



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

Request for Quotation

RFQ NUMBER
 707EC020

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JOHN JOHNSTON
 304-558-2402

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

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/07/2007 | | | | |

BID OPENING DATE: ~~04/11/2007~~ 5/9/07 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|------------------------------------|----------------------|---------------|
| 0001 | 1 | EA | | 760-51 | Machine | \$ 25,220.00 |
| | | | | SKID STEER LOADER WITH ATTACHMENTS | machine + all attach | \$ 265,423.45 |
| <p>OPEN END CONTRACT</p> <p>TO PROVIDE SKID STEER LOADER WITH ATTACHMENTS AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 351-2-F</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 3/29/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON TUESDAY, 3/20/07.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p> | | | | | | |

RECEIVED

2007 MAY -9 P 12:15

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 776 4405 DATE: 5/8/07

TITLE: *Vice President* FEIN: 55 065 8298 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
707EC020

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

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

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 03/07/2007 | | | | |

BID OPENING DATE: **04/11/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| <p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304 776 4405 | DATE 5/8/07 |
| TITLE Vice President | FEIN 55 0658298 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

RFO NUMBER
707EC020

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR

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

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 03/07/2007 | | | | |
| BID OPENING DATE: 04/11/2007 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | 304 776 4405 | 5/8/07 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Vice President | 550656298 | |

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 707EC020 |

| |
|------|
| PAGE |
| 4 |

| |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| JOHN JOHNSTON 304-558-2402 |

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

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/07/2007 | | | | |

BID OPENING DATE: 04/11/2007 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | 304 776 4405 | 5/8/07 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Vendor President | 550658298 | |

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



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

Request for Quotation

RFQ NUMBER
707EC020

PAGE
5

ADDRESS-CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR

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

SHIP TO

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

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 03/07/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **04/11/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304 776 4405 | DATE 5/8/07 |
| TITLE <i>Vice President</i> | FEIN 550658298 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

RFQ NUMBER
 707EC020

PAGE
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN JOHNSTON
 304-558-2402

VENDOR

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

SHIP TO

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

| | | | | |
|------------------------------|---------------|------------------|--------|---------------|
| DATE PRINTED 03/07/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: 04/11/2007 | | BID OPENING TIME | | 01:30PM |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 776 4405 DATE: 5/8/07

TITLE: *Vice President* FEIN: 550658298 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
707EC020

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR

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

SHIP TO

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

| | | | | |
|-------------------------------------|---------------|---------------------------------|--------|---------------|
| DATE PRINTED 03/07/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: 04/11/2007 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: <u>State Equipment Inc.</u> DATE: <u>4/8/07</u> SIGNED: <u>[Signature]</u> TITLE: <u>Vice President</u> * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: [Signature] TELEPHONE: 304 776 4405 DATE: 5/8/07

TITLE: Vice President FEIN: 55 065 8298 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

| |
|------------|
| RFO NUMBER |
| 707EC020 |

| |
|------|
| PAGE |
| 8 |

| |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JOHN JOHNSTON 304-558-2402 |

| | |
|----------------------------|------------------------------|
| V E N D O R | *709054014 304-776-4406 |
| | STATE EQUIPMENT INC |
| | PO BOX 3939 |
| | CHARLESTON WV 25339 |

| | |
|----------------------------|---|
| S H I P T O | DIVISION OF HIGHWAYS |
| | EQUIPMENT DIVISION |
| | ROUTE 33 |
| | BRUSHY FORK ROAD |
| | BUCKHANNON, WV 26201 304-472-1750 |

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/07/2007 | | | | |

BID OPENING DATE: 04/11/2007 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|----------------|----------------------|-------------|
| SEALED BID | | | | | | |
| BUYER: | | | | 33 | | |
| RFQ. NO.: | | | | 707EC020 | | |
| BID OPENING DATE AND TIME | | | | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| | | | | (304) 776-4409 | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| | | | | Jason Lamm | | |
| ***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL: | | | | | | |
| | | | | | Machine only | \$25,220.00 |
| | | | | | Machine + all attach | 265,423.45 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>[Signature]</i> | 304 776 4405 | 5/8/07 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Vic President | 55 065 8298 | |

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 351-2-F

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

1.0 PURPOSE

It is the purpose of these specifications to describe a Skid Steer Loader with Attachments Including Costs (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor including all attachments that meets or exceeds the specifications.

Prices for the units with attachments shall be in quantities of 1-5, 6-10 and 11 and over. However, for evaluation purposes, we will use quantities 1-5 for loader and all attachments. DOH reserves the right to place multiple orders in any quantity. Orders placed may be with one (1) or all attachments. Attachments may be ordered as needed.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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

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

6.3 TRAINING:

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

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

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the

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

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

6.5 WARRANTY AND SERVICE POLICY

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

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit including attachments.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The unit furnished under this specification shall be of the latest improved model in current production as offered to commercial trade and to be of good quality as to workmanship and material used. This bid represents that all the equipment offered in this advertisement shall be new.

The unit will be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be included. All parts to conform in strength, quality and workmanship to the accepted standards of the industry. Any variation from these specifications must be indicated on the bid or on a separate attachment to the bid. This sheet must be labeled as such.

- 8.1 Operating weight of skid steer unit shall be a minimum of 6875 lbs.
- 8.2 Wheelbase: 41.8 inches minimum
- 8.3 Diesel Engine:
 - 8.3.1 Horsepower (Net) 68 HP minimum
 - 8.3.2 Engine pre-heat system shall be provided
 - 8.3.3 Manufacturer's recommended fuel filter with water separator to be provided
 - 8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature
 - 8.3.5 Dry type air filtration with primary and secondary elements

8.4 Hydraulic System:

- 8.4.1 Auxiliary hydraulics 19.3 GPM minimum
- 8.4.2 Unit shall have high flow hydraulic system providing adequate flow and pressure for specified attachments.
- 8.4.3 Filtration approximately 3 micron
- 8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge.
- 8.4.5 Hydraulic hoses to be cordova wrapped for operator protection
- 8.4.6 Auxiliary front hydraulics with couplers shall be provided with easy access with controls at operation station.

8.5 Electrical System:

- 8.5.1 Manufacturer's heavy duty 12 volt system
- 8.5.2 Alternator 70 Amps minimum
- 8.5.3 Battery to be manufacturers heavy duty maintenance free 12 volt approximately 850 CCA
- 8.5.4 Work lights, dual front halogen; one rear halogen minimum

8.6 Instrumentation: Shall be provided with audible and/or lighted warnings

- 8.6.1 Fuel level
- 8.6.2 Battery voltage
- 8.6.3 Engine coolant temperature
- 8.6.4 Transmission charge pressure
- 8.6.5 Hydraulic oil temperature
- 8.6.6 Engine oil pressure
- 8.6.7 Engine air cleaner restriction
- 8.6.8 Park brake reminder
- 8.6.9 Seat belt reminder

8.7 Tires:

8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating

8.8 Safety:

8.8.1 Backup alarm (OSHA approved)

8.8.2 Certified ROPS and FOPS shall be provided

8.8.3 Parking brake manufacturers standard

8.8.4 All manufacturers safety related decals and safe operation recommendations shall be affixed to each unit upon delivery

8.8.5 Rear view mirror shall be provided

8.8.6 Unit shall be equipped with rear window emergency escape

8.8.7 Low profile strobe light must be mounted for 360° visibility (Aero-Flash M-420 or equal)

8.8.8 Front and rear emergency flashers shall be provided

8.8.9 Fire extinguisher bracket

8.9 Accessories:

8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments

8.9.2 Rear counterweights must be provided to adequately balance unit with heaviest attachment mounted.

8.9.3 Vinyl suspension seat with automotive type seat belt shall be provided

8.9.4 Cab-all-weather enclosure with sliding side glasses

8.9.5 Front door with wiper, washer shall be provided

8.9.6 Unit must have manufacturers heater/defroster/with air conditioner

8.9.7 Unit shall be hydrostatic all wheel drive

8.9.8 Integral belly plate

8.10 Paint:

8.10.1 Manufacturers recommended paint preparation and color to be provided

9.0 Attachments with attachment control kit:

9.1 All attachments must be mounted on a quick-change mechanism. (Ref. 8.9.1)

9.2 Backhoe operation must be possible with the lift arms in the down position.

~~9.3~~ A remote attachment control device should be available for specified attachments (marked by an “*”) to start the loader and operate the attachment from the outside the operator control area.

Delete

9.4 A single control unit should be provided which will control all available attachments.

9.5 The following attachments should be available:

- 9.5.1 Angle Broom*
- 9.5.2 Auger
- 9.5.3 Backhoe
- 9.5.4 Bale Fork
- 9.5.5 Box Blade
- 9.5.6 Box Blade with Laser Receiver*
- 9.5.7 Breaker
- 9.5.8 Brush Saw
- 9.5.9 Brushcat Rotary Cutter
- 9.5.10 Buckets
 - 9.5.10.1 Construction 325
 - 9.5.10.2 Construction 78 inch HD
 - 9.5.10.3 Construction 84 inch HD
 - 9.5.10.4 Foundry 72 inch
 - 9.5.10.5 Foundry 78 inch HD
 - 9.5.10.6 Manure/Slurry 72 inch
 - 9.5.10.7 Manure/Slurry 84 inch
 - 9.5.10.8 Multi-Purpose 72 inch
 - 9.5.10.9 Multi-Purpose 78 inch
 - 9.5.10.10 Multi-Purpose 84 inch
 - 9.5.10.11 Tooth 72 inch
 - 9.5.10.12 Tooth 78 inch HD
 - 9.5.10.13 Tooth 84 inch HD
 - 9.5.10.14 Utility 72 inch
 - 9.5.10.15 Utility 78 inch HD
 - 9.5.10.16 Utility 84 inch HD
- 9.5.11 Chipper*
- 9.5.12 Combination Bucket
- 9.5.13 Concrete Mixer*

9.5.14 Concrete Pump
 9.5.15 Digger
 9.5.16 Dozer Blade
 9.5.17 Drop Hammer
 9.5.18 Dumping Hopper
 9.5.19 Flail Cutter
 9.5.20 Forks, Utility
 9.5.21 Grader
 9.5.22 Grapple, Industrial
 9.5.23 Grapple, Root
 9.5.24 Hydraulic Breaker
 9.5.25 Landplane
 9.5.26 Landscape Rake
 9.5.27 Mower
 9.5.28 Packer Wheel
 9.5.29 Pallet Fork – Heavy Duty
 9.5.30 Pallet Fork – Hydraulic
 9.5.31 Planer:
 9.5.31.1 Standard*
 9.5.31.2 Curb*
 9.5.31.3 High Flow*
 9.5.32 Scarifier
 9.5.33 Scraper
 9.5.34 Seeder
 9.5.35 Snowblade
 9.5.36 Snow B-Blade*
 9.5.37 Snowblower*
 9.5.38 Sod Layer
 9.5.39 Soil Conditioner:
 9.5.39.1 Manual*
 9.5.39.2 Hydraulic*
 9.5.40 Spreader
 9.5.41 Stabilizer
 9.5.42 Stump Grinder*
 9.5.43 Sweeper
 9.5.44 Three-Point Hitch
 9.5.45 Tiller
 9.5.46 Tracks, steel
 9.5.47 Tree Spade*
 9.5.48 Trench Compactor
 9.5.49 Trencher
 9.5.50 Utility Frame
 9.5.51 Vibratory Roller
 9.5.52 Water Kit
 9.5.53 Wheel Saw
 9.5.54 Whisker Broom

- 10.0 Vendor must certify that unit offered will meet or exceed the "Occupational Safety And Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of unit.
- 11.0 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.
- 12.0 Preventive Maintenance and Operators Orientation/Training:
12.1 The manufacturer or dealer shall provide a minimum of one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids; i.e., videos, charts, manuals, etc. to be furnished by successful vendor. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc. required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

Vendors should type the Bidder's Evaluation Report
BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 351-2-F

SKID STEER LOADER WITH ATTACHMENTS

NOTE TO BIDDER: Procurement Specification No. 351-2-F, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707ECO20

Bidder's Name: State Equipment, Inc.

Address: 560 New Goff Mtn. Rd. Cross Lanes, WV 25313

Telephone Number: (304) 776-4405

Years Bidder has been registered to do business with the State of West Virginia: 22 YRS.

Years Company has been an authorized dealer for proposed unit: 22 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30-45 Calendar Days After Date of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1 Price for loader only in quantities of

| | | |
|-------------|------------------|----------|
| 1-5 | <u>25,220.00</u> | per unit |
| 6-10 | <u>25,220.00</u> | per unit |
| 11 and over | <u>25,220.00</u> | per unit |

Prices for loader and all attachments in quantities of

| | | |
|-------------|-------------------|----------|
| 1-5 | <u>265,423.45</u> | per unit |
| 6-10 | <u>265,423.45</u> | per unit |
| 11 and over | <u>265,423.45</u> | per unit |

X6.0 SPECIFICATIONS - GENERAL

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

Case 430

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

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

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

| | | |
|--------|--------------|---------------|
| BELTS: | DESCRIPTION: | PART NUMBERS: |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

| | | |
|---|--------------------------|--------------------------|
| BATTERY MAKE: _____ | MODEL: _____ | CCA: _____ |
| TOP OR SIDE POST: _____ | DIMENSIONS: LENGTH _____ | WIDTH _____ HEIGHT _____ |
| SPARK PLUGS OR FUEL INJECTORS MAKE: _____ | PART # _____ | |
| FUEL PUMP OR INJECTION PUMP MAKE: _____ | MODEL: _____ | |
| ALTERNATOR MAKE: _____ | PART #: _____ | |
| STARTER MAKE: _____ | PART #: _____ | |
| TURBO CHARGER MAKE: _____ | PART #: _____ | |
| TRANS. MAKE: _____ | MODEL: _____ | AUTO/MANUAL: _____ |
| HYDRAULIC PUMP MAKE: _____ | MODEL: _____ | |

| FILTERS | MAKE | PART NO. | LUBRICANT | MANUFACTURER TYPE |
|----------------|-------|----------|----------------|-------------------|
| OIL | _____ | _____ | ENGINE | _____ |
| AIR INNER | _____ | _____ | TRANSMISSION | _____ |
| AIR OUTER | _____ | _____ | POWER STEERING | _____ |
| FUEL PRIMARY | _____ | _____ | HYDRAULIC | _____ |
| FUEL SECONDARY | _____ | _____ | DIFFERENTIALS | _____ |
| COOLANT | _____ | _____ | BRAKE FLUID | _____ |
| HYDRAULIC | _____ | _____ | COOLANT | _____ |
| OTHER | _____ | _____ | OTHER | _____ |

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?
 YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included for unit and attachments?
 YES NO

Describe:

State is required to haul unit to our location for
warranty claims

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

See attached copy

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

All warranty service to be performed at our facility

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

Charleston, WV, Bridgeport WV, Beckley WV, Parkersburg WV

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

- A. Terms: Net 30 Manufacturer's published list price less: 0 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % discount

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

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

A. Shop Rate \$ 90⁰⁰ per mechanic hour

B. Travel Time Charge \$ 90⁰⁰ per mechanic hour
(Specify if one-way) 90⁰⁰ ; port to port 90⁰⁰

C. Mileage Charge \$ 1²⁵ per vehicle mile
(Specify if one-way) 1²⁵ ; port to port 1²⁵

D. Field Mechanic Rate \$ 90⁰⁰ per mechanic hour

E. Specify period of time that prices are in effect: 12 months

F. Surcharge for miscellaneous items: 2 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: Case Model: 430

Will the unit be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation YES NO

Are all parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment be included? YES NO

X8.1 Operating weight of skid steer unit: 7050 lbs.

X8.2 Wheelbase: 43.1 inches

X8.3 Diesel Engine:

X8.3.1 Horsepower (Net): 80 HP

X8.3.2 Is engine pre-heat system provided YES NO

X8.3.3 Is manufacturer's recommended fuel filter with water separator provided? YES NO

Manufacturer: Fleetguard

- X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature YES ___ NO
- X8.3.5 Dry type air filtration with primary and secondary elements YES ___ NO
- X8.4 Hydraulic System:
- X8.4.1 Auxiliary hydraulics: 32.6 GPM
- X8.4.2 Does unit have high flow hydraulic system providing adequate flow and pressure for specified attachments YES ___ NO
- X8.4.3 Filtration: 6 micron
- X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES ___ NO
- Is gallons label and sight gauge included YES ___ NO
- X8.4.5 Are hydraulic hoses cordova wrapped for operator protection YES ___ NO
- X8.4.6 Are auxiliary front hydraulics with couplers provided with easy access with controls at operator station YES ___ NO
- X8.5 Electrical System:
- X8.5.1 Manufacturers heavy duty 12 volt system YES ___ NO Manufacturer: _____
- X8.5.2 Alternator: 95 amps
- X8.5.3 Battery manufacturers heavy duty maintenance free 12 volt YES ___ NO CCA: 850
- X8.5.4 Work lights, dual front halogen; at least one rear halogen YES ___ NO
- X8.6 Instrumentation: Audible and/or lighted warnings YES ___ NO
- X8.6.1 Fuel level YES ___ NO
- X8.6.2 Battery voltage YES ___ NO
- X8.6.3 Engine coolant temperature YES ___ NO
- X8.6.4 Transmission charge pressure YES ___ NO
- X8.6.5 Hydraulic oil temperature YES ___ NO
- X8.6.6 Engine oil pressure YES ___ NO
- X8.6.7 Engine air cleaner restriction YES ___ NO

- X8.5.8 Park brake reminder YES ___ NO
- X8.5.9 Seat belt reminder YES ___ NO
- X8.7 Tires:
- X8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating YES ___ NO
 Manufacturer: Havler SKS
- X8.8 Safety:
- X8.8.1 Backup alarm (OSHA approved) YES ___ NO
- X8.8.2 Certified ROPS and FOPS YES ___ NO
- X8.8.3 Parking brake manufacturers standard YES ___ NO
- X8.8.4 All manufacturers safety related decals and safe operation recommendations affixed to each unit upon delivery YES ___ NO
- X8.8.5 Rear view mirror YES ___ NO
- X8.8.6 Equipped with rear window emergency escape YES ___ NO
- X8.8.7 Low profile strobe light mounted for 360° visibility YES ___ NO
 Manufacturer/Model: ELCO
- X8.8.8 Front and rear emergency flashers YES ___ NO
- X8.8.9 Fire extinguisher bracket YES ___ NO
- X8.9 Accessories:
- X8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments YES ___ NO
- X8.9.2 Rear counterweights provided to adequately balance unit with heaviest attachment mounted YES ___ NO
- X8.9.3 Vinyl suspension seat with automotive type seat belt YES ___ NO
- X8.9.4 Cab-all-weather enclosure with sliding side glasses YES ___ NO
- X8.9.5 Front door with wiper, washer YES ___ NO
- X8.9.6 Does unit have manufacturers heater/defroster/with air conditioner YES ___ NO

X8.9.7 Is unit hydrostatic all wheel drive

YES NO

X8.9.8 Integral belly plate

YES NO

X8.10 Paint:

X8.10.1 Describe manufacturers recommended paint preparation and color: _____

X9.0 Attachments with attachment control kit:

X9.1 Are all attachments mounted on a quick-change mechanism

YES NO

X9.2 Backhoe operation possible with the lift arms in the down position

YES NO

~~X9.3 Is a remote attachment control device available for specified attachments (marked by an "**") to start the loader and operate the attachment from the outside the operator control area~~ YES NO

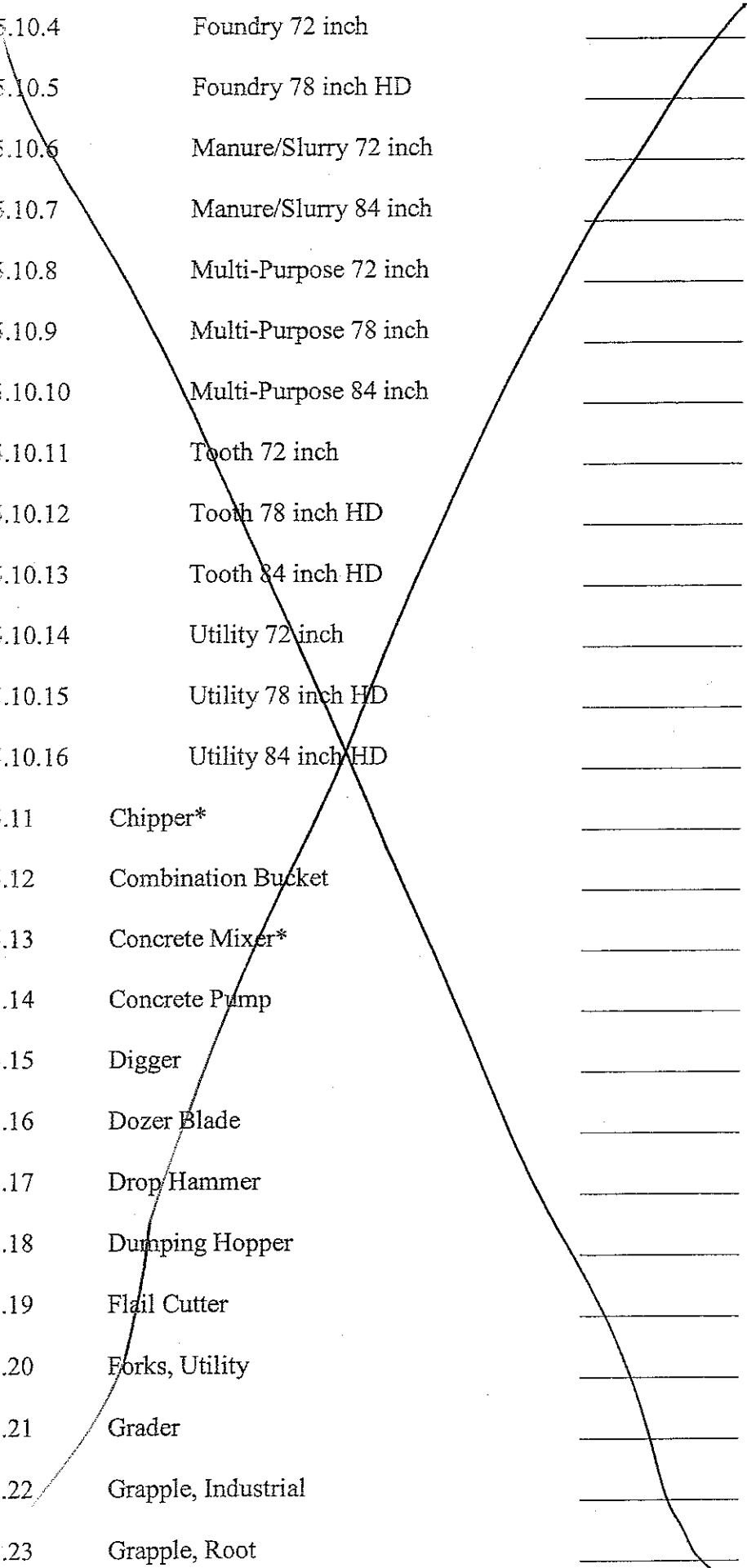
X9.4 Is a single control unit provided which will control all available attachments

YES NO

X9.5 Attachments and pricing:

- X9.5.1 Angle Broom* _____
- X9.5.2 Auger _____
- X9.5.3 Backhoe _____
- X9.5.4 Bale Fork _____
- X9.5.5 Box Blade _____
- X9.5.6 Box Blade with Laser Receiver* _____
- X9.5.7 Breaker _____
- X9.5.8 Brush Saw _____
- X9.5.9 Brushcat Rotary Cutter _____
- X9.5.10 Buckets:
- X9.5.10.1 Construction 325 _____
- X9.5.10.2 Construction 78 inch HD _____
- X9.5.10.3 Construction 84 inch HD _____

For Attachment pricing see Addendum # 2



| | | |
|------------|-----------------------|--|
| X9.5.10.4 | Foundry 72 inch | |
| X9.5.10.5 | Foundry 78 inch HD | |
| X9.5.10.6 | Manure/Slurry 72 inch | |
| X9.5.10.7 | Manure/Slurry 84 inch | |
| X9.5.10.8 | Multi-Purpose 72 inch | |
| X9.5.10.9 | Multi-Purpose 78 inch | |
| X9.5.10.10 | Multi-Purpose 84 inch | |
| X9.5.10.11 | Tooth 72 inch | |
| X9.5.10.12 | Tooth 78 inch HD | |
| X9.5.10.13 | Tooth 84 inch HD | |
| X9.5.10.14 | Utility 72 inch | |
| X9.5.10.15 | Utility 78 inch HD | |
| X9.5.10.16 | Utility 84 inch HD | |
| X9.5.11 | Chipper* | |
| X9.5.12 | Combination Bucket | |
| X9.5.13 | Concrete Mixer* | |
| X9.5.14 | Concrete Pump | |
| X9.5.15 | Digger | |
| X9.5.16 | Dozer Blade | |
| X9.5.17 | Drop Hammer | |
| X9.5.18 | Dumping Hopper | |
| X9.5.19 | Flail Cutter | |
| X9.5.20 | Forks, Utility | |
| X9.5.21 | Grader | |
| X9.5.22 | Grapple, Industrial | |
| X9.5.23 | Grapple, Root | |

| | | |
|-----------|--------------------------|--|
| X9.5.24 | Hydraulic Breaker | |
| X9.5.25 | Landplane | |
| X9.5.26 | Landscape Rake | |
| X9.5.27 | Mower | |
| X9.5.28 | Packer Wheel | |
| X9.5.29 | Pallet Fork – Heavy Duty | |
| X9.5.30 | Pallet Fork – Hydraulic | |
| X9.5.31 | Planer: | |
| X9.5.31.1 | Standard* | |
| X9.5.31.2 | Curb* | |
| X9.5.31.3 | High Flow* | |
| X9.5.32 | Scarifier | |
| X9.5.33 | Scraper | |
| X9.5.34 | Seeder | |
| X9.5.35 | Snowblade | |
| X9.5.36 | Snow B-Blade* | |
| X9.5.37 | Snowblower* | |
| X9.5.38 | Sod Layer | |
| X9.5.39 | Soil Conditioner: | |
| X9.5.39.1 | Manual* | |
| X9.5.39.2 | Hydraulic* | |
| X9.5.40 | Spreader | |
| X9.5.41 | Stabilizer | |
| X9.5.42 | Stump Grinder* | |
| X9.5.43 | Sweeper | |
| X9.5.44 | Three-Point Hitch | |

| | | |
|-----------------------------|------------------|-------|
| X9.5.45 | Tiller | _____ |
| X9.5.46 | Tracks, steel | _____ |
| X9.5.47 | Tree Spade* | _____ |
| X9.5.48 | Trench Compactor | _____ |
| X9.5.49 | Trencher | _____ |
| X9.5.50 | Utility Frame | _____ |
| X9.5.51 | Vibratory Roller | _____ |
| X9.5.52 | Water Kit | _____ |
| X9.5.53 | Wheel Saw | _____ |
| X9.5.54 | Whisker Broom | _____ |
| PRICING FOR ALL ATTACHMENTS | | _____ |

X10.0 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?
 YES _____ NO

X11.0 Does the unit conform to the advertising guidelines? (Describe)

X12.0 Preventive Maintenance and Operator's Training School:

X12.1 Will a preventative maintenance and operator's training seminar be provided?
 YES _____ NO

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

Will all manuals, booklets, etc. preventive maintenance, operator procedures, and service schedule be delivered with each unit?
 YES _____ NO
 If NO, explain _____

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase

ADDENDUM #2
 707EC020

OPEN END CONTRACT

SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO BIDDER'S EVALUATION REPORT:

X5.1 NO CHANGE REQUIRED

| | | | |
|--|-------------|------------------|----------|
| Price for loader only in quantities of | 1-5 | <u>25,220.00</u> | per unit |
| | 6-10 | <u>25,220.00</u> | per unit |
| | 11 and over | <u>25,220.00</u> | per unit |

| | | | |
|---|-------------|-------------------|----------|
| Prices for loader and all attachments In quantities of | 1-5 | <u>265,423.45</u> | per unit |
| | 6-10 | <u>265,423.45</u> | per unit |
| | 11 and over | <u>265,423.45</u> | per unit |

FROM:

X8.4.2 Does unit have high flow hydraulic system providing adequate flow and pressure for specified attachments YES NO

TO:

X8.4.2 Does unit have high flow hydraulic system YES NO

GPM: _____

DELETE:

X9.3 Is a remote attachment control device available for specified attachments (marked by an "*") to start the loader and operate the attachment from the outside the operator control area _____ YES _____ NO

RENUMBER:

X9.4

To Is a single control unit provided which will control all available attachments

X9.3

_____ YES _____ NO

DELETE AS WRITTEN:

X9.5

And Attachments and pricing:

Sub

Topics

9.5.1

To and

Including

9.5.54

ADD:

X9.4

And

Are you supplying all attachments as listed in the specifications?

Sub

YES _____ NO

Topics

9.4.1

Through

9.4.32

As follows:

X9.4 ATTACHMENTS:

X9.4.1 Does the **AUGER** you are providing meet or exceed the specification? YES NO

Manufacturer: Bradco

| | MODEL: X1475 | MODEL: X1975 |
|---------------------------|--------------|--------------|
| Auger | \$ 1,295.00 | \$ 1,401.56 |
| BITS - HEX: | | |
| 6" X 50" Head | \$ 118.10 | \$ 118.10 |
| 12" x 50" Head | \$ 196.84 | \$ 196.84 |
| 24" x 50" Head | \$ 335.24 | \$ 335.24 |
| SINGLE FLIGHT EXTENSIONS: | | |
| 12" Extension | \$ 95.00 | \$ 95.00 |
| 24" Extension | \$ 125.50 | \$ 125.50 |
| 48" Extension | \$ 154.00 | \$ 154.00 |

TOTAL PRICE: \$ 2,319.68 \$ 2,426.24

X9.4.2 Does the **BACKHOE WITH 12 INCH BUCKET** you are providing meet or exceed the specification? YES NO

Manufacturer: Bradco

| | MODEL: 509 | MODEL: 511 | MODEL: 609 | MODEL: 611 |
|----------------|------------|------------|------------|------------|
| Bucket with 12 | | | | |

Inch Bucket \$ 5,648.23 \$ 5,971.17 \$ 6,068.06 \$ 6,468.49

TOTAL PRICE: \$ 5,648.23 \$ 5,971.17 \$ 6,068.06 \$ 6,468.49

X9.4.3 Does the **BACKHOE-MINI** you are providing meet or exceed specifications?
 YES NO

Manufacturer: FFC

| | MODEL: ^{MB12} LAF230- ₀₀₂₂ | MODEL: MB18 LAF2302- ₀₀₂₂ | MODEL: MB24 LAF2303- ₀₀₂₂ |
|----------------|--|--------------------------------------|--------------------------------------|
| Backhoe - Mini | \$ <u>1,393.17</u> | \$ <u>1,450.65</u> | \$ <u>1,557.32</u> |
| TOTAL PRICE: | \$ <u>1,393.17</u> | \$ <u>1,450.65</u> | \$ <u>1,557.32</u> |

X9.4.4 Does the **BLADE - DOZER** you are providing meet or exceed specifications?
 YES NO

Manufacturer: Bradco

| | MODEL: 89681 (DB96) |
|---------------|---------------------|
| Blade - Dozer | \$ <u>3,261.70</u> |
| TOTAL PRICE: | \$ <u>3,261.70</u> |

X9.4.5 Does the **BOOM - MATERIAL HANDLING** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Bradco

| | MODEL: 12203MH66 (MH66) |
|--------------------------|-------------------------|
| Boom - Material Handling | \$ <u>434.41</u> |

TOTAL PRICE:

\$ 434,41

X9.4.6 Does the **BREAKER – HYDRAULIC** you are providing meet or exceed the specifications? YES NO

Manufacturer: Magnum

| | |
|---------------------|----------------------|
| | MODEL: <u>RHB304</u> |
| Breaker – Hydraulic | \$ <u>5,512.50</u> |

TOTAL PRICE:

\$ 5,512.50

X9.4.7 Does the **BROOM – ANGLE – POLY/WIRE BRISTLES – WATER KIT WITH 25 GALLON TANK** you are providing meet or exceed the specifications?

YES NO

Manufacturer: Sweepster

| | |
|--|----------------------------------|
| | MODEL: <u>21084MM-022 (AB84)</u> |
| Broom – Angle – Poly/Wire Bristles – Std. Manual Angle | \$ <u>3,466.45</u> |
| Optional Water Kit with 25 Gallon Tank | \$ <u>602.82</u> |
| Optional Hydraulic Angle | \$ <u>690.00</u> |

TOTAL PRICE:

\$ 4,759.27

X9.4.8 Does the **BROOM – GENERAL PURPOSE PICK-UP** you are providing meet or exceed the specifications? YES NO

Manufacturer: Sweepster

| | |
|---------------------------------|--------------------|
| | MODEL: <u>SB60</u> |
| Broom - General Purpose Pick-Up | \$ <u>2,309.02</u> |

TOTAL PRICE: \$ 2,309.02

X9.4.9 Does the **BRUSH CUTTER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | |
|--------------|-------------------------------|
| | MODEL: <u>15330 (LAF3772)</u> |
| Brush Cutter | \$ <u>3,055.02</u> |

TOTAL PRICE: \$ 3,055.02

X9.4.10 Does the **BUCKET - BRUSH GRAPPLE** you are providing meet or exceed specifications?
 YES NO

Manufacturer: _____

Manufacturer: FFC

| | |
|------------------------|--------------------------------|
| | MODEL: <u>1384-0022 (B684)</u> |
| Bucket - Brush Grapple | \$ <u>2,644.89</u> |

TOTAL PRICE: \$ 2,644.89

X9.4.11 Does the **BUCKET - FORKED SCRAP GRAPPLE** you are providing meet or exceed specifications?
 YES NO

Manufacturer: FFC

| | |
|--|----------------------------------|
| | MODEL: <u>10073-0022 (FS672)</u> |
|--|----------------------------------|

Bucket-Forked Scrap Grapple \$ 2,874.82

TOTAL PRICE: \$ 2,874.82

X9.4.12 Does the **BUCKET – GENERAL PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: FFC

| | MODEL: LAF0666 | MODEL: LAF0670 | MODEL: LAF0666 | MODEL: LAF0670 |
|----------------------------------|-------------------|-------------------|-------------------|-------------------|
| Bucket – General Purpose | \$ 596.40 | \$ 687.63 | \$ 596.40 | \$ 687.63 |
| Optional Teeth | \$ | \$ | \$ | \$ |
| Optional Bolt on Cutting Edge | \$ 104.35 | \$ 114.23 | \$ 104.35 | \$ 114.23 |
| Optional Bolt on Toothbar Inside | \$ | \$ | \$ | \$ |
| Bucket Width | \$ 294.54 | \$ 307.56 | \$ 294.54 | \$ 307.56 |

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 995.29 \$ 1,109.42 \$ 995.29 \$ 1,109.42

X9.4.13 Do the **BUCKETS – GENERAL PURPOSE UTILITY & LIGHT MATERIAL** meet or exceed the specifications? YES NO

Manufacturer: FFC

| | MODEL (GPU): LAF0670 | MODEL (LM): LAF0670 | MODEL (LM): 16270 | MODEL (LM): 16180 |
|----------------------------------|-------------------------|------------------------|----------------------|----------------------|
| Bucket (GPU) | \$ 687.63 | | | |
| Bucket (LM) | | \$ 687.63 | \$ 787.77 | \$ 826.68 |
| Optional Bolt on Cutting Edge | \$ 114.23 | \$ 114.23 | \$ 139.55 | \$ 145.11 |
| Optional Bolt on Toothbar Inside | \$ 307.56 | \$ 307.56 | \$ 313.10 | \$ 336.00 |

| | | |
|--------------|----|--|
| Bucket Width | \$ | |
|--------------|----|--|

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1,109.42 \$ 1,109.42 \$ 1,240.42 \$ 1,307.79

X9.4.14 Does the **BUCKET - HEAVY DUTY SCRAP GRAPPLE** you are providing meet or exceed the specifications? YES NO

Manufacturer: FFC

| | | |
|--|--------------------------|--------------------------|
| | MODEL: <u>11872-0022</u> | MODEL: <u>11876-0022</u> |
|--|--------------------------|--------------------------|

| | | | | |
|-----------------------------------|----|-----------------|----|-----------------|
| Bucket - Heavy Duty Scrap Grapple | \$ | <u>2,288.52</u> | \$ | <u>2,554.16</u> |
|-----------------------------------|----|-----------------|----|-----------------|

| | | | | |
|-------------------------------|----|---------------|----|---------------|
| Optional Bolt on Cutting Edge | \$ | <u>209.74</u> | \$ | <u>225.53</u> |
|-------------------------------|----|---------------|----|---------------|

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 2,498.26 \$ 2,779.69

X9.4.15 Does the **BUCKET - MULTI PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: Bradco

| | | |
|--|----------------------|-----------------------|
| | MODEL: <u>103565</u> | MODEL: <u>LAF3178</u> |
|--|----------------------|-----------------------|

| | | | | |
|----------------------|----|-----------------|----|-----------------|
| Bucket-Multi Purpose | \$ | <u>1,876.29</u> | \$ | <u>2,386.65</u> |
|----------------------|----|-----------------|----|-----------------|

| | | | | |
|--|----|---------------|----|---------------|
| Optional Bolt on Reversible Cutting Edge | \$ | <u>205.00</u> | \$ | <u>219.60</u> |
|--|----|---------------|----|---------------|

| | | | | |
|---|----|---------------|----|---------------|
| Optional Bolt on Toothbar Inside Bucket Width | \$ | <u>307.56</u> | \$ | <u>469.30</u> |
|---|----|---------------|----|---------------|

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 2,388.85 \$ 3,075.55

X9.4.16 Does the **BUCKET - ROCK** you are providing meet or exceed the specifications? YES NO

Manufacturer: Bradco

| | |
|---------------|----------------------------|
| | MODEL: <u>89646 (RB75)</u> |
| Bucket - Rock | \$ <u>998.50</u> |

TOTAL PRICE: \$ 998.50

X9.4.17 Does the **COLD PLANER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | | | | | |
|-------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | MODEL: <u>LAF5412</u> | MODEL: <u>LAF5416</u> | MODEL: <u>LAF5418</u> | MODEL: <u>LAF5424</u> | MODEL: <u>LAF5430</u> |
| Cold Planer | \$ <u>5,248.95</u> | \$ <u>8,401.05</u> | \$ <u>8,669.85</u> | \$ <u>9,314.40</u> | \$ <u>11,064.90</u> |

TOTAL PRICE: \$ 5,248.95 \$ 8,401.05 \$ 8,669.85 \$ 9,314.40 \$ 11,064.90

X9.4.18 Does the **CONCRETE CLAW** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | |
|---------------|--------------------------|
| | MODEL: <u>10024-0022</u> |
| Concrete Claw | \$ <u>1,168.40</u> |

TOTAL PRICE: \$ 1,168.40

X9.4.19 Do the **FORKS - PALLET** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Bradco

| | |
|----------------|--------------------|
| | MODEL: <u>PF48</u> |
| Forks - Pallet | \$ <u>603.75</u> |

TOTAL PRICE: \$ 603.75

X9.4.20 Does the **GRAPPLE – LOG FORK** you are providing meet or exceed the specifications? YES ___ NO

Manufacturer: FFC

| | |
|------------------|-----------------------------------|
| | MODEL: <u>LAF1142-0022 (L628)</u> |
| Grapple-Log Fork | \$ <u>2,516.19</u> |

TOTAL PRICE: \$ 2,516.19

X9.4.21 Does the **HITCH – THREE POINT** you are providing meet or exceed the specifications? YES ___ NO

Manufacturer: FFC

| | |
|-------------------|----------------------------|
| | MODEL: <u>LAF1702-0022</u> |
| Hitch-Three Point | \$ <u>421.05</u> |

TOTAL PRICE: \$ 421.05

X9.4.22 Does the **POWER RAKE** you are providing meet or exceed the specifications? YES ___ NO

Manufacturer: FFC

| | |
|-------------------|----------------------------|
| | MODEL: <u>LAF5690-0022</u> |
| Power Rake | \$ |
| Manual Angling | \$ <u>5,283.31</u> |
| Hydraulic Angling | \$ <u>5,905.94</u> |

TOTAL MANUAL ANGLING PRICE: \$ 5,283.31
 TOTAL HYDRAULIC ANGLING PRICE: \$ 5,905.94

X9.4.23 Does the **PREPARATOR** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | |
|------------|----------------------------|
| | MODEL: <u>LAF3576-0022</u> |
| Preparator | \$ <u>5,465.45</u> |

TOTAL PRICE: \$ 5,465.45

X9.4.24 Does the **ROCK WHEEL WITH 50 GALLON WATER KIT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Woods

| | | | |
|-------------------------------------|--------------------|--------------------|---------------------|
| | MODEL: <u>RW12</u> | MODEL: <u>RW18</u> | MODEL: <u>RW24</u> |
| Rock Wheel with 50 Gallon Water Kit | \$ <u>9,056.39</u> | \$ <u>9,712.37</u> | \$ <u>10,171.56</u> |

TOTAL PRICE: \$ 9,056.39 \$ 9,712.37 \$ 10,171.56

X9.4.25 Does the **ROLLER - VIBRATORY** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Bradco

| | | |
|--------------------|----------------------|----------------------|
| | MODEL: <u>105066</u> | MODEL: <u>105067</u> |
| Roller - Vibratory | \$ | \$ |
| Smooth Drum | \$ <u>5,092.50</u> | \$ <u>5,310.19</u> |
| Padded Drum | \$ <u>5,418.95</u> | \$ <u>5,641.65</u> |

TOTAL SMOOTH DRUM: \$ 5,092.50 \$ 5,310.19
 TOTAL PADDED DRUM: \$ 5,418.95 \$ 5,641.65

X9.4.26 Does the SCARIFIER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | |
|-----------|----------------------------|
| | MODEL: <u>LAF2201-0022</u> |
| Scarifier | \$ <u>674.30</u> |

TOTAL PRICE: \$ 674.30

X9.4.27 Does the SNOW BLADE you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | |
|------------|-----------------------------------|
| | MODEL: <u>LAF1496-0022 (SB96)</u> |
| Snow Blade | \$ <u>1,753.56</u> |

TOTAL PRICE: \$ 1,753.56

X9.4.28 Does the SNOW BLOWER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | | |
|-------------|---------------------------|-----------------------------|
| | MODEL: <u>110070-0022</u> | MODEL: <u>LAF6786H-0022</u> |
| Snow Blower | \$ <u>3,589.81</u> | \$ <u>6,435.57</u> |

TOTAL PRICE: \$ 3,589.81 \$ 6,435.57

X9.4.29 Does the **STUMP GRINDER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Woods

| | | | |
|---------------|-------------|-------------|-------------|
| | MODEL: 5620 | MODEL: 5640 | MODEL: 5660 |
| Stump Grinder | \$ 3,628.74 | \$ 3,742.70 | \$ 4,810.60 |

TOTAL PRICE: \$ 3,628.74 \$ 3,742.70 \$ 4,810.60

X9.4.30 Does the **TILLER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Woods

| | | |
|--------|-------------|-------------|
| | MODEL: TL73 | MODEL: TL84 |
| Tiller | \$ 3,518.49 | \$ 4,251.65 |

TOTAL PRICE: \$ 3,518.49 \$ 4,251.65

X9.4.31 Does the **TREE SPADE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

| | | | | |
|-------------|-------------|-------------|-------------|-------------|
| MODEL: TS36 | MODEL: TS40 | MODEL: TS42 | MODEL: TS44 | MODEL: TS48 |
|-------------|-------------|-------------|-------------|-------------|

| | | | | | |
|------------|-----------|-----------|-----------|-----------|-----------|
| Tree Spade | \$ 824.15 | \$ 862.90 | \$ 882.27 | \$ 902.94 | \$ 941.05 |
|------------|-----------|-----------|-----------|-----------|-----------|

TOTAL PRICE: \$ 824.15 \$ 862.90 \$ 882.27 \$ 902.94 \$ 941.05

X9.4.32 Does the **TRENCHER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Bradco

| | | | |
|----------|-------------|-------------|-------------|
| | MODEL: 615 | MODEL: 625 | MODEL: 640 |
| Trencher | \$ 2,952.05 | \$ 2,994.05 | \$ 4,099.81 |

TOTAL PRICE: \$ 2,952.05 \$ 2,994.05 \$ 4,099.81

GRAND TOTAL FOR ALL ATTACHMENTS: \$ 240,203.45

Note: Attachments ordered initially with skid steers will be priced as quoted.

Any attachment order placed after initial order under \$30,000.00 will be quoted price plus freight. orders over \$30,000.00 will not be subject to freight.

PURCHASING CONTINUATION SHEET

| | | |
|-----------------|------------|-------------------------------|
| Buyer: JJ-33 | Page 33 | Req. or P.O. No.: 707EC020 |
| Spending Unit: | | |

Vendor:

Requisition No.: 707EC020

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 ✓
- No. 2 ✓
- No. 3 ✓
- No. 4 ✓
- No. 5 ✓

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

J. J.
Signature
State Equipment, Inc
Company
5/8/07
Date

ENGINE

| | | |
|--------------------------|--|--|
| Model | Case Family III 445/M2 diesel, Tier II certified | |
| Type | 4-stroke, naturally aspirated | |
| Cylinders | 4 | |
| Bore/Stroke | 4.1 x 5.2 in (104 x 132 mm) | |
| Displacement | 274 in ³ (4.5 L) | |
| Fuel injection | Direct | |
| Fuel | #2 Diesel | |
| Fuel filter | In-line strainer | |
| Air intake | Cross-flow | |
| Cooling | Liquid | |
| Engine speeds (rpm) | | |
| High idle – no load | 2480±50 | |
| Rated – full load | 2300 | |
| Low idle | 1050±50 | |
| Horsepower per SAE J1349 | | |
| Gross | 80 (60 kW) @ 2300 rpm | |
| Net | 74 (55 kW) @ 2300 rpm | |
| Peak torque | | |
| @ 1400 rpm | 236 lb-ft (320 N-m) | |

ENGINE COOLING

| | | |
|------------------------------|--|--|
| Radiator | | |
| Core type | Square wave serpentine | |
| Core size area | 450 in ² (.290 m ²) | |
| Rows of tubes | 3 | |
| Cap pressure | 13 psi (89.6 kPa) | |
| Fan | | |
| Diameter | 18.9 in (480 mm) | |
| Ratio | 1.1:1 | |
| Water pump | | |
| Style | Integral | |
| Flow | 52.8 gpm (182 L/min) | |
| Engine lubrication | | |
| Pump | Deep sump with plate cooler and pressurized under-piston nozzles | |
| Pump operating angle ratings | | |
| Side-to-side | Rated 35° | |
| Fore and aft | Rated 35° | |
| Oil filtration | Replaceable, full-flow cartridge | |

POWERTRAIN

| | | |
|---|---|--|
| Drive pump | Tandem, axial piston hydrostatic transmission with integral charge pump driven directly off engine flywheel | |
| Pump to engine ratio | 1:1 | |
| Displacement | 0 to 2.81 in ³ (46 cc) | |
| Pump flow @ rated rpm | 28.0 gpm (106 L/min) | |
| Flow | Bi-directional | |
| Charge pressure | 360 psi (24.8 bar) | |
| System relief | 4350 psi (300 bar) | |
| Controls | Servo | |
| Drive motors | Fixed displacement radial piston | |
| Maximum displacement | 28.7 in ³ (470 cc) | |
| Speed @ rated engine rpm | | |
| @ max displacement | 225 rpm | |
| Optional high speed | 376 rpm | |
| Torque @ max displacement and relief pressure | 1,655 lb-ft (2245 N-m) | |
| Travel speed mph (km/h) | | |
| Low range | 7.0 (11.2) | |
| High range (optional) | 11.4 (18.3) | |
| Final drive | Single-reduction chain drive | |
| Drive chain | | |
| Size | ASA #100HV | |
| Tensile strength | 30,000 lb (133 447 N) | |
| Axles | One-piece, forged induction-hardened high carbon steel | |
| Torque @ max displacement and relief pressure | 5,148 lb-ft (6980 N-m) | |
| Diameter | 2.0 in (51 mm) | |
| Length | 14.6 in (371 mm) | |
| Parking brakes | Spring applied, hydraulic release disc | |
| Engagement | Depress on/off brake button, raise seat bar, get off seat, or stop engine | |

HYDRAULIC SYSTEM

| | | |
|---------------------------------------|--|--|
| Standard equipment pump | | |
| Type | Gear pump | |
| Displacement | 2.2 in ³ /rev (36 cc) | |
| Pump flow @ rated engine rpm | | |
| Total | 21.9 gpm (83 L/min) | |
| Optional high flow @ rated engine rpm | | |
| Total | 32.6 gpm (123 L/min) | |
| Loader control valve | 3-spool open-center series with power beyond port | |
| Relief pressure | 3050 psi (210 bar) | |
| Port relief pressures | | |
| #1B Raise | 3350 psi (230 bar) | |
| Hydraulic lines | | |
| Tubing | 37° JIC Flare | |
| Loop hoses | SAE 100 R12 | |
| Hydraulic oil cooler | | |
| Core type | Two row in-line | |
| Hydraulic filter | 6 micron spin onreplaceable element on the return line withwarning indicator | |

INSTRUMENTATION

| | |
|-------------------------------------|--|
| Indicators | |
| Digital Hourmeter | |
| Fuel level LCD bar graph with alarm | |
| Warning lights with alarms | |
| Engine coolant temperature | |
| Engine oil pressure | |
| Air cleaner restriction | |
| Hydraulic charge pressure | |
| Hydraulic filter restriction | |
| Hydraulic oil temperature | |
| Warning alarms | |
| Battery voltage (plus display) | |
| Indicator light | |
| Engine preheat | |
| Parking brake | |
| Seat bar reminder | |

ELECTRICAL SYSTEM

| | |
|--|--------|
| Alternator | 95 amp |
| Starter | 3.3 kW |
| Battery | |
| 12-volt low-maintenance 850 cold-cranking amps @ 0° F (-18° C) | |

OPERATOR ENVIRONMENT

| |
|---|
| Tilt ROPS/FOPS canopy w/side screens |
| Water-shedding vinyl seat |
| Seat presence switch |
| 2 in (51 mm) retractable seat belt |
| Seat bar w/integral armrests |
| Two servo-assist, adjustable, hands-only control levers |
| Hand throttle |
| Loader control lockout system |
| Front and rear halogen floodlights |
| Floor cleanout access |

CYLINDERS

| | |
|-----------------|-------------------|
| Lift cylinder | |
| Bore diameter | 2.5 in (63.5 mm) |
| Rod diameter | 1.5 in (38.1 mm) |
| Stroke | 35.8 in (910 mm) |
| Closed length | 46.8 in (1190 mm) |
| Bucket cylinder | |
| Bore diameter | 2.75 in (69.9 mm) |
| Rod diameter | 1.37 in (34.9 mm) |
| Stroke | 14.6 in (370 mm) |
| Closed length | 26.9 in (683 mm) |

OPERATING WEIGHTS

| | |
|---|--------------------|
| Unit equipped with 12.00 x 16.5 Solideal Hauler SKS tires, 66 in (1.6 m) foundry/excavating bucket, mechanical attachment coupler, full fuel tank and 165 lb (75 kg) operator | 6,718 lb (3047 kg) |
| Shipping weight | 6,135 lb (2783 kg) |
| Add-on weights | |
| Side cab glass | +70 lb (32 kg) |
| Lexan® door | +50 lb (22.6 kg) |
| Glass door w/wiper | +77 lb (35 kg) |
| Suspension seat | +10 lb (4.5 kg) |

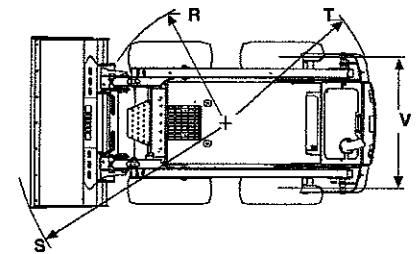
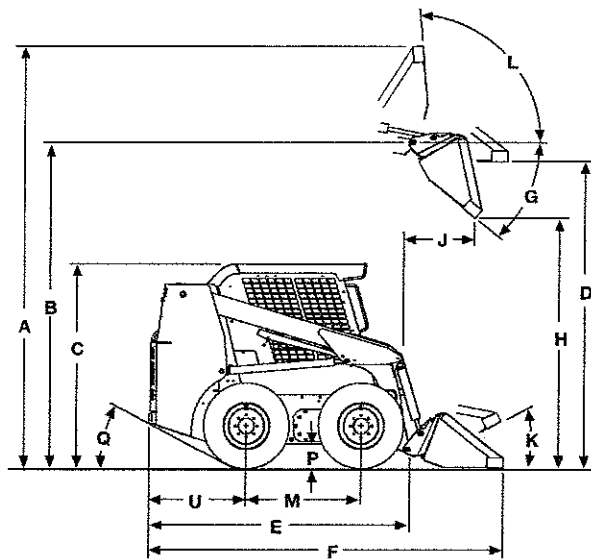
SERVICE CAPACITIES

| | |
|------------------------|-------------------|
| Fuel tank | 22.0 gal (83.3 L) |
| Engine oil w/filter | 12.7 qt (12 L) |
| Engine cooling system | 18 qt (17 L) |
| Hydraulic system | |
| Reservoir | 7.1 gal (26.8 L) |
| Total | 13.2 gal (50 L) |
| Chain tanks (per side) | 8 qt (7.6 L) |

TIRE SELECTION

| | Size | Ply Rating | Tread Depth | Tire Width | Width Over Tires | Tire Weight* |
|-------------------------------------|-----------------|------------|-----------------|------------------|------------------|------------------|
| Solideal Hauler SKS | 12.00 x 16.5 | 10 | 0.75 in (19 mm) | 13.1 in (333 mm) | 64 in (1.63 m) | 74 lb (33.6 kg) |
| Solideal Hauler SKS (offset wheel) | 12.00 x 16.5 | 10 | 0.75 in (19 mm) | 13.1 in (333 mm) | 71 in (1.80 m) | 74 lb (33.6 kg) |
| Galaxy Beefy Baby II | 12.00 x 16.5 | 10 | 0.81 in (21 mm) | 12.4 in (315 mm) | 64 in (1.63 m) | 82 lb (37.2 kg) |
| Galaxy Beefy Baby II (offset wheel) | 12.00 x 16.5 | 10 | 0.81 in (21 mm) | 12.4 in (315 mm) | 71 in (1.80 m) | 82 lb (37.2 kg) |
| Galaxy Hippo | 33/15.50 x 16.5 | 12 | 0.81 in (21 mm) | 15.2 in (386 mm) | 70 in (1.78 m) | 94 lb (42.6 kg) |
| Galaxy Hulk | 12.00 x 16.5 | 12 | 1.37 in (35 mm) | 12.0 in (305 mm) | 64 in (1.63 m) | 96 lb (43.5 kg) |
| Galaxy Bulky Hulk | 33/15.50 x 16.5 | 14 | 1.37 in (35 mm) | 15.1 in (384 mm) | 70 in (1.78 m) | 117 lb (53.1 kg) |

*tire weight does not include wheel weight.



PERFORMANCE SPECS

| | |
|-----------------|-------------------------|
| Operating load | 2,000 lb (907 kg) |
| Tipping load | 4,000 lb (1814 kg) |
| Breakout force | |
| Lift cylinder | 4,304 lbf (19 145 N) |
| Bucket cylinder | 5,784 lbf (25 728 N) |
| Dig depth | |
| w/bucket flat | 0 in (0 mm) |
| Cycle time | |
| Raise | 4.1 seconds |
| Lower | 2.6 seconds |
| Dump | 1.9 seconds |
| Rollback | 1.7 seconds |

NOTE: SAE rated lift capacities. Breakout force and cycle time measured with rated load in F/E bucket.

OPTIONAL BUCKETS

| Type | Width inch (m) | Weight lb (kg) | Heaped Capacity ft ³ (m ³) |
|---------------------------|-------------------|-------------------|---|
| Foundry/ Excavating | 66 (1.6) | 370 (168) | 15.2 (0.43) |
| | 72 (1.8) | 390 (177) | 16.7 (0.47) |
| | 78 (2.0) | 495 (225) | 18.4 (0.52) |
| | 66 (1.6) | 400 (181) | 13.2 (0.37) |
| Low Profile | 72 (1.8) | 425 (193) | 14.5 (0.41) |
| | 66 (1.6) | 434 (197) | 15.5 (0.44) |
| Low Profile Extended | 72 (1.8) | 477 (216) | 17.1 (0.48) |
| | 78 (2.0) | 502 (228) | 18.6 (0.53) |
| | 72 (1.8) | 434 (197) | 23.7 (0.67) |
| Utility/Light Material | 84 (2.1) | 497 (225) | 27.9 (0.79) |
| | 66 (1.6) | 474 (215) | 13.3 (0.37) |
| | 72 (1.8) | 501 (227) | 14.6 (0.41) |
| Heavy-Duty/ Dirt | 78 (2.0) | 527 (239) | 15.9 (0.45) |

DIMENSIONS*

| | |
|--|-------------------|
| A. Overall operating height | |
| w/foundry/excavating bucket -- short lip | 152.4 in (3.87 m) |
| w/low profile bucket -- standard lip | 158.0 in (4.01 m) |
| w/low profile extended bucket -- long lip | 163.0 in (4.14 m) |
| Height to | |
| B. Bucket hinge pin | 121.5 in (3.09 m) |
| C. Top of rollover protective structure | 76.7 in (1.95 m) |
| D. Bottom of level bucket, loader arm fully raised | 114.2 in (2.90 m) |
| Overall length | |
| E. w/o attachment w/coupler | 103.9 in (2.64 m) |
| F. w/foundry/excavating bucket on ground | 127.2 in (3.23 m) |
| F. w/low profile bucket on ground | 132.9 in (3.38 m) |
| F. w/low profile extended bucket on ground | 137.9 in (3.50 m) |
| G. Dump angle at maximum height | 39° |
| H. Dump height -- loader arm fully raised | |
| w/foundry/excavating bucket | 96.6 in (2.45 m) |
| w/low profile bucket | 93.1 in (2.37 m) |
| w/low profile extended bucket | 90.0 in (2.29 m) |
| J. Dump reach -- loader arm fully raised | |
| w/foundry/excavating bucket | 21.3 in (0.54 m) |
| w/low profile bucket | 25.9 in (0.66 m) |
| w/low profile extended bucket | 29.7 in (0.75 m) |
| Maximum attachment rollback | |
| K. Bucket on ground | 32° |
| L. Bucket at full height | 84° |
| M. Wheelbase | 43.1 in (1.10 m) |
| Ground clearance | |
| P. Bottom of belly pan | 9 in (229 mm) |
| Q. Angle of departure | 28° |
| Clearance circle front | |
| R. less bucket | 50.3 in (1.28 m) |
| S. w/66 in (1.68 m) foundry/excavating bucket on ground | 76.7 in (1.95 m) |
| S. w/66 in (1.68 m) low profile bucket on ground | 81.9 in (2.08 m) |
| S. w/66 in (1.68 m) low profile extended bucket on ground | 83.1 in (2.20 m) |
| T. Clearance circle rear | 59.1 in (1.50 m) |
| U. Rear axle to bumper | 36.6 in (0.93 m) |
| V. Tread width, centerline to centerline | 52.6 in (1.34 m) |

NOTE: *Equipped with 12.00 x 16.5 Solideal Hauler SKS tires.

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

ROPS/FOPS canopy w/side screens
Tilt ROPS/FOPS
Instrument panels
Water-shedding vinyl seat
2 in (51 mm) retractable seat belt
Hand throttle
Ergonomic hand controls
Seat bar w/integral armrests
Loader control lockout system
Floor cleanout panel
Rear window w/emergency escape feature

LOADER

Radial loader arm design
Mechanical attachment coupler

ENGINE

Case Family III 445/M2 diesel
Tier II certified
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter w/water trap
Dual element air cleaner
95 amp alternator
850 CCA 12-volt battery
Heavy-duty radiator

POWERTRAIN

Hydrostatic four wheel drive
Servo controlled pumps
ASA #100HS drive chain
SAHR disc parking brakes

HYDRAULICS

Auxiliary hydraulics 3050 psi
(210 bar) – 21.9 gpm (83 L/min)
Hydraulic circuit pedal lock
Loader arm-mounted ISO flat face connectors
Auxiliary function lockout override
Loader function lockout system
Loader lift lockout override
3-spool loader control valve
Heavy-duty oil cooler
Loader arm float position

OTHER

Integral bumper counterweight
Lockable service access hood
Single-point daily servicing
Halogen lights, 2-front, 1-rear
Rear tail lights

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

Vinyl suspension seat w/2 in (51 mm) retractable seat belt
Vinyl suspension seat w/3 in (76 mm) retractable seat belt
Electric auxiliary hydraulic control
Glass front door w/wiper & washer
Sliding side windows
Air conditioning (adds 3 inches to height to top of ROPS)
Heater (deluxe)
Foot throttle
Accessory power outlet
Headliner

LOADER

Auxiliary front electric control
Ride control
Hydraulic attachment coupler
Hydraulic one-way self-leveling

HYDRAULICS

High-flow auxiliary hydraulics
3050 psi (210 bar) – 32.6 gpm (123 L/min)
Second auxiliary hydraulics
Attachment case drain plumbing

ENGINE

Coolant block heater
Grid heater

OTHER

2 speed ground drive
Backup alarm/horn package
Rotating beacon
Lift hooks
Special paint
Language decals
Factory-installed tires – see page 2
Buckets – see page 3
Bolt-on bucket cutting edges
42 in (1.07 m) and 48 in (1.22 m) pallet forks
Battery disconnect switch/jump start terminals
Steel tracks
Lift cylinder guards
Heavy-duty rear door

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

NOTE: All engines meet current EPA emissions requirements.

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

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



www.casece.com

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: State Equipment, Inc.

Signed: [Signature]

Title: Vice President

Date: 4/8/07

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:


Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: State Equipment, Inc.

Authorized Signature:  Date: 4/8/07