



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:  
**DNR210174**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**CLEVELAND BROS. EQUIP. CO. INC.  
 4265 WILLIAM PENN HWY.  
 MURRYSVILLE, PA. 15668**

**DIVISION OF NATURAL RESOURCES  
 STONEWALL JACKSON STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 149 STATE PARK TRAIL  
 ROANOKE, WV  
 26447  
 304-269-0523**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2010				

BID OPENING DATE: **04/14/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-85	\$87,845.00	\$87,845.00
<p><b>TRACTORS, CRAWLER TYPE</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR A FORESTRY GRADE COMPACT TRACK LOADER WITH THE ROTARY MULCHER ATTACHMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OF VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 03/30/2010 AT 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

**RECEIVED**  
**010 APR 14 A 10:06**  
**PURCHASING DIVISION**  
**STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **724-325-9337** DATE:

TITLE: **Gov Sec Mgr** FEIN: **23-1303465** ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 CLEVELAND Bros. equip, co. inc  
 4565 WILLIAM PENN HWY.  
 MURRYSVILLE, PA. 15668

SHIP TO

DIVISION OF NATURAL RESOURCES  
 STONEWALL JACKSON STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 149 STATE PARK TRAIL  
 ROANOKE, WV  
 26447 304-269-0523

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2010				
BID OPENING DATE: 04/14/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: m SEALED BID BUYER: 44 RFQ. NO.: DNR210174 BID OPENING DATE: 04/14/10 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 724-327-9318 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Jack Pajan Governmental Sales Manager						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Jack Pajan</i>	TELEPHONE 724-327-1300	DATE
TITLE Gov SLS MGR	FEIN 23-1303465	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Forestry Mulcher  
Manufacturer's List**

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation.

ITEM NO.	EQUIPMENT	MANUFACTURER	MODEL
		Caterpillar	297C
1	ASV Model PT-100 Forestry Loader & ASV Model HD7460B Rotary Mulcher Attachment or Equal	Caterpillar	HM312

FORESTRY MULCHER  
PRICING SHEET

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	ASV Model PT-100 Forestry Loader & ASV Model HD7460B Rotary Mulcher Attachment or Equal		
TOTAL COST				\$87,845.00

**THE PENNSYLVANIA GAME COMMISSION CURRENTLY  
UTILIZES (6) CAT 297C's AND (6) HM312 MULCHING HEADS**

## **BID EXCEPTIONS**

**ASV PT100  
99 HP**

**CAT 297C  
94 HP**

**HD7460B MULCHER  
60" CUTTING WIDTH**

**HM312 MULCHER  
57" CUTTING WIDTH**

**Cleveland  
Brothers****CAT****CONSTRUCTION EQUIPMENT QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT**

TO: Div. of . Natural Resources – Stonewall Jackson State Park

DATE: 04/13/2010

149 State Park Trail

Roanoke, Wva. 26447

ATTENTION: Park Superintendent

IN RESPONSE TO YOUR INQUIRY:

WE ARE PLEASED TO QUOTE AS SPECIFIED BELOW:

THIS QUOTATION IS BASED UPON YOUR SPECIFICATIONS, WHICH MAY NOT COMPLY WITH GOVERNMENTAL REGULATIONS APPLICABLE TO THE EQUIPMENT, PARTS AND/OR WORK COVERED BY THIS QUOTATION/OFFER TO SELL.

QUANTITY	MODEL	MANUFACTURER AND DESCRIPTION OF PRODUCTS OR WORK	UNIT PRICE	EXTENSION
ONE	297C	NEW 2010 CATERPILLAR 297C MULTI-TERRAIN LOADER		
		• CATERPILLAR 297C MTL		
		SEAT BELT 2"		
		HEATER, ENGINE COOLANT, 120V		
		QUICK COUPLER, MANUAL		
		ENCLOSED ROPS WITH HEATER AND A/C		
		DOOR, CAB, POLYCARBONATE		
		BUCKET – GP WITH BOLT ON CUTTING EDGE		
		KIT – DEBRIS BARRIER		
		CONVERSION ARRANGEMENT		
		ENGINE, TIER III COMPLIANT		
		COUNTERWEIGHT		
		HYDRAULICS, HIGH FLOW XPS		
		PERFORMANCE PACKAGE		
		SEAT, COMFORT AIR SUSPENSION		

ATTENTION PURCHASER: CAREFULLY READ THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL. THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF DAMAGES -- THAT CONSTITUTE A PART OF THIS QUOTATION/OFFER TO SELL. CUSTOMER AND CLEVELAND BROTHERS EQUIPMENT CO. INC. UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

THE FOREGOING QUOTATION IS SUBJECT TO PRICES, AND APPLICABLE TERMS AND CONDITIONS IN EFFECT ON THE DATE OF ACCEPTANCE.

**TERMS:** NET 10 DAYS FROM INVOICE DATE, SUBJECT TO CREDIT APPROVAL: UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$300.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE.

BY: JACK PAJAN – GOVERNMENTAL SALES MANAGER

APPROX. SHIPPING DATE: 10 WEEKS ARO

F.O.B.: STONEWALL JACKSON STATE PARK

Manager's Signature:

YOUR **CATERPILLAR** DEALER



QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT CONTINUATION SHEET

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

QUANTITY	MODEL	MANUFACTURER AND DESCRIPTION OF PRODUCTS OR WORK	UNIT PRICE	EXTENSION
		GUARD, MANUAL COUPLER		
		CATERPILLAR MULCHER HM312		
		WARRANTY, 12 MONTHS 1500 HOURS		
		NET PRICE TO DIVISION OF NATURAL RESOURCES		\$87,845.00
		* PRICE INCLUDES CBEC INSTALLATION AND		
		MODIFICATION OD DEBRIS BARRIER KIT		
		CUSTOMIZED FOR MULCHING APPLICATIONS		
SUBJECT TO CLEVELAND BROTHERS' STANDARD TERMS AND CONDITIONS				



# CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

## MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

## USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

## CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
  - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
  - c. Special terms expressly stated on the face hereof;
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work -- for one hundred eighty (180) days from the date such Work is completed -- to be free from defects in materials and workmanship;
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

## DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE.

## SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). Customer acknowledges that Cleveland Brothers has instructed Customer that the Products ordered herein may require certain additional safety guards and devices before it can be used in compliance with the dictates of applicable federal, state or local laws, rules, regulations or safety codes (including OSHA Standards and the Coal Mine Act). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SUCH SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

## DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and CLEVELAND BROTHERS' officers, agents and employees, shall not be liable in tort -- whether based on negligence, strict liability, or any other theory of tort liability -- for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or servicing (including the entrance of CLEVELAND BROTHERS personnel onto purchaser's property for delivery, service or for any other purpose) of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in, or Products used in, any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

## EXCLUSIVE REMEDY AND

### EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE TO HIM.

## CUSTOMER'S RESPONSIBILITIES

1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.

2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.

3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.

4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.

5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

## OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

5) RISK OF LOSS: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment.

6) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

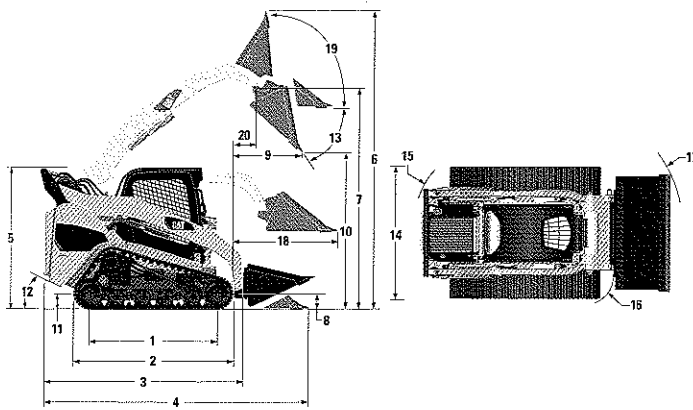
7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

Customer: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# 297C Multi Terrain Loader



## Dimensions

1 Length of Track on Ground	1808 mm	71.2 in
2 Overall Length of Track	2286 mm	90.0 in
3 Length w/o Bucket	3115 mm	122.6 in
4 Length w/Bucket on Ground	3833 mm	150.9 in
5 Height to Top of Cab	2115 mm	83.3 in
6 Max. Overall Height	4115 mm	162.0 in
7 Bucket Pin Height at Max. Lift	3279 mm	129.1 in
8 Bucket Pin Height at Carry Position	200 mm	7.8 in
9 Reach at Max. Lift and Dump	767 mm	30.2 in
10 Clearance at Max. Lift and Dump	2487 mm	97.9 in
11 Ground Clearance	225 mm	8.8 in
12 Departure Angle	35°	
13 Maximum Dump Angle	51°	
14 Vehicle Width	1981 mm	78.0 in
15 Turning Radius from Center – Machine Rear	1759 mm	69.3 in
16 Turning Radius from Center – Coupler	1487 mm	58.5 in
17 Turning Radius from Center – Bucket	2331 mm	91.8 in
18 Max. Reach w/Arms Parallel to Ground	1273 mm	50.1 in
19 Rack Back Angle at Max. Height	83°	
20 Bucket Pin Reach at Max. Lift	378 mm	14.9 in

## 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: Single Level Suspension Undercarriage, One Speed
- Performance Package 2: Dual Level Suspension Undercarriage, One Speed, Self Level
- Performance Package 3: Dual Level Suspension Undercarriage, Two Speed, Self Level, 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® C3.4 DIT Tier 3 Compliant Diesel Engine
- Air Cleaner, Dual Element, Radial Seal
- S-O-S™ 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

### 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
- 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](http://www.cat.com)

AEHQ5864-01 (5-08)

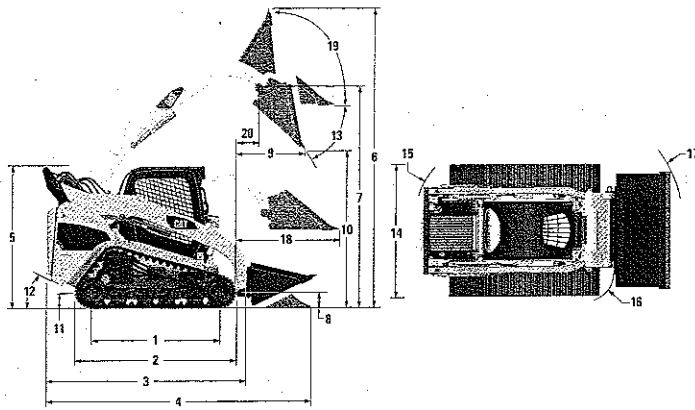
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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Caterpillar dealer for available options.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the POWER EDGE trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

**CATERPILLAR®**

# 297C Multi Terrain Loader



## Dimensions

1 Length of Track on Ground	1808 mm	71.2 in
2 Overall Length of Track	2286 mm	90.0 in
3 Length w/o Bucket	3115 mm	122.6 in
4 Length w/Bucket on Ground	3833 mm	150.9 in
5 Height to Top of Cab	2115 mm	83.3 in
6 Max. Overall Height	4115 mm	162.0 in
7 Bucket Pin Height at Max. Lift	3279 mm	129.1 in
8 Bucket Pin Height at Carry Position	200 mm	7.8 in
9 Reach at Max. Lift and Dump	767 mm	30.2 in
10 Clearance at Max. Lift and Dump	2487 mm	97.9 in
11 Ground Clearance	225 mm	8.8 in
12 Departure Angle	35°	
13 Maximum Dump Angle	51°	
14 Vehicle Width	1981 mm	78.0 in
15 Turning Radius from Center – Machine Rear	1759 mm	69.3 in
16 Turning Radius from Center – Coupler	1487 mm	58.5 in
17 Turning Radius from Center – Bucket	2331 mm	91.8 in
18 Max. Reach w/Arms Parallel to Ground	1273 mm	50.1 in
19 Rack Back Angle at Max. Height	83°	
20 Bucket Pin Reach at Max. Lift	378 mm	14.9 in

## 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: *Single Level Suspension Undercarriage, One Speed*
- Performance Package 2: *Dual Level Suspension Undercarriage, One Speed, Self Level*
- Performance Package 3: *Dual Level Suspension Undercarriage, Two Speed, Self Level, 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® C3.4 DIT Tier 3 Compliant Diesel Engine
- Air Cleaner, Dual Element, Radial Seal
- S-O-S<sup>SM</sup> 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

### 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
- 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](http://www.cat.com)

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**CATERPILLAR®**



# Cat<sup>®</sup> Mulchers

Skid Steer Loaders  
Multi Terrain Loaders  
Compact Track Loaders

Cat<sup>®</sup> Mulchers are designed for high-performance cutting, and mulching vegetation and undergrowth from typical wooded terrain. The hydraulic mulcher reduces saplings, shrubs and trees into mulched material, making it ideal for environmental maintenance, such as creating fire lanes. Other applications include: reclaiming untilled land, removing foliage from building construction sites, and shredding pruned material and organic waste for biomass production.

#### Features:

##### Axial piston hydraulic motor

- Axial piston hydraulic motor provides smooth, efficient performance.

##### Rugged mulching head

- Rugged mulching head processes trees up to 200 mm (8 in) diameter for effective land clearing applications.

##### Fixed tooth balanced rotor

- Fixed tooth balanced rotor provides excellent operating efficiency at high speed.

##### Adjustable push frame

- Adjustable push frame is standard equipment on both the HM312 and HM315 and provides the ability to position trees to allow for optimum cutting and efficiency. It also provides operator cab protection.

##### Heavy-duty bearings

- Heavy-duty bearings extend work tool life.

##### Hydraulically operated front hood

- Hydraulically operated front hood allows trees to be cut when opened and allows dense vegetation to be mulched.

##### V-belt drive

- V-belt drive protects the motor against blockages.

##### Rear chain guard protection

- Rear chain guard protection reduces spread of material.

##### Rigid, robust tempered steel

- Rigid, robust tempered steel construction provides fully guarded protection in tough applications.

##### Cat XT<sup>™</sup>-3 ES hose, couplings and O-ring face seals

- Cat XT-3 ES hose, couplings and O-ring face seals provide superior, leak-free performance and reliability. All hoses are wrapped with nylon woven cordura sleeving for added operator protection. Hydraulic quick disconnects enable fast tool changes.

##### Quick coupler

- Rugged, opposing edge design holds the work tool securely and allows the operator to quickly change from one high performance Cat Work Tool to another.

## Compatibility

#### Model Machines

HM312\* 246C, 256C, 262C, 272C, 277C, 287C, 297C, 299C, 289C, 299C

HM315\* 246C, 256C, 262C, 272C, 277C, 287C, 297C, 299C, 289C, 299C

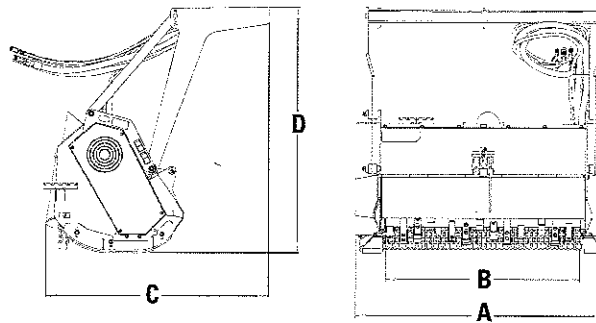
\* Requires high flow or high flow XPS option on machine.

Debris Barrier recommended.

**CATERPILLAR<sup>®</sup>**

# Cat Mulchers

## Specifications



		<b>HM312</b>		<b>HM315</b>	
<b>A</b> Overall width	mm (in)	1640	(65)	1830	(72)
<b>B</b> Working width	mm (in)	1210	(48)	1450	(57)
<b>C</b> Length	mm (in)	1470	(58)	1470	(58)
<b>D</b> Overall height	mm (in)	1610	(63)	1610	(63)
Weight	kg (lb)	1035	(2,280)	1075	(2,365)
Drive method		V-belt drive		V-belt drive	
Motor		Axial piston hydraulic		Axial piston hydraulic	
Optimum hydraulic flow range	L/min (gpm)	120-137	(31.5-36)	120-137	(31.5-36)
Optimal hydraulic pressure range	bar (psi)	195-350	(2,828-5,075)	195-350	(2,828-5,075)
Drum speed range	rpm	1,800-2,100		1,800-2,100	
Fixed teeth per drum		28		34	
Maximum cutting diameter	mm (in)	200	(8)	200	(8)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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**CATERPILLAR**®

RFQ No. DNR210174

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Cleveland Brothers Equipment Co. Inc

Authorized Signature: [Signature] Date: 04-12-10

State of PA.

County of WESTMLD, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of April, 2010.

My Commission expires 20 COMMONWEALTH OF PENNSYLVANIA

AFFIX SEAL HERE

Notarial Seal  
Debra D. Herman, Notary Public  
Murrysville Boro, Westmoreland County  
My Commission Expires May 26, 2011  
Member, Pennsylvania Association of Notaries

[Signature]