



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

RFQ COPY

TYPE NAME/ADDRESS HERE

*C.I. Walker Machinery
PO Box 2427
Charleston, WV 25329*

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
0001	1	EA		760-51	31,213	279,302
				SKID STEER LOADER WITH ATTACHMENTS	Machine Only	Machine and one of each attachment
				OPEN END CONTRACT	See also	5.1 Addendum 2
TO PROVIDE SKID STEER LOADER WITH ATTACHMENTS AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 351-2-F						
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.						
QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON TUESDAY, 3/20/07.						
SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305						
QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115						
IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.						
EXHIBIT 2						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 389-4190	DATE 5/7/07
TITLE Sales Representative	FEIN 550352647	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
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.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
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.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 9/98						
EXHIBIT 6						
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.						

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VENDOR

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
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BUCKHANNON, WV
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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>						
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<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>						

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TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: CI Walker Machinery						
DATE: 5/7/07						
SIGNED: [Signature]						
TITLE: Sales Representative						
* 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

304-384-4190

DATE

5/8/07

TITLE

Sales

FEN

550352647

ADDRESS CHANGES TO BE NOTED ABOVE

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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:						
				304-759-6404		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Eric Ramey		
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						
						279,302
						Machine and one work tool each
						31,215
						machine only

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-389-4190	5/8/07
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	80-552 047	

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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.I. 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.
 - 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

NOTE: Vendors can complete Bidder's Evaluation report at our WEBSITE www.state.wv.us/admin/purchase

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

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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 : 707ECOZO

Bidder's Name: CI Walker Machinery

Address: PO Box 2427 Charleston WV 25329

Telephone Number: 304-389-4190

Years Bidder has been registered to do business with the State of West Virginia: 30+ YRS

Years Company has been an authorized dealer for proposed unit: 50+ YRS.

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 90 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price for loader only in quantities of

1-5	<u>31,213</u>	per unit
6-10	<u>Same</u>	per unit
11 and over	<u>Same</u>	per unit

Prices for loader and all attachments in quantities of

1-5	<u>279,302</u>	per unit
6-10		per unit
11 and over		per unit

Machine price plus one of each attachment.

X6.0 SPECIFICATIONS - GENERAL

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

Caterpillar 246C Skid Steer 2007Is 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 ☐ NOWill 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 WVDON

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:

Caterpillar Government Compact Construction
Equip Premier ESC Warranty

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)

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.

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

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

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: Caterpillar Model: 246C

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: 7,381 lbs. Exceeds minimum required

X8.2 Wheelbase: 48.8 inches Exceeds minimum required

X8.3 Diesel Engine:

X8.3.1 Horsepower (Net): 73 HP Exceeds minimum required

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: Caterpillar

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: 33 GPM Exceeds required

X8.4.2 Does unit have high flow hydraulic system providing adequate flow and pressure for specified attachments ☒ YES ☐ NO 33 GPM

X8.4.3 Filtration: 3 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: Cat

X8.5.2 Alternator: 90 amps Exceeds minimum required

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: Caterpillar

14 Ply included - Exceeds minimum

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: Caterpillar

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:

Standard
Caterpillar Yellow paint, proprietary
process

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, NA YES NA NO

Deleted in Addendum

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*

See attached list

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

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)

Only one manufacturer name plate

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 _____



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

RFQ COPY

TYPE NAME/ADDRESS HERE

CI Walker Machinery
PO Box 2427
Clarksonton WV 25329

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
04/02/2007				

BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 04/11/07 AT 1:30 P.M.						
TO: 05/09/07 AT 1:30 P.M.						
ADDENDUM NO. 2 WILL BE ISSUED AT A LATER DATE WITH REVISED SPECIFICATIONS.						
SIGN IN SHEET ATTACHED.						
NO OTHER CHANGES.						
0001	1	EA		760-51		31,213 machine only
				SKID STEER LOADER WITH ATTACHMENTS		279,302 machine with one of each attachment
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-389-4190	5/8/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Representative	550 352 647	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

SIGN IN SHEET

RFQ # 707EC0210
Date: 3-29-07

Firm & Representative Name:	Mailing Address:	Phone, Fax, & E-Mail:
1. <u>Rish Equipment</u> <u>Greg Estep</u>	<u>Box 135 St. Albans</u> <u>WV 25177</u>	P <u>304-755-3311</u> # <u>6826</u> F <u>304-755-3603</u> E-mail _____
2. <u>Walker Machinery</u> <u>Eric Ramey</u>	<u>3 Park Rd HUB Ind. Park</u> <u>Alto WV 25143</u>	P <u>304-389-4198</u> F <u>304-759-6404</u> E-mail <u>eramey@walker-cat.</u>
3. <u>WV TRACTOR</u> <u>GARY GRADY</u>	<u>P.O. Box 473</u> <u>CHARLESTON WV</u> <u>25322</u>	P <u>346-5301</u> F <u>346-5305</u> E-mail <u>wvtractor@msn.com</u>
4. <u>GENE Fisher</u> <u>Fairplain Tractor Sale</u>	<u>P.O. Box 287</u> <u>Ripley WV</u> <u>25271</u>	P <u>304-372-9825</u> F <u>304-372-2713</u> E-mail _____
5. <u>Robert Shelton</u> <u>Reckart Equipment Co</u>	<u>MTA 60</u> <u>W.V.</u> <u>P.O. Box 488</u>	P <u>304-822-4655</u> F <u>304-822-7288</u> E-mail <u>Netbo@Reckart.com</u>

Please print or write legibly!

Your fax # is essential to contact you timely!

Date: 3-29-07

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Greg Shanblin
Leslie EquipP.O. Box 7
N. Cro 25147P 304-542-433
F 755-3254E-mail Shanblingregory@
lecl.com2. Mike BurkoBox 3109P 304-756-2800Anderson Equip CompanyCharleston, WV 25337F 304-756-2799E-mail mburko@andersonequip
co.3. Anderson EquipmentP.O. Box 3109P 304-756-2800Teri SurfaceChas., WV 25331F 304-756-2799E-mail tsurface@andersonequip
com4. Jim Boyers2032 Fairmont AveP 304-366-4690Middleton TractorFairmont, WV 26554F 304-366-4698E-mail Jim@middletontractor.com5. Sarah RexroadHC71 Box 490P 364-2445Nettles Equip.Duck WV 25063F 364-8360E-mail Sarahrexroad@
harvestmail.net

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. State Equipment560 Grosfent RdP 304-776-4405Jason LamarCross Lanes WV 25313F 304-776-4409E-mail jason1@stateequipment.co2. WALKER MACHINERY3 PARK RdP 304-759-6400WALTER CLARKCharleston, WVF 304-552-6483

E-mail _____

3. _____

P _____

F _____

E-mail _____

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!



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

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JOHN JOHNSTON 304-558-2402

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

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04/04/2007				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-51		31,213 machine only
				SKID STEER LOADER WITH ATTACHMENTS		279,302 machine and one of each attachment
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-389-490	DATE 5/8/07
TITLE Sales	FEIN 550-352-647	ADDRESS CHANGES TO BE NOTED ABOVE

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

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SIGNED BID TO:

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

ADDENDUM #2
707EC020
OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO SPECIFICATIONS:

FROM:

5.1 SECOND PARAGRAPH

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 orders in any quantity. Orders placed may be with one (1) or all attachments. Attachments may be ordered as needed.

TO:

5.1 SECOND PARAGRAPH

Prices for the units with attachments shall be in quantities of 1-5, 6-10, and 11 and over. Also, price for loader only shall be submitted as well. 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.

FROM:

8.4.2 Unit shall have high flow hydraulic system providing adequate flow and pressure for specified attachments.

TO:

8.4.2 Unit shall have high flow hydraulic system (30 GPM minimum).

DELETE:

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.

707EC020
ADDENDUM #2
Page 2

RENUMBER:

9.4

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

9.3

DELETE AS WRITTEN:

9.5 The following attachments should be available:

and

sub

topics

9.5.1

to and

including

9.5.54

ADD:

9.4 The following attachments shall be available and must be priced to award contract.

and

sub

topics

9.4.1

through

9.4.32

as follows:

**AUGER – WOODS
EQUIPMENT
CORPORATION OR
EQUAL**

Drive Type
Flow Range
Pressure Range
Maximum Bit Size
Approximate Weight
Performance Guide

HA 25

Planetary
10 – 30 gpm
3500 psi
36"
620 lb.
Heavy Duty

HA30

Planetary
10 – 40 gpm
3500 psi
36"
650 lb.
Heavy Duty

**BIT SPECIFICATIONS
FOR BOTH MODELS**

**Bit Specification – Hex –
Single Flight Extension**

Single Flight Extension

6" x 50" Head
12" x 50" Head
24" x 50" Head
12" extension
24" extension
48" extension

BACKHOE WITH 12 INCH BUCKET- ATTACHMENT TECHNOLOGIES INC. OR EQUAL	509	511	609	611
Transport Height	7 ft. 9 in.	8 ft. 10 in	7 ft. 9 in	8 ft. 10 in
Transport Width	5 ft. 0 in	5 ft. 0 in	4 ft. 9 in.	4 ft. 9 in
Ground Clearance	11 ft	11 ft	11 ft	11 ft
Overall Length	7 ft. 7 in	7 ft 9 in	7 ft 7 in	7 ft 9 in
Boom Pivot Height	16 in.	16 in.	16 in.	16 in.
Operating Weight w/12 in. Bucket	1425 lb.	1594 lb.	1702 lb.	1847 lb.
Digging Depth Maximum	9 ft. 8 in.	11 ft. 1 in.	9 ft. 8 in	11 ft. 1 in.
Digging Depth (2 ft.) Flat Bottom	9 ft. 7 in.	11 ft. 0 in.	9 ft. 7 in.	11 ft. 0 in.
Digging Depth (8 ft.) Flat Bottom	8 ft. 3 in.	9 ft. 11 in	8 ft. 3 in.	9 ft. 11 in
Overall Operating Height - Fully Raised	12 ft 10 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Loading Height	6 ft. 10 in	8 ft 0 in	6 ft. 10 in	8 ft. 0 in
Loading Reach	4 ft. 2 in.	5 ft 0 in	4 ft. 2 in	5 ft. 0 in
Reach from Swing Post	12 ft. 9 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Bucket Rotation	180 degrees	180 degrees	180 degrees	180 degrees
Swing Arc	180 degrees	180 degrees	180 degrees	180 degrees
Straight Wall	7 ft. 3 in	8 ft. 2 in	7 ft. 3 in	8 ft. 2 in
Digging Depth				
Stabilizer Spread	7 ft. 11 in.	7 ft 11 in	9 ft. 11 in	9 ft. 11 in
Operating Position				
Stabilizer Down	16 in	16 in	17 in	17 in
Below Grade				
System Relief	2500 psi	2500 psi	2500 psi	2500 psi
Valve Setting				
Digging Force - Bucket Cylinder	5676 lb.	5676 lb.	5908 lb.	6167 lb.
Digging Force - Dipper Cylinder	2754 lb.	3056 lb.	3232 lb	4160 lb.

BACKHOE – MINI	MB 12	MB 18	MB 24
– FFC			
ATTACHMENTS			
OR EQUAL			
Digging Depth	5 ft. 6 in	5 ft. 6 in	5 ft. 6 in
Bucket Width	12 in	18 in	24 in
Weight	635 lb.	665 lb	695 lb.

BLADE – DOZER – ATTACHMENT	DB 96
TECHNOLOGIES INC. OR EQUAL	
Width from Centerline to Inside Edge @ 15 degree Angle	49.31 in
Width from Centerline to Inside Edge @ 30 degree Angle	47.38 in
Dozer Blade Width @15 degree Angle	92.73 in.
Dozer Blade Width @ 30 degree Angle	83.56 in
Width from Centerline to Outside Edge @ 15 degree Angle	43.41 in.
Width from Centerline to Outside Edge @ 30 degree Angle	36.16 in.
Overall Width	96.00 in
Angle Left and Right	30 degrees
Overall Length	36.68 in
Overall Height	29.89 in.
Approximate Weight	1460 lb.

BOOM – MATERIAL HANDLING –	MH 66
ATTACHMENT TECHNOLOGIES INC.	
OR EQUAL	
Rated Load Capacity	1500 lb.
Height	66 in.

BREAKER – HYDRAULIC – KOMATSU	JPB 210
OR EQUAL	
CIMA Tool Energy Rating	212 ft. lb.
Flow Range	22 gpm
Striking Rate	1375 bpm
Operating Pressure	2059 psi
Working Weight	527 lb.
Striking Rate (blows per minute)	1040 min
Adjusted Breaker Pressure	2000 psi
Max. Operating Pressure	2100 psi
Tool Diameter	2.5 in.

BROOM – ANGLE – POLY/WIRE	AB 84
BRISTLES – ATTACHMENT	
TECHNOLOGIES INC. OR EQUAL	
Overall Width	94 in.
Sweeping Width	88 in.
Overall Height	35.5 in.
Length Coupler to Brush Front	59.60 in.
Transport Height On Stand	40.0 in.
Maximum Angle (Left and Right)	30 degrees
Sweeping Width @ 30 degree Angle	76 in.
Weight	1031 lb.
Brush Diameter	32 in.
Wafers (Quantity)	45
Optional Water Kit with 25 Gallon Tank	
Manual/Hydraulic Angle	

BROOM – GENERAL PURPOSE PICK-UP –	PB68
WOODS EQUIPMENT CORP. OR	
EQUAL	
Brush Width	60 in.
Overall Width	68.5 in.
Height	25.25 in.
Length	67.7 in.
Approximate Weight	714 lb.
Hopper Capacity	13.5 cu. ft.
Optional Gutter Broom	Cleaning next to curbs

BRUSH CUTTER – FFC ATTACHMENTS LAF 3772**OR EQUAL**

Overall Width	75.5 in
Cutting Width	72 in
Height	27 in
GPM Range	15-30 gpm
Max PSI Range	3500 psi
Blade Speed Min/Max	12474/19127 ft/min
Weight Approximate	1653 lb.

**BUCKET – BRUSH GRAPPLE –
ATTACHMENT TECHNOLOGIES INC.****BG 84****OR EQUAL**

Overall Width	84 in
Overall Depth	35.9 in
Grapple Width	20.5 in
Tine Spacing	6 in.
Grapple Height – Closed	26.4 in.
Grapple Hook – Opening	42 in.
Overall Weight (lbs)	826 lb.
Clamping Force (lbs)	1250 lb.
Number of Grapple Teeth	4
Number of Cylinders	2
Tines & End Plates	1/2 in. T1 steel (100,000 lb. yield)
Bore	2.00 in
Stroke	8.25 in
Rod Diameter	1.25 in.

BG 84

**BUCKET – FORKED
SCRAP GRAPPLE – FFC
ATTACHMENTS OR
EQUAL**

FSG 63

FSG 72

Opening Height	41 in.	41 in.
Height Closed	20 in.	20 in.
Usable Tooth	24.13 in.	24.13 in.
Width	63.44 in.	73.06 in.
Number of Teeth	8	10
Approximate Weight	990 lb.	1100 lb.
Cylinder Bore	2 in.	2 in.
Cylinder Stroke	8 in.	8 in.

**BUCKET –
GENERAL
PURPOSE –
WOODS
EQUIPMENT
CORP. OR
EQUAL**

GP 68S

GP 73S

GP 68L

GP 73L

Type of Bottom	Short	Short	Long	Long
Width	68 in	73 in	68 in	73 in
Height	19 in	19 in	19 in	19 in
Length	29 in	29 in	35 in	35 in
Approximate Weight	440 lb.	469 lb.	475 lb.	508 lb.
Heaped Capacity	13.4 cu ft	14.4 cu ft	16.5 cu ft	17.8 cu ft
Optional Teeth	Weld on	Weld on	Weld on	Weld on
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in
Inside Bucket Width				

**BUCKETS –
GENERAL
PURPOSE
UTILITY &
LIGHT
MATERIAL –
WOODS
EQUIPMENT
CORPORATION
OR EQUAL**

	UT 72	LM 72	LM 78	LM 84
Type	GPU	LM	LM	LM
Width	72 in	72 in	78 in	84 in
Height	25 in	26 in	26 in	26 in
Length	35 in	38 in	38 in	38 in
Approximate Weight	553 lb.	585 lb.	617 lb.	660 lb.
Heaped Capacity	22.8 cu. ft	25.8 cu ft	28.1 cu ft	30.3 cu ft
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar Inside Bucket Width	70 3/8 in – 70 3/4 in	NA	NA	NA

**BUCKET – HEAVY DUTY
SCRAP GRAPPLE –
WOODS EQUIPMENT
CORP. OR EQUAL**

	SG 72	SG 78
Width	72 in	78 in
Height	28 in	28 in
Length	27 1/4 in	27 1/4 in
Capacity	14 cu ft	15.2 cu ft
Approximate Weight	856 lb.	886 lb.
Cylinder Bore Diameter	2 in.	2 in.
Cylinder Stroke	8 1/4 in	8 1/4 in
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible

**BUCKET – MULTI-
PURPOSE – WOODS
EQUIPMENT CORP. OR
EQUAL**

MP 73

MP 78

Width	73 in	78 in
Height	31 in	31 in
Length	33 in	33 in
Heaped Capacity	14.2 cu ft	15.5 cu ft
Approximate Weight	644 lb.	688 lb.
Cylinder Rod Diameter	1 1/2 in	1 1/2 in
Cylinder Bore	2 1/2 in	2 1/2 in
Cylinder Stroke	8 in	8 in
Optional Bolt on Reversible Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	71 3/8 in –	76 3/8 in –
Inside Bucket Width	71 3/4 in	76 3/4 in

**BUCKET – ROCK – ATTACHMENT
TECHNOLOGIES INC. OR EQUAL**

RB 75

Overall Width	74.35 in
Overall Depth	42.45 in
Depth with Skid Steer Mounting	49.80 in
Overall Height	21.77 in
Tine Spacing (Center to Center)	4.25 in
Tine Spacing (Between Tines)	3.125 in
Overall Weight (lbs.)	619 lb.
Number of Tines	18
Tine Rod Diameter	1.125 in

**COLD
PLANER –
WOODS
EQUIPMENT
CORP. OR
EQUAL**

	CP 12	CP 16	CP 18	CP 24	CP 30
Depth of Cut	0-6 in	0-6 in	0-6 in	0-6 in	0-6 in
Width of Cut	12 in	16 in	18 in	24 in	30 in
Number of Teeth	28	50	56	70	77
Sideshift	22 in	22 in	22 in	22 in	22 in
Tilt	19 degrees	19 degrees	19 degrees	15 degrees	11 degrees
Weight	1200 lb.	1750 lb	2000 lb.	2300 lb.	2450 lb
Hydraulic Depth Control	Std	Std	Std	Std	Std
Hydraulic Tilt Control	Std	Std	Std	Std	Std

**CONCRETE CLAW – FFC
ATTACHMENTS OR EQUAL**

	10024
Working Width	24 in
Working Depth	48 in
Height OD	21 in
Rear Opening Height	7.5 in
Weight Approximate	575 lb.

**FORKS – PALLET – ATTACHMENT
TECHNOLGIES INC OR EQUAL**

	PF 48
Weight (Including mounting)	370 lb.
Fork Length	48 in
Fork Capacity	4000 lb.
Fork Spread Range	4 3/8 – 40 3/8 in
High Visibility Back Guard	Yes
Tooth Double Lock Downs	Yes

**GRAPPLE - LOG FORK - FFC
ATTACHMENTS OR EQUAL**

Tine Length	28.4 in
Opening Height	43.1 in
Capacity	6400 lb.
Weight	610 lb.

**HITCH - THREE POINT - WOODS
EQUIPMENT CORP. OR EQUAL**

Overall Width	46 in
Height	26 in
Length	11 in
Approximate Weight	180 lb.

**POWER RAKE - FFC ATTACHMENTS
OR EQUAL**

Working Width	90 in
Overall Width	101 in
Fully Angled Width	86 in
Height	30.3 in
Angle Option	Manual Hydraulic
Weight	1075 lb.

PREPARATOR – FFC ATTACHMENTS OR EQUAL		P 76
Bucket Capacity		12.5 cu ft
Overall width		85.25 in
Bucket Swath Width		76 in
Overall Bucket Height		25.53 in
Overall Bucket Length		53 in
RPM-r/min@16 gpm Nominal Flow		0-100
Overall Drum Diameter		21.5 in
Tooth Thickness		.19 in
Tooth Length		2.19 in
Number of Teeth		340
Rake Drive		#80H Roller Chain
Brush Drive		#50H Roller Chain
Overall Weight		1465 lb.

ROCK WHEEL WITH 50 GALLON WATER KIT – WOODS EQUIPMENT CORP. OR EQUAL	RW 12	RW 18	RW 24
Depth of Cut	0-12 in	0-18 in	0-24 in
Width of Cut	2.5/4.5 in	2.5/4.5 in	2.5/4.5 in
Number of Teeth	28/33	42/44	56/66
Side Shift	22 in	22 in	22 in
Weight	1600 lb.	1800 lb.	2100 lb.
Wheel Speed	60 rpm	60 rpm	60 rpm
Cutting Speed	Up to 15 fpm	Up to 15 fpm	Up to 15 fpm

ROLLER - VIBRATORY - VR 66A
WOODS EQUIPMENT
CORP. OR EQUAL

Drum Width	66 in
Overall Width	73 in
Drum Oscillation	+/-50 degrees
Overall Height	27 in
Overall length	33 in
Drum Diameter	24 in
Total Output	8740 lb.
Frequency VPM	2000 @ 15 gpm
Weight lbs. Smooth	1633 lb.
Weight lbs. Padded	1850 lb.

VR 73A

Drum Width	73 in
Overall Width	80.5 in
Drum Oscillation	+/-15 degrees
Overall Height	27 in
Overall length	33 in
Drum Diameter	24 in
Total Output	10,240 lb.
Frequency VPM	2000 @ 15 gpm
Weight lbs. Smooth	1762 lb
Weight lbs. Padded	2100 lb.

SCARIFIER - WOODS EQUIPMENT SF 3000
CORP. OR EQUAL

Working Width	40 in
Overall Width	63 in
Height	27 in
Length	20 in
Approximate Weight	350 lb.
Number of Shanks	5

SNOW BLADE - FFC ATTACHMENTS SB 96
OR EQUAL

Length	96 in
Height with Edge	23.25 in
Angled Width	82.9 in
Weight	525 lb.

SNOW BLOWER - FFC		84	84H
ATTACHMENTS OR			
EQUAL			
Cutting Width		84 in	84 in
Shroud Opening		25 in	36 in
Overall Depth		38 in	43 in
Overall Height		56.75 in	74 in
Weight		720 lb.	1230 lb.

STUMP GRINDER	SG 20	SG 40	SG 60
- WOODS			
EQUIPMENT			
CORP. OR EQUAL			
Overall Length	64.1 in	64.1 in	64.1 in
Telescopic Extension	7 in	7 in	7 in
Horsepower	To 20 HP	To 40 HP	To 60 HP
Delivered			
Cutting Height	21 in	21 in	21 in
Above Ground			
Cutting Depth Below	16 in	16 in	16 in
Ground			
Cutting Wheel	3.25 in	3.25 in	3.25 in
Width			
Cutting Width	60 in	60 in	60 in
Swing Range	140 degrees	140 degrees	140 degrees
Type of Teeth	0.5 in slanted, carbide	0.5 in slanted, carbide	0.5 in slanted, carbide
	tip	tip	tip
Number of Teeth	32	32	32
Wheel Diameter	18 in	18 in	18 in
Wheel Speed	700 rpm	900 rpm	900 rpm
(Approx			
Weight	765 lb.	775 lb.	840 lb.

**TILLER – WOODS
EQUIPMENT CORP. OR
EQUAL**

	TL 73	TL 84
Overall Width	86 in	97 in
Cutting Width	73 in	84 in
Working Depth	6 in	6 in
Overall Height	31 in	31 in
Number of Tines	36	40
Tine Rotation	Bi-directional	Bi-directional
Weight	1050 lb.	1228 lb.
Driveline	(2) in-line gerotor motors	(2) in-line gerotor motors
Maximum Tine Speed	121 rpm	121 rpm
Max Flow	25 gpm @ 2000 psi	46 gpm @ 3500 psi

TREE SPADE – FFC ATTACHMENTS OR EQUAL	TS36	TS40	TS42	TS44	TS48
Maximum Ball Size	36 in	40 in	42 in	44 in	48 in
Weight	258 lb.	312 lb.	360 lb.	378 lb.	425 lb./

TRENCHER – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	615	625	650C
Boom Size	36 in	48 in	48 in
Trench Depth @ Recommended Angle	36 in	48 in	48 in
Chain Width	6 in	6 in	6 in
Recommended Trenching Angle	65 degrees	65 degrees	65 degrees
Length	65 in	86 in	84 in
Width	42 in/50.5 in	53 in	43 in
Height	28 in	32 in	37 in
Spoil Discharge	24 in	18 in	27 in
Reach			
Weight	495 lb/775 lb	N/A	N/A

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>31,213.00</u>	per unit
	6-10	<u>same</u>	per unit
	11 and over	<u>same</u>	per unit

Prices for loader and all attachments In quantities of	1-5	<u>279,302.00</u>	per unit
	6-10	_____	per unit
	11 and over	_____	per unit

$$279,302 = 31,213 + 248,089$$

machine price + one of each attachment

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: 33

*Exceeds spec minimum
Requirement*

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

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 ☐ NOManufacturer: Bradco

	MODEL: X1475	MODEL: X1975
Auger	\$ 1270	\$ 1375
BITS - HEX:		
6" X 50" Head	\$ 122	\$ 122
12" x 50" Head	\$ 203	\$ 203
24" x 50" Head	\$ 345	\$ 345
SINGLE FLIGHT EXTENSIONS:		
12" Extension	\$ 152	\$ 152
24" Extension	\$ 227	\$ 227
48" Extension	\$ 379	\$ 379

TOTAL PRICE:

\$ 2698\$ 2803

X9.4.2 Does the BACKHOE WITH 12 INCH BUCKET you are providing meet or exceed the specification?

☒ YES ☐ NOManufacturer: Bradco

	MODEL:	MODEL:	MODEL:	MODEL:
	509	511	609	611
Bucket with 12	5874	6190	6288	6681

Model
509Model
511Model
609Model
611

22

Inch Bucket 12"	\$ 345	\$ 345	\$ 345	\$ 345
-----------------	--------	--------	--------	--------

TOTAL PRICE:	\$ 6219	\$ 6535	\$ 6633	\$ 7026
--------------	---------	---------	---------	---------

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

Manufacturer:

FFC

	MODEL: MB12	MODEL: MB18	MODEL: MB24
Backhoe - Mini	\$ 1367	\$ 1423	\$ 1481

TOTAL PRICE:	\$ 1367	\$ 1423	\$ 1481
--------------	---------	---------	---------

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

Manufacturer:

ATI

	MODEL: DB96
Blade - Dozer	\$ 3583

TOTAL PRICE:	\$ 3583
--------------	---------

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

Manufacturer:

ATI

	MODEL: Tree Boom 66"
Boom - Material Handling	\$ 441

TOTAL PRICE:

\$

441

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

Manufacturer: Caterpillar Exceeds Minimum Spec

	MODEL: HSSDS
Breaker – Hydraulic	\$ 6420

TOTAL PRICE:

\$

6420

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: AB84
Broom – Angle – Poly/Wire Bristles – Std. Manual Angle	\$ 3530
Optional Water Kit with 25 Gallon Tank	\$ 620
Optional Hydraulic Angle	\$ 728

TOTAL PRICE:

\$

4878

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

Manufacturer: Sweepster

	MODEL: SB Hopper Broom
Broom -- General Purpose Pick-Up	\$ 3034

TOTAL PRICE:

\$ 3034

Includes gutter broom attachment as specified in 9.4

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

Manufacturer: Bradco

9.4 Spec's
Require HF

	MODEL: 72" HF Rotary Cutter
Brush Cutter	\$ 3478

TOTAL PRICE:

\$ 3478

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

Manufacturer: ATI / FFC

Manufacturer:

	MODEL: B984
Bucket - Brush Grapple	\$ 2595

TOTAL PRICE:

\$ 2595

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

Manufacturer: FFC

MODEL:

FSG 66"

FSG 72"

25

Bucket-Forked Scrap Grapple	\$ 2727	2820
TOTAL PRICE:	\$ 2727	\$ 2820

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

Manufacturer: Woods

	MODEL: GP66S	MODEL: GP73S	MODEL: GP66L	MODEL: GP73L
Bucket - General Purpose	\$ 565	\$ 582	\$ 599	\$ 616
Optional Teeth	\$ 188	\$ 188	\$ 189	\$ 189
Optional Bolt on Cutting Edge	\$ 103	\$ 103	\$ 103	\$ 103
Optional Bolt on Toothbar Inside Bucket Width	\$ 198	\$ 213	\$ 198	\$ 213

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1054 \$ 1086 \$ 1089 \$ 1121

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

Manufacturer: Woods

	MODEL (GPU): UT73	MODEL (LM): LM73	MODEL (LM): LM78	MODEL (LM): LM84
Bucket (GPU)	\$ 753			
Bucket (LM)		\$ 873	\$ 925	\$ 993
Optional Bolt on Cutting Edge	\$ 103	\$ 103	\$ 103	\$ 103
Optional Bolt on Toothbar Inside	213	213	228	228

MULTI PURPOSE

Bucket Width \$ On Previous Page

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1069 \$ 1189 \$ 1256 \$ 1324

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

Manufacturer: Woods

	MODEL: <u>SG72</u>	MODEL: <u>SG78</u>
Bucket – Heavy Duty Scrap Grapple	\$ <u>2927</u>	\$ <u>2971</u>
Optional Bolt on Cutting Edge	\$ <u>100</u>	\$ <u>124</u>

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 3027 \$ 3095

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

Manufacturer: Woods

	MODEL: <u>MP73</u>	MODEL: <u>MP78</u>
Bucket-Multi Purpose	\$ <u>2367</u>	\$ <u>2504</u>
Optional Bolt on Reversible Cutting Edge	\$ <u>130</u>	\$ <u>124</u>
Optional Bolt on Toothbar Inside Bucket Width	\$ <u>212</u>	\$ <u>228</u>

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 2709 \$ 2856

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

Manufacturer: ATI

	MODEL: <u>RB 75</u>
Bucket - Rock	\$ <u>976</u>

TOTAL PRICE: \$ 976

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

Manufacturer: FFC

	MODEL: <u>LAFS41Z</u>	MODEL: <u>LAFS416</u>	MODEL: <u>LAFS418</u>	MODEL: <u>LAFS424</u>	MODEL: <u>LAFS430</u>
Cold Planer	\$ <u>5149</u>	\$ <u>8241</u>	\$ <u>8505</u>	\$ <u>9284</u>	\$ <u>10854</u>

TOTAL PRICE: \$ 5149 \$ 8241 \$ 8505 \$ 9284 \$ 10854

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

Manufacturer: FFC

	MODEL: <u>10024</u>
Concrete Claw	\$ <u>1146</u>

TOTAL PRICE: \$ 1146

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

Manufacturer: ATI

	MODEL: <u>PF48</u>
Forks - Pallet	\$ <u>592</u>

TOTAL PRICE: \$ 592

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

Manufacturer: FFC

	MODEL: <u>LG28</u>
Grapple-Log Fork	\$ <u>2470</u>

TOTAL PRICE: \$ 2470

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

Manufacturer: ATI

	MODEL: <u>LAF170Z</u>
Hitch-Three Point	\$ <u>413</u>

TOTAL PRICE: \$ 413

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

Manufacturer: FFC

	MODEL: <u>PRA90</u>
Power Rake	\$
Manual Angling	\$ <u>5183</u>
Hydraulic Angling	\$ <u>5793</u>

TOTAL MANUAL ANGLING PRICE: \$ 5183

TOTAL HYDRAULIC ANGLING PRICE: \$ 5793

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

Manufacturer: FFC

	MODEL: <u>P76</u>
Preparator	\$ <u>5361</u>

TOTAL PRICE: \$ 5361

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>8948</u>	\$ <u>9592</u>	\$ <u>10,042</u>

TOTAL PRICE: \$ 8948 \$ 9592 \$ 10,042

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

Manufacturer: ATI

	MODEL: <u>66" Vibratory Roller</u>	MODEL: <u>73" Vibratory Roller</u>
Roller - Vibratory	\$	\$
Smooth Drum	\$ <u>4996</u>	\$ <u>5209</u>
Padded Drum	\$ <u>5316</u>	\$ <u>5534</u>

TOTAL SMOOTH DRUM:	\$ <u>4996</u>	\$ <u>5201</u>
TOTAL PADDED DRUM:	\$ <u>5316</u>	\$ <u>5534</u>

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

Manufacturer: FFC

Scarifier	MODEL: 40" Front Mount Scarifier
	\$ 661

TOTAL PRICE: \$ 661

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

Manufacturer: EFC

	MODEL: SB96
Snow Blade	\$ 1720

TOTAL PRICE: \$ 1720

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

Manufacturer: FFC

	MODEL:	84	MODEL:	84 H
Snow Blower	\$	352	\$	6313

TOTAL PRICE: \$ 3521 \$ 6313

X9.4.29 Does the **STUMP GRINDER** you are providing meet or exceed the specifications?

☒ YES ☐ NO

Manufacturer: Woods

	MODEL:	MODEL:	MODEL:
	SG20B	SG40B	SG60B
Stump Grinder	\$ 3559	\$ 3671	\$ 4919

TOTAL PRICE: \$ 3559 \$ 3671 \$ 4919

X9.4.30 Does the **TILLER** you are providing meet or exceed the specifications?

☒ YES ☐ NO

Manufacturer: Woods

	MODEL:	MODEL:
	TL73	TL84
Tiller	\$ 3418	\$ 4130

TOTAL PRICE: \$ 3418 \$ 4130

X9.4.31 Does the **TREE SPADE** you are providing meet or exceed the specifications?

☒ YES ☐ NO

Manufacturer: FFC

MODEL:	MODEL:	MODEL:	MODEL:	MODEL:
--------	--------	--------	--------	--------

	TS36	TS40	TS42	TS44	TS48
Tree Spade	\$ 808	\$ 846	\$ 865	\$ 886	\$ 923

TOTAL
PRICE: \$ 808 \$ 846 \$ 865 \$ 886 \$ 923

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

Manufacturer: Bradco

	MODEL:	MODEL:	MODEL:
	625	640	640 HF
Trencher	\$ 2747	\$ 4223	\$ 4239

TOTAL PRICE: \$ 2747 \$ 4223 \$ 4239

* Model numbers have changed but
Spec is correct

GRAND TOTAL FOR ALL ATTACHMENTS:

\$ 248,089



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

RFQ COPY

TYPE NAME/ADDRESS HERE

CI Walker Machinery
PO Box 2427
Charleston WV 25329

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
05/02/2007						
BID OPENING DATE: 05/09/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				CHANGES TO THE SPECIFICATIONS.		
				IF AN ATTACHMENT DOES NOT HAVE HYDRAULIC QUICK DISCONNECTS OR WIRING INSTALLED, INCLUDE THE HYDRAULIC DISCONNECTS AND WIRING HARNESS WITH THE ATTACHMENTS, HIGHWAYS WILL INSTALL. DO NOT INCLUDE LABOR IN YOUR PRICING FOR SUBJECT ATTACHMENTS.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	1	EA		760-51		31,213 machine only
				SKID STEER LOADER WITH ATTACHMENTS		279,302 machine, one set of each attachment
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE CER				TELEPHONE 304-389-4190	DATE 5/8/07	
TITLE Sales Representative				FEIN 550 352 647		
ADDRESS CHANGES TO BE NOTED ABOVE						

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

RFQ COPY

TYPE NAME/ADDRESS HERE

CI Walker Machinery
PO Box 2427
Charleston WV 25329

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

DATE PRINTED 05/04/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/09/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-51		31,213 machine only
				SKID STEER LOADER WITH ATTACHMENTS		279,302 machine and one of each attachment
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>CEP</i>	TELEPHONE 304-389-4196	DATE 5/8/07
TITLE Sales	FEIN 550 352 2647	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM NO. 4

Changes to the specifications on Addendum No. 2

Page 14

ROCK WHEEL
WITH 50 GALLON
WATER KIT

RW 12

RW 18

RW 24

READS:

Width of Cut

2.5/4.5 in

2.5/4.5 in

2.5/4.5 in

TO READ:

2.5

2.5

2.5

Page 24

Bottom of Page

READS:

MODEL:

TO READ:

MODEL: _____

MODEL: _____

Page 25

Top of Page

READS:

TOTAL PRICE:

TO READ:

TOTAL PRICE

\$ _____

TOTAL PRICE

\$ _____

Page 29

X9.4.24

NO CHANGES

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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2. The State may accept or reject in part, or in whole, any bid.
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4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

PURCHASING CONTINUATION SHEET

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

Vendor:

Requisition No.: 707EC020

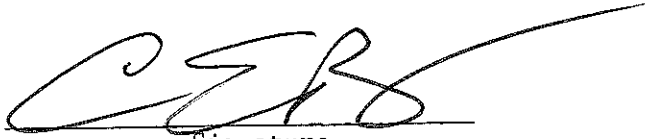
ADDENDUM ACKNOWLEDGEMENT

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.


Signature
C. Walker Machinery
Company
5/8/07
Date

2580930



Cat[®] 246C

SKID STEER LOADER

FEATURES:

The Cat[®] 246C Skid Steer Loader, with its radial lift design, delivers excellent digging performance with outstanding drawbar power. The 246C features the following:

- **Sealed and pressurized cab option** provides a cleaner and quieter operating environment.
- **Seat mounted adjustable joystick controls and available air ride seat** make the C-Series the industry leader in operator comfort.
- **High performance power train** provides high engine horsepower and torque. Electronic Torque Management and standard foot throttle allow the machine to be operated at part throttle for lower sound levels and fuel consumption.

- **High Flow XPS hydraulic system** is available for applications that demand maximum hydraulic work tool performance.
- **Easy routine maintenance** helps reduce machine downtime for greater productivity.
- **Caterpillar's broad range of performance matched work tools** make the Cat Skid Steer Loader the most versatile machine on the jobsite.

Specifications

Engine

Engine Model	Cat [®] 3044C DIT	
Gross Power SAE J1995	56 kW	75 hp
Net Power SAE 1349	54 kW	73 hp
Displacement	3.3 L	201 in ³
Stroke	120 mm	4.7 in
Bore	94 mm	3.7 in

Weights

Operating Weight	3348 kg	7,381 lb
------------------	---------	----------

Power Train

Travel Speed (Forward or Reverse):

One Speed	12.5 kph	7.7 mph
Two Speed Option	19.3 kph	11.9 mph

Hydraulic System

Hydraulic Flow – Standard:

Loader Hydraulic Pressure	23 000 kPa	3,335 psi
Loader Hydraulic Flow	84 L/min	22 gal/min
Hydraulic Power	31.9 kW	42.8 hp

Hydraulic Flow – High Flow XPS:

Max. Loader Hydraulic Pressure	28 000 kPa	4,061 psi
Max. Loader Hydraulic Flow	125 L/min	33 gal/min

Operating Specifications

Rated Operating Capacity	975 kg	2,150 lb
Rated Operating Capacity with Optional Counterweight	1099 kg	2,423 lb
Tipping Load	1950 kg	4,300 lb
Breakout Force, Tilt Cylinder	3324 kg	7,328 lb

Cab

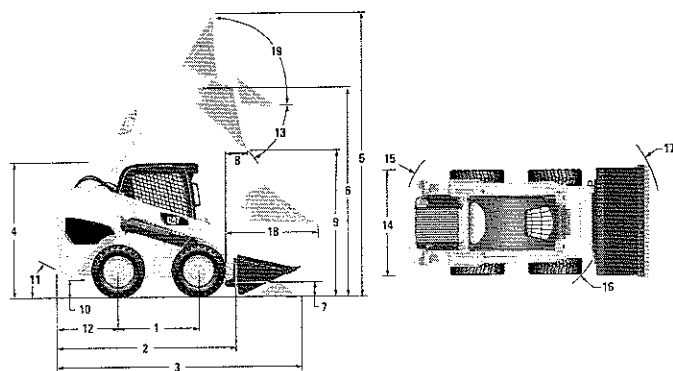
ROPS	SAE J1040 MAY94, ISO 3471:1994
FOPS	SAE J1043 SEPT87, ISO 3449:1992 Level I
FOPS Level II	SAE J231 JAN81, ISO 3449:1992 Level II

Service Refill Capacities

Chain Box, each side	10 L	2.6 gal
Cooling System	14 L	3.7 gal
Engine Crankcase	10 L	2.6 gal
Fuel Tank	98 L	26 gal
Hydraulic System	57 L	15 gal
Hydraulic Tank	42 L	11 gal

CATERPILLAR[®]

246C Skid Steer Loader



Dimensions

1 Wheelbase	1240 mm	48.8 in
2 Length w/o Bucket	3124 mm	123 in
3 Length w/Bucket on Ground	3692 mm	145.3 in
4 Height to Top of Cab	2083 mm	82 in
5 Max. Overall Height	3998 mm	157.4 in
6 Bucket Pin Height at Max. Lift	3122 mm	122.9 in
7 Bucket Pin Height at Carry Position	200 mm	7.8 in
8 Reach at Max. Lift and Dump	600 mm	23.6 in
9 Clearance at Max. Lift and Dump	2425 mm	95.4 in
10 Ground Clearance	225 mm	8.8 in
11 Departure Angle	26°	
12 Bumper Overhang Behind Rear Axle	1089 mm	42.8 in
13 Maximum Dump Angle	40°	
14 Vehicle Width over Tires	1676 mm	66 in
15 Turning Radius from Center – Machine Rear	1486 mm	58.5 in
16 Turning Radius from Center – Coupler	1629 mm	64.1 in
17 Turning Radius from Center – Bucket	2413 mm	94.9 in
18 Max. Reach w/Arms Parallel to Ground	1388 mm	54.6 in
19 Rack Back Angle at Max. Height	96°	

MANDATORY EQUIPMENT

- Hydraulics, Standard or High Flow XPS
- Quick Coupler, Mechanical or Hydraulic
- Seat Belt, 50 mm (2 in) or 75 mm (3 in)

COMFORT PACKAGE (must select one of the following)

- Open ROPS (C1): Cup Holder, Radio Ready, Suspension Seat, (No Heater or Door)
- Enclosed ROPS with Heat (C2): Cup Holder, Radio Ready, Seat (choice of Suspension or Air Ride), Heater and Defroster, Side Windows, Door (either Glass or Polycarbonate)
- Enclosed ROPS with A/C (C3): C2 + Air Conditioner

PERFORMANCE PACKAGE (must select one of the following)

- Performance Package 1: One Speed
- Performance Package 2: One Speed, Self Level
- Performance Package 3: Two Speed, Self Level
- Performance Package 4: Two Speed, Self Level, Ride Control, Advanced Machine Information and Control System (AMICS)

STANDARD EQUIPMENT

ELECTRICAL

- 12 volt Electrical System
- 90 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: Gauge Backlighting, Two Rear Tail Lights, Two Rear Working Lights, Two Adjustable Front Halogen Lights, Dome Light
- Backup Alarm
- Heavy Duty Battery, 850 CCA

OPERATOR ENVIRONMENT

- Gauges: Fuel Level, Hour Meter
- Operator Warning System Indicators: Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Park Brake Engages
- Vinyl Seat
- Fold in Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages
- ROPS Cab, Open, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Headliner, Deluxe
- Floor Mat
- Interior Rear View Mirror
- 12 volt Electric Socket
- Horn

POWER TRAIN

- Cat® 3044C DIT Tier 2 Compliant Diesel Engine
- Air Cleaner, Dual Element, Radial Seal
- S-O-SSM Sampling Valves, Engine Oil and Hydraulic Oil
- Filters, Spin-on, Hydraulic
- Filters, Bayonet-type, Fuel and Water Separator
- Tilt Up Radiator/Hydraulic Oil Cooler
- Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- Hydrostatic Transmission
- Four Wheel Chain Drive

OTHER

- Engine Enclosure, Lockable
- Extended Life Antifreeze, -37° C (-34° F)
- Machine Tie Down Points (4)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Caterpillar ToughGuard™ Hose
- Auxiliary, Hydraulics, Continuous Flow
- Heavy Duty, Flat Faced Quick Disconnects
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly Pan Cleanout

OPTIONAL ATTACHMENTS

- Counterweight, increases rated operating capacity 90 kg (200 lb)
- Beacon, Rotating
- Engine Block Heater – 120V or 240V
- Oil, Hydraulic, Cold Operation
- Paint, Custom

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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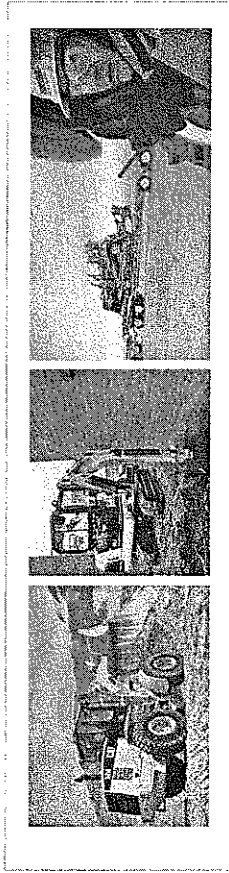
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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Caterpillar dealer for available options.

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CATERPILLAR®

COUNT ON CAT INSURANCE TO PROTECT YOUR INVESTMENT



Extended Service Coverage (ESC) is the only service plan designed specifically for buyers of new Cat® machines, providing the highest level of repair cost protection available. Backed by the worldwide resources of Caterpillar, ESC will enhance and sustain your entire ownership experience with comprehensive coverage and total peace of mind.

You buy the best in heavy equipment and machinery because you can count on it to get the job done. Caterpillar® secures your investment with a standard warranty that provides 6-12 months of worry-free operation. But the lifespan of Cat machines well exceeds that timeframe, so your Cat Dealer offers ESC, which protects you for the long haul. ESC wraps around the factory warranty, ensuring that your investment is safeguarded beyond the standard warranty period.

With three levels of coverage, you choose the option that best suits your needs and your budget—whether **Powertrain**, **Powertrain+Hydraulic** or, the most comprehensive, **Premier ESC**. Each will add valuable years and hours of operation to your standard warranty period, keeping major repair costs from negatively impacting your bottom line.

From earthmoving construction equipment to forestry and mining machines, ESC covers parts and labor for defects in material and workmanship.

Note: The following are partial lists of machine components that are protected or excluded by Cat Insurance Extended Service Coverage. The actual Dealer contract will govern.

COVERAGE OPTIONS

Premier ESC

The most comprehensive coverage option, Premier ESC coverage includes Powertrain components, Powertrain+Hydraulic components (see below), as well as additional powertrain hydraulic, electrical and structural components.

- Radiator and muffler
- Undercarriage non-moving components
- External hoses and lines for oil, water and air
- Transmission pumps, controls and valves
- Hydraulic brake system components
- Electric system
- Machine electronic controls
- Drive train electronic controls

COVERED

- Moving undercarriage components
- Service items
- Maintenance items with other warranty statement
- Items not included under Standard Machine Warranty

EXCLUDED

Powertrain+Hydraulic ESC

Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

- Hydraulic steering hoses & lines
- Hydraulic quick-couplers & swivels
- Hydraulic tanks/oil filter base
- Hydraulic pumps & motors
- Hydraulic valves & controls
- Hydraulic cylinders

COVERED

- Winch pumps & valves
- Hydraulic brake system parts
- Hydraulic actuated worktools & attachments

EXCLUDED

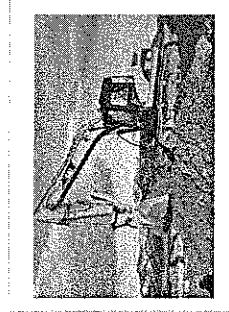
Powertrain ESC

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major Powertrain component categories.

- Basic engine and transmission
- Torque converter/divider
- Drive line/differential
- Certain electronic controls and sensors
- Undercarriage components
- MT/LM/HE track belts & assemblies
- Radiator

COVERED

EXCLUDED



Dealer Responsibilities:

- Perform necessary inspections to confirm eligibility.
- Install only Caterpillar approved parts on covered repairs.
- Validate your enrollment in the program.

Customer Responsibilities:

- Operate the equipment according to the Caterpillar Operation & Maintenance Manual.
- Have recommended preventative maintenance performed at service intervals specified in the Operation & Maintenance Manual.
- Upon request, provide proof of preventative maintenance compliance. Proof can include receipts, copies of work orders or invoices.
- Promptly provide the machine for repair in the event of a covered component failure.



PREMIER ESC

Our most comprehensive coverage option, Premier ESC coverage includes Powertrain+Hydraulic components (see below) as well as additional electrical and structural components.

Body
-Guards
-Operator's Compartment
-Suspension
-Electrical
-Drive Train Electronic Controls
-Electric System
-Implement Electronic Controls
-Machine Electronic Controls
-Protection Devices & Alarms
-Engine Attachments
-External Hoses
-Muffler
-Radiator
-Undercarriage Non-Moving Components

POWERTRAIN+HYDRAULIC ESC

Coverage includes Powertrain components (see below) as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

Hydraulic Accumulators
Hydraulic Cylinders
Hydraulic Oil Filters
Hydraulic Pumps & Motors
Hydraulic Release, Drop & Change Valves
Hydraulic Tanks
Hydraulic Valves & Controls

POWERTRAIN ESC

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major Powertrain component categories.

Basic Engine
Differential
Differential Steering Components
Engine Electronic Controls & Sensors
Hydraulic Oil Coolers
Hydraulic Motor, Piston Type
Steering Brake Components (Internal)
Steering Clutch Components
Torque Converter/Divider
Transfer Gear Group
Transmission
Vibratory Motor & Pump
Unit Injector Hydraulic Pump
Hydrostatic Hydraulic Propel Drive Motor
Transmission Oil Pump, Controls & Valves

Basic Engine
Differential
Differential Steering Components
Engine Electronic Controls & Sensors
Hydraulic Oil Coolers
Hydraulic Motor, Piston Type
Steering Brake Components (Internal)
Steering Clutch Components
Torque Converter/Divider
Transfer Gear Group
Transmission
Vibratory Motor & Pump
Unit Injector Hydraulic Pump
Hydrostatic Hydraulic Propel Drive Motor
Transmission Oil Pump, Controls & Valves

Basic Engine
Differential
Differential Steering Components
Engine Electronic Controls & Sensors
Hydraulic Oil Coolers
Hydraulic Motor, Piston Type
Steering Brake Components (Internal)
Steering Clutch Components
Torque Converter/Divider
Transfer Gear Group
Transmission
Vibratory Motor & Pump
Unit Injector Hydraulic Pump
Hydrostatic Hydraulic Propel Drive Motor
Transmission Oil Pump, Controls & Valves

Extended Service Coverage (ESC) is designed specifically for Cat® machines and will enhance and sustain your entire ownership experience with comprehensive coverage and peace of mind. With three levels of coverage, you choose the option that best suits your needs and your budget—whether **Powertrain**, **Powertrain+Hydraulic** or our most comprehensive **Premier ESC**. Each will add valuable years and hours of operation past your standard warranty period, keeping major repair costs from negatively impacting your bottom line.

Note: The following are partial lists of machine components that are protected or excluded by Cat Insurance Extended Service Coverage. The actual Dealer contract will govern.

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: CI Walker Machinery

Signed: _____

Title: Sales Representative

Date: 5/7/07

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: At Walker Machinery

Authorized Signature: [Signature] Date: 5/7/07