Arm	Standard Counterweight and Rubber Track		Standard Counterweight and Steel Track		Extra Counterweight and Rubber Track		Extra Counterweight and Steel Track	
	Over Front*	Over Side	Over Front*	Over Side	Over Front*	Over Side	Over Front*	Over Side
1500-mm (4 ft. 11 in.) Standard	3785 kg (8,345 lb.)	1463 kg (3,225 lb.)	3785 kg (8,345 lb.)	1490 kg (3,284 lb.)	3785 kg (8,345 lb.)	1657 kg (3,652 lb.)	3785 kg (8,345 lb.)	1683 kg (3,711 lb.)
1850-mm (6 ft. 1 in.) Long	3719 kg (8,189 lb.)	1444 kg (3,184 lb.)	3719 kg (8,193 lb.)	1471 kg (3,243 lb.)	3719 kg (8,189 lb.)	1638 kg (3,612 lb.)	3719 kg (8,153 lb.)	1665 kg (3,671 lb.)

\*Blade down (limited by hydraulics).





# DASH-5

## ADDITIONAL EQUIPMENT

Key: ● Standard ▲ Optional or special

### 35 50 60 Engine

- ● ● Meets EPA Final Tier 4/EU Stage IV emissions
- ● ● Engine coolant to -37 deg. C (-34 deg. F)
- ● ● Engine preheater
- ● ● Fan guard
- ● ● Fuel/water separator
- ● ● Full-flow oil filter
- ● ● Isolation mounted
- ● ● Key start switch with electric fuel shutoff
- ● ● Single dry-type air filter

### Hydraulic System

- ● ● Auxiliary function right-hand pilot lever control
- ● ● Auxiliary hydraulic lines with quick couplers to end of boom
- ● ● Auxiliary return-flow selector valve
- ● ● Axial piston swing motor
- ● ● Boom-swing foot control
- ● ● Excavator-to-backhoe control pattern change valve
- Open center with 2 variable-displacement pumps and 1 fixed-gear pump
- ● Closed center load-sensing with 1 variable-displacement pump
- ● ● Hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, blade, travel and auxiliary functions
- ● ● Wet-disc swing brake

### Undercarriage

- ● ● Planetary final drive
- ● ● Propel motor shield
- ● ● 2-speed axial-piston propel motors
- Rubber track, 300 mm (12 in.)
- ● Rubber track, 400 mm (16 in.)
- ▲ Steel track, 300 mm (12 in.) with triple semi-grousers
- ▲ ▲ Steel track, 400 mm (16 in.) with triple semi-grousers
- ▲ Rubber crawler pad, 300 mm (12 in.)
- ▲ ▲ Rubber crawler pad, 400 mm (16 in.)

### 35 50 60 Upperstructure

- ● ● 360-deg. rotation
- Counterweight, 540 kg (1,190 lb.)
- Counterweight, 700 kg (1,543 lb.)
- Counterweight, 745 kg (1,642 lb.)
- ● ● Hinged service-access doors
- ● ● Toolbox
- ● ● ROPS/TOPS/FOPS canopy
- ▲ ▲ ● ROPS/TOPS/FOPS (cab) with air conditioning and heater
- ● ● Vandal protection for service doors, fuel cap and toolbox
- ● Zero-tail-swing configuration
- Reduced-tail-swing configuration

### Front Attachments

- Arm, 1316 mm (4 ft. 4 in.)
- Arm, 1380 mm (4 ft. 6 in.)
- Arm, 1500 mm (4 ft. 11 in.)
- ▲ Long arm, 1690 mm (5 ft. 7 in.), includes additional 200-kg (595 lb.) counterweight
- ▲ Long arm, 1715 mm (5 ft. 8 in.), includes additional 240-kg (549 lb.) counterweight
- ▲ Long arm, 1850 mm (6 ft. 1 in.), includes additional 270-kg (595 lb.) counterweight
- ● ● Articulation hose shield
- Backfill blade, 1.74 m (5 ft. 9 in.)
- ● Backfill blade, 2.00 m (6 ft. 7 in.)
- ▲ ▲ ▲ Hydraulic angle backfill blade
- Boom, 2.465 m (8 ft. 1 in.)
- Boom, 2.85 m (9 ft. 4.2 in.)
- Boom, 2.965 m (9 ft. 9 in.)
- ● ● Mechanical quick-coupler
- ▲ ▲ ▲ Augers: Planetary / Chain drive / Bits / Bit adapters
- ▲ ▲ ▲ Clamp
- ▲ ▲ ▲ Hammers: Points / Tools
- ▲ ▲ ▲ Quick-coupler buckets: Bucket teeth / Ditching / Heavy-duty

### 35 50 60 Operator's Station

- ● ● Horn
- ● ● Hour meter
- ● ● Instrumentation lights
- ● ● Monitor system: Preheat indicator / Engine-oil-pressure indicator with alarm / Alternator voltage indicator / Fuel gauge and low-fuel-level indicator / Engine-coolant-temperature gauge and engine coolant meter / Work lights indicator
- ● ● Motion alarm with cancel switch
- ● ● Work lights switch
- ● ● Propel levers and foldable pedals
- ● ● 2 travel speeds with automatic shifting
- ● ● Seat belt, 51 mm (2 in.), retractable
- ▲ ▲ ▲ Seat belt, 76 mm (3 in.), retractable
- ● Vinyl seat with fore/aft adjustment
- ▲ ▲ ● Suspension seat (cloth)
- ▲ ▲ ▲ Front screen
- ▲ ▲ ▲ Rear secondary exit kit

### Electrical

- ● ● 12-volt accessory outlet
- ● ● Alternator, 55 amp
- ● ● Low-maintenance battery
- ● ● Blade-type multi-fused circuits
- ● ● Positive-terminal battery covers
- ▲ ▲ ▲ ZXLink™ wireless communication system (available in specific countries, see your dealer for details)

### Lights

- ● ● Work lights: Halogen / 1 mounted on operator's station / 1 mounted on boom

See your Hitachi dealer for further information.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator and cooling fan at test conditions per ISO 9249. These conditions are not equipped with spark-arrestor mufflers. Usage in forestry applications is not recommended. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard arm, full fuel tanks and 79-kg (175 lb.) operators; a ZX50U-5 canopy unit with 610-mm (24 in.), 0.11-m<sup>3</sup> (4 cu. ft.) bucket, 300-mm (12 in.) rubber track and 540-kg (1,190 lb.) counterweight; a ZX50U-5 canopy unit with 610-mm (24 in.), 0.16-m<sup>3</sup> (5.7 cu. ft.) bucket, 400-mm (16 in.) rubber track and 700-kg (1,543 lb.) counterweight; a ZX50U-SB-5 cab unit with 0.19-m<sup>3</sup> (6.8 cu. ft.) bucket, 400-mm (16 in.) rubber track and 745-kg (1,642 lb.) counterweight.

# HITACHI

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