



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
7011EC16

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/19/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	521E	760-44	\$104,475.00	\$104,475.00
<p>4 WHEEL DRIVE, RUBBER TIRED, ENLOADER</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER (TRANSMISSION WITH TORQUE CONVERTER), PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/28/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 03/10/2011 AT 10 AM IN 2019 WASHINGTON ST E CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS</p>						

RECEIVED

2011 MAR 24 PM 1:23

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	304-776-4405	3/22/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
GENERAL MANAGER	550658298	

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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EQUIPMENT DIVISION
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26201 304-472-1750

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<p>MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 7011EC16</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304-776-4405	3/22/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
GENERAL MANAGER	550658298		

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>[Signature]</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... STATE EQUIPMENT, INC. COMPANY</p> <p>..... 3/22/11 DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-4405	DATE 3/22/11
TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p>						

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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p>						

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				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-776-4409 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- EDDIE ROWAN, JR. -----						
***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL:						\$104,475.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 353-1-T

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER
(TRANSMISSION WITH TORQUE CONVERTER)

1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Wheel Drive Rubber Tired Endloader (hereinafter referred to as a "endloader" or 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, WILL 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 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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will 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 may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

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 185 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject 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 100 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

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, 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, 2011 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 or service 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 WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 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 excluding abuse and normal wear items is required for this unit.

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:

8.0 Endloader Specification:

8.1 Operating weight to be approximately 22,000 pounds (exclusive of tire ballast).

8.1.1 Unit shall have a breakout force of 18,500 pounds minimum.

8.2 Overall length (bucket lowered) 23 foot approximately.

8.3 Loader shall have articulated frame with full hydraulic power steering.

8.3.1 Tipping load straight 14,500 pounds minimum.

8.4 Overall height 10 feet 9 inches to top of cab (maximum).

8.4.1 Dumping clearance at maximum height and 45° dump angle shall be 108 inches minimum

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

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

8.7 All daily services should be done from ground level.

8.8 Engine:

8.8.1 Engine shall be manufacturers water cooled diesel powered and shall provide approximately 115-125 horse power and torque to operate machine and hydraulic system at maximum efficiency.

8.8.2 Manufacturers standard governor with key shut off, wire sealed by manufacturer.

8.8.3 Engine shall have an engine block water heating element (1500-2000 watt).

8.8.4 Heating element to have a male plug easily accessible, 110 volt AC.

8.9 Engine Lubrication:

8.9.1 Full pressure lubrication with oil filter and oil by-pass system.

8.9.2 Engine oil cooler.

8.10 Cooling System:

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

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

8.10.3 Engine coolant filter shall be provided if recommend by manufacturer for this application.

8.11 Air Induction System:

8.11.1 Dry type dual element (2 stage) air cleaner with pre-cleaner.

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

8.12 Exhaust System:

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

8.12.2 Exhaust pipe shall be rain proof.

8.13 Electrical System:

8.13.1 Unit electrical system to be manufacturers noise suppression wiring.

8.13.2 System to be 12 volts/24 volts negative ground (manufacturers standard).

8.13.3 Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; reserve capacity 160 minimum.

8.14 Charging System:

8.14.1 Unit should have 70 amp alternator (minimum) with internal regulator.

8.15 Engine Fuel System:

8.15.1 Fuel capacity to be 12 working hours, minimum.

8.15.2 Unit to be provided with a fuel/water separator.

8.15.3 Dual stage fuel filtering shall be provided.

8.16 Transmission:

8.16.1 Transmission shall be full power shift design with torque converter, capable of "On the GO" shifting in all speed ranges and full automatic feature with on-board diagnostic capabilities and kickdown controls.

8.16.2 Torque converter shall handle maximum power output of engine.

8.16.3 Transmission to have four (4) forward speeds and three (3) reverse with a top forward ground speed of approximately 23 MPH.

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

8.17 Differential:

8.17.1 Manufacturers front and rear conventional.

8.18 Axles:

8.18.1 Front axle to be fixed.

8.18.2 Rear axle should oscillate 11 degrees minimum.

8.19 Brakes to be as follows:

8.19.1 --Manufacturers recommended emergency braking system.

8.19.2 Emergency brake must be independent of service brake.

8.19.3 Hydraulic actuated powered assisted service brakes.

8.19.4 Wet type disk service brakes.

8.20 Hydraulic System:

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

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

8.20.3 Loader to be equipped with a hydraulic oil cooler if recommend by manufacturer.

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

8.20.5 Hydraulic system relief pressure of approximately 2500 PSI.

8.20.6 Unit shall be equipped with manufacturers standard hydraulic filtering system.

8.21 Tires and Wheels:

8.21.1 Wheels shall be manufacturers recommended size for unit bid.

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

8.21.3 Overall tire width (outside left to outside right) not to exceed 8 feet.

8.22 Cab and related Accessories:

8.22.1 Cab shall be OSHA approved ROPS.

8.22.2 Cab shall be insulated and pressurized.

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

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

- 8.22.5 **Cab shall have safety, tinted glass at all locations.**
- 8.22.6 **Left and right side rear view mirrors and in cab rear view mirror shall be provided.**
- 8.22.7 **Cab must have at least one (1) entry door, lockable.**
- 8.22.8 Doors should be hinged at rear to provide front to back opening.
- 8.22.9 **Unit shall be provided with non-skid steps and hand holds.**
- 8.22.10 Seat to be cloth type with scotchguard (or equivalent) and with adjustable seat belt.
- 8.22.11 Seat to be equipped with adjustable arm rest.
- 8.22.12 **Seat shall provide height and weight adjustments.**
- 8.22.13 Unit should have adjustable tilt and telescoping steering wheel for easier operator control.
- 8.22.14 **Front and rear fenders shall be provided on unit.**
- 8.22.15 **Fire extinguisher shall be provided and mounted in unit. (Successful bidder should notify DOH before mounting).**
- 8.22.16 **AM/FM radio must be provided and installed in unit.**

8.23 Lighting System:

- 8.23.1 Unit to have two (2) hi/low halogen beam front lights for tramping and working.
- 8.23.2 Loader to have four (4) work lights, two (2) front and two (2) rear mounted in accordance to cab features.
- 8.23.3 Unit to have flash/turn signals (front/rear) stoplights and taillights.
- 8.23.4 **Unit shall be provided with console and dome lighting.**
- 8.23.5 Low profile high intensity strobe light mounted at top rear of cab. Code 3 92QASH, 12/48 VDC, 11 Jules, five (5) flash generating not more than 1.0 UV of interference on radio receiver with 12 db of quieting.
- 8.23.6 **Unit shall be equipped with OSHA approved audible reverse alarm.**

- 8.23.7 Articulation locking bar and pin to be provided.
- 8.24 Unit Instrumentation to provide the following:
 - 8.24.1 Tachometer.
 - 8.24.2 Speedometer.
 - 8.24.3 Hour meter shall be operable from engine operation not key switch.**
 - 8.24.4 Fuel gauge.
 - 8.24.5 Ammeter/or volt meter.
 - 8.24.6 Coolant temperature indicator with audible buzzer or visual warning light.
 - 8.24.7 Engine oil pressure indicator with audible buzzer or visual warning light.
 - 8.24.8 Transmission oil temperature indicator.
 - 8.24.9 Transmission oil pressure indicator.
 - 8.24.10 All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.**
 - 8.24.11 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
 - 8.24.12 One (1) complete set of replacement filters shall be provided with each unit upon delivery.**
- 8.25 Bucket:
 - 8.25.1 Bucket shall be general purpose 1.75 cubic yard struck and 2.1 cubic yard heaped capacity approximate**
 - 8.25.2 Bucket width to be approximately 96 inches.
 - 8.25.3 Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height.**
 - 8.25.4 Unit shall be equipped with automatic return to work leveler for bucket and attachments.**
 - 8.25.5 Bucket cutting edge and bottom wear strips shall be replaceable.**

- 8.25.6** The cutting edge welded to bucket and a bolt-on replaceable cutting edge shall be mounted under it.
- 8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches (approximately).
- 8.26 Forks:
- 8.26.1** Forks shall be heavy duty steel construction.
- 8.26.2** Carriage shall be heavy duty steel construction.
- 8.26.3 Carriage size approximately 3/4 inches side plates and 60 inches wide.
- 8.26.4 Tines/Forks are to be 6 inches wide and 48 inches long.
- 8.26.5 Tines/Forks to be approximately 2 inches thick at heel and to be forged solid steel.
- 8.26.6 Tines/Forks should be mounted on approximately 2.5 inches diameter round bar and adjustable laterally 60 inches approximate.
- 8.27 Material Handling Boom:
- 8.27.1** Material handling boom shall be of heavy duty construction type with hook.
- 8.27.2** Boom of three (3) locking sections with a minimum reach of 12 feet.
- 8.28 Paint:
- 8.28.1** The endloader and attachments shall be painted white, Federal Standard White 595A (No. 17875).
- 8.28.2 Detail/Decorative Stripes with Logo:
- 8.28.3 Width: to be 4 inches.
- 8.28.4 WV DOH logo (to be supplied by WV DOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within ½ inches of logo is not to be striped. Stripes should be cut to follow contour of logo, in lieu of straight cut.

- 8.28.5 **Striping material shall meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, Part 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT approved".**
- 8.28.6 **The sheeting for both applications above shall not be more than .0008 inch thick having approximately 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, reflexite or equivalent.**
- 8.28.7 Upper stripe color: Dark Blue.
- 8.28.8 Lower stripe color: Light Gold.
- 8.28.9 **Bidder must consult with the WV DOH on proposal for striping before inspection of pilot model.**
- 8.28.10 Bidder to attach proposed paint plan with this bid. It should include chips or samples of proposed paints as well as a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular cab shape.
- 8.28.11 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.
- 8.28.12 **The procedures used by the manufacturer in cleaning, de-greasing, priming, and painting are sufficient to meet this requirement except that the manufacturer must substitute white paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.**
- 8.28.13 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes. **Such changes, if any, will only be used for selecting a suitable paint color to match the WV DOH logo.**
- 8.28.14 **The Department is desirous of avoiding units painted white over top the standard color. However, if bidder/manufacturer is unable to substitute white paint in its normal plant painting procedures, then bidder must state so and offer his proposed paint method.**

8.28.15 Areas not normally painted the manufacturer's standard color(s) on standard units (e.g. some rubber parts, mirrors, exhaust pipe, etc.) Are not to be painted white on units specified herein. Also, areas painted a distinct color (e.g. safety reasons) should be painted as they normally would.

8.29 **Vendor must certify that loader 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 the unit.**

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

8.31 Preventive Maintenance and Operators Orientation/Training:

8.31.1 **The Manufacturer or dealer shall provide 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.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 353-1-T

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER
(TRANSMISSION WITH TORQUE CONVERTER)

NOTE TO BIDDER: Procurement Specification No. 353-1-T, 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 a summary of exception as a separate attachment, 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.: 7011EC16

Bidder's Name: STATE EQUIPMENT, INC.

Address: P.O. BOX 3939 CHARLESTON, WV 25339

Telephone Number: 304-776-4405

Years Bidder has been registered to do business with the State of West Virginia: 25 YRS.

Years Company has been an authorized dealer for proposed unit: 25 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 100 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 185 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendor's should type Bidder's Evaluation Report.

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$104,475.00
_____ per unit

X6.0 SPECIFICATIONS - GENERAL

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

CASE 521E XT MANUFACTURED AFTER JAN.1,2011
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to 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 excluding abuse and normal wear items included? YES NO

Describe:

2 YEARS OR 2,000 HOURS. WHICHEVER OCCURS FIRST.

(SEE ATTACHED)

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

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

TWELVE MONTHS UNLIMITED HOURS

TWENTY FOUR MONTHS OR 2,000 HOURS ON ENGINE

(SEE ATTACHED)

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.

WARRANTY WORK TO BE PERFORMED AT STATE EQUIPMENT, INC. FACILITIES IN

CROSS LANES, WV BRIDGEPORT, WV PARKERSBURG, WV BECKLEY, WV

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

CROSS LANES, WV BRIDGEPORT, WV PARKERSBURG, WV BECKLEY, WV

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

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

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

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

A. Shop Rate \$ 90.00 per mechanic hour

90.00

B. Travel Time Charge \$ per mechanic hour

(Specify if one-way)

 X ; port to port X C. Mileage Charge \$ 1.25 per vehicle mile

(Specify if one-way)

 X ; port to port X D. Field Mechanic Rate \$ 90.00 per mechanic hourE. Specify period of time that prices are in effect: 12 MONTHS F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: CASE Model: 521E XT

X8.0 Endloader Specification:

X8.1 Operating weight: 22,200 pounds (exclusive of tire ballast)

X8.1.1 Breakout force: 22,290 pounds

X8.2 Overall length (bucket lowered): 22 foot

X8.3 Does loader have articulated frame and full hydraulic power steering?

YES NO

X8.3.1 Tipping load straight: 15,460 pounds

- X8.4 Overall height: 10'7.5" to top of cab
- X8.4.1 Dumping clearance at maximum height and 45° dump angle: 109.4 inches
- X8.5 Are units provided with a quick coupler system for interchangeability of attachments, controlled from operator station X YES NO
- X8.6 Do machine(s) have vandalism package/keyed alike? X YES NO
- X8.7 Are daily services done from ground level? X YES NO
- X8.8 Engine:
- X8.8.1 Is engine manufacturers water cooled diesel powered providing 146 HP and torque to operate machine and hydraulic system at maximum efficiency? X YES NO
Specify HP: 146
- X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer? X YES NO
- X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)? X YES NO
- X8.8.4 Does heating element have male plug easily accessible, 110 volt AC? X YES NO
- X8.9 Engine Lubrication:
- X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system? X YES NO
- X8.9.2 Is engine equipped with oil cooler? X YES NO
- X8.10 Cooling System:
- X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons? X YES NO
- X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F? X YES NO
- X8.10.3 Is coolant filter provided if recommended manufacturer for this application? YES X NO
(NOT RECOMMENDED)

X8.11 Air Induction System:

X8.11.1 Is dry type (2 stage) dual element air cleaner with pre-cleaner provided?
 YES NO

X8.11.2 Does unit have dash mounted air filter restriction indicator that is visible when service is required ?
 YES NO

X8.12 Exhaust System:

X8.12.1 Is complete exhaust system manufacturers standard for unit specified?
 YES NO

X8.12.2 Is exhaust pipe rain proof?
 YES NO

X8.13 Electrical System:

X8.13.1 Is unit provided with manufacturers noise suppression wiring?
 YES NO

X8.13.2 Is system 12 volts/24 volts negative ground
 YES NO

X8.13.3 Are heavy duty CCA battery(s) provided?
 YES NO
 CCA 800 reserve capacity 160

X8.14 Charging System:

X8.14.1 Alternator AMPS: 70 with internal regulator? YES NO

X8.15 Engine Fuel System:

X8.15.1 Is fuel capacity at least 12 working hours
 YES NO

X8.15.2 Is unit provided with a fuel/water separator?
 YES NO

X8.15.3 Is dual stage fuel filtering provided?
 YES NO

X8.16 Transmission:

X8.16.1 Is transmission full power shift with torque converter capable of "on the Go" shifting in all ranges?
 YES NO

Does it have full automatic feature with on-board diagnostic capabilities and kickdown controls
 YES NO

X8.16.2 Is torque converter capable of handling maximum power output of engine?
 YES NO

- X8.16.3 Number of forward speeds 4 Number of reverse speeds 3 ?
 Top forward ground speed: 22.3 HP
- X8.16.4 Is neutral start switch provided for safety purposes? X YES ___ NO
- X8.17 Differential:
- X8.17.1 Is front and rear differential manufacturers conventional type? X YES ___ NO
- X8.18 Axles:
- X8.18.1 Is front axle fixed? X YES ___ NO
- X8.18.2 Oscillation of rear axle: 24 degrees
- X8.19 Brakes:
- X8.19.1 Is Manufacturers recommended emergency braking system provided? X YES ___ NO
- X8.19.2 Is emergency brake independent of service brake? X YES ___ NO
- X8.19.3 Are service brakes powered assisted hydraulic actuated? X YES ___ NO
- X8.19.4 Are service brakes wet disk type? X YES ___ NO
- X8.20 Hydraulic System:
- X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float X YES ___ NO
 Does unit have third spool auxiliary valve and cab controller X YES ___ NO
- X8.20.2 Are hydraulic cylinders double action chrome plated piston type? X YES ___ NO
- X8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer? X YES ___ NO
- X8.20.4 Is sight glass provided for daily service checks? X YES ___ NO
- X8.20.5 Hydraulic system relief pressure: 2,750 P.S.I.
- X8.20.6 Is Manufacturers standard hydraulic filtering system provided? X YES ___ NO

X8.21 Tires and Wheels:

X8.21.1 Are wheels manufacturers recommended size for unit bid? YES NO

Specify size 17.5 X 25

X8.21.2 Are tires grader/loader type tubeless radials front and rear? YES NO

Specify size: 17.5R25

X8.21.3 Overall tire width (outside left to outside right): 7 feet 8.5 inches

X8.22 Cab and related accessories:

X8.22.1 Is cab OSHA approved ROPS? YES NO

X8.22.2 Is cab insulated and pressurized? YES NO

X8.22.3 Is cab equipped with heater, defroster, air conditioning installed by the manufacturer? YES NO

X8.22.4 Is cab equipped with wipers and washers front and rear? YES NO

X8.22.5 Is Manufacturers tinted safety glass at all locations? YES NO

X8.22.6 Are left and right rear view mirrors and in cab rear view mirror provided? YES NO

X8.22.7 Does cab have one (1) lockable entry door? YES NO

X8.22.8 Are doors hinged at rear to provide front to back opening YES NO

X8.22.9 Is unit provided with non-skid steps and hand holds YES NO

X8.22.10 Is seat cloth type with scotchguard or equal and with adjustable seat belt YES NO

X8.22.11 Is seat equipped with adjustable arm rests? YES NO

X8.22.12 Does seat provide height and weight adjustments? YES NO

X8.22.13 Is unit equipped with adjustable tilt and telescoping steering wheel for easier operator control? YES NO

X8.22.14 Are fenders provided front and rear? YES NO

X8.22.15 Is fire extinguisher provided and mounted on unit? YES NO

X8.22.16 Is AM/FM radio provided and installed in unit? YES NO

X8.23 Lighting System:

X8.23.1 Is unit equipped with two (2) hi/low halogen beam front lights for tramming and working? YES NO

X8.23.2 Does unit have four (4) work lights; two (2) front/two (2) rear cab mounted work lights YES NO

X8.23.3 Does unit have flash/turn signals (front and rear), stoplights, and taillights? YES NO

X8.23.4 **Does unit have console and dome lighting?** YES NO

X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified YES NO

If NO, explain _____

X8.23.6 **Is unit equipped with audible OSHA approved reverse alarm?** YES NO

X8.23.7 Is articulation locking bar and pin provided? YES NO

X8.24 Unit Instrumentation:

X8.24.1 Tachometer? YES NO

X8.24.2 Speedometer? YES NO

X8.24.3 **Does hour meter operate from engine operation?** YES NO

X8.24.4 Fuel gauge? YES NO

X8.24.5 Ammeter/ or volt meter? YES NO

X8.24.6 Does coolant temperature indicator have audible buzzer or visual warning light? YES NO

X8.24.7 Does engine oil pressure indicator have audible buzzer or visual warning light? YES NO

X8.24.8 Does unit have transmission oil temperature indicator? YES NO

X8.24.9 Does unit have transmission oil pressure indicator? YES NO

X8.24.10 All features considered to be standard equipment not addressed above:

WILL BE PROVIDED

X8.24.11 Will unit be delivered to WV DOH with manufacturer's safety decals and features intact? YES NO

X8.24.12 Is one (1) complete set of replacement filters for each unit provided? YES NO

X8.25 Bucket:

X8.25.1 Bucket capacity struck: 1.75 Cu Yd. Heaped capacity: 2.1 Cu Yd

X8.25.2 Bucket width: 102 inches

X8.25.3 Bucket roll back 40 degrees at ground level and dump at full height
45 degrees

X8.25.4 Does unit have automatic return to work leveler for bucket and attachments
 YES NO

X8.25.5 Are replaceable cutting edge and bottom wear strips provided YES NO

X8.25.6 Is cutting edge welded to bucket and bolt on replaceable cutting edge mounted under it? YES NO

X8.25.7 Digging depth below horizontal (bucket level): 3.2 inches

X8.26 Forks:

X8.26.1 Are forks heavy duty steel construction? YES NO

X8.26.2 Is carriage of heavy duty steel construction? YES NO

X8.26.3 Carriage size: 3/4 inch side plates and 63 inches wide?

X8.26.4 Tines/Forks: 6 inches wide and 48 inches long

X8.26.5 Tines/Forks: 2 inches thick at heel and forged solid steel
 YES NO

X8.26.6 Tines/Forks mounted on 2.5 inches diameter round bar

Adjustable laterally 59 inches

X8.27 Material Handling Boom:

X8.27.1 Is material handling boom of heavy duty construction with hook?
 YES NO

X8.27.2 Boom has 3 locking sections Boom reach: 14 feet

X8.28 Paint:

X8.28.1 Is endloader painted Federal Standard White 595A (NO. 17875)?
 YES NO

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder?
 YES NO

X8.28.3 Are stripe(s) width 4 inches as specified?
 YES NO

X8.28.4 Does striping method and striping material meet required specifications quoted in sections 8.28.4; 8.28.5; and 8.28.6?
 YES NO

If NO, explain _____

X8.28.7 Describe color and type of material of upper stripe:

X8.28.8 Describe color and type of material of lower stripe:

8.28.9 Will bidder consult WV DOH on proposed striping? YES NO

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form?
 YES NO

If no will samples be submitted? YES NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11; 8.28.12; and 8.28.13

- X8.28.14 Is white paint specified applied over top of manufacturer's standard color?
 YES NO
- X8.28.15 Are areas of distinct color(s) (e.g. safety reason) be painted as they normally would?
 YES NO
- X8.29 Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?
 YES NO
- X8.30 Does unit conform to the advertising guidelines?
 YES NO
- X8.31 Preventive Maintenance and Operators Orientation/Training:
- X8.31.1 Have you attached a copy of proposed training program. Attach schedule describing course offered with a brief explanation of each subject with the time required for each class. Do not attach instruction material or manuals. Will you furnish all training aids; i.e. videos, projectors, etc., required in conducting the training?
 YES NO



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
 7011EC16

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BUYER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	EQD	FREIGHT TERMS
03/18/2011	NET 30	OUR TRUCK	BUCKHANNON	PREPAID

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS CHANGES IN SPECIFICATIONS PER THE ATTACHED.						
2.) ANSWER TECHNICAL QUESTIONS PER THE ATTACHED.						
3.) PROVIDE A COPY OF THE MANDATORY PRE-BID MEETING ATTENDEE LIST.						
*****END ADDENDUM NO. 1*****						
0001	1	EA	760-44	CASE 521E XT WHEEL DRIVE, RUBBER TIRE, ENLOADER	\$104,475.00	\$104,475.00
***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL:						\$104,475.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-776-4405	DATE 3/22/11
TITLE GENERAL MANAGER	FEIN 550658298	ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM
7011EC16

4 WHEEL DRIVE, RUBBER TIERED, ENDLOADER
(TRANSMISSION WITH TORQUE CONVERTER)

CHANGES TO SPECIFICATIONS:

FROM:

8.8.1 Engine shall be manufacturers water cooled diesel powered and shall provide approximately 115-125 horse power and torque to operate machine and hydraulic system at maximum efficiency.

TO:

8.8.1 Engine shall be manufacturers water cooled diesel powered and shall provide minimum 115 HP and torque to operate machine and hydraulic system at maximum efficiency.

FROM:

8.13.3 Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; reserve capacity 160 minimum.

TO:

8.13.3 Manufacturers heavy duty cold cranking amp battery(s), minimum 800 CCA; reserve capacity 160 minimum

FROM:

8.16.3 Transmission to have four (4) forward speeds and three (3) reverse with a top forward ground speed of approximately 23 MPH.

TO:

8.16.3 Transmission to have four (4) forward speeds and three (3) reverse with a top forward ground speed minimum of 21 MPH.

FROM:

8.20.5 Hydraulic system relief pressure of approximately 2500 PSI

TO:

8.20.5 Hydraulic system relief pressure minimum 2500 PSI

FROM:

8.23.5 Low profile high intensity strobe light mounted at top rear of cab. Code 3 92QASH, 12/48 VDC, 11 Jules, five (5) flash generating not more than 1.0 UV of interference on radio receiver with 12 db of quieting.

TO:

8.23.5 Low profile high intensity Class 1 LED beacon, amber

FROM:

8.25.1 Bucket shall be general purpose 1.75 cubic yard struck and 2.1 cubic yard heaped capacity approximate.

TO:

8.25.1 Bucket shall be general purpose minimum 1.75 cubic yard struck and 2.1 cubic yard heaped capacity approximate.

FROM:

8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches (approximately)

TO:

8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches.

FROM:

8.26.3 Carriage size approximately $\frac{3}{4}$ inches side plates and 60 inches wide.

TO:

8.26.3 Carriage size should be $\frac{3}{4}$ inches side plates and 60 inches wide.

FROM:

8.26.5 Tines/Forks to be approximately 2 inches thick at heel and to be forged solid steel.

TO:

8.26.5 Tines/Forks should be 2 inches thick at heel and to be forged solid steel.

FROM:

8.26.6 Tines/Forks should be mounted on approximately 2.5 inches diameter round bar and adjustable laterally 60 inches approximate.

TO:

8.26.6 Tines/Forks should be mounted on 2.5 inches diameter round bar and adjustable laterally 60 inches.

FROM:

8.28.1 The endloader and attachments shall be painted white, Federal Standard White 595A (No. 17875).

TO:

8.28.1 The endloader and attachments shall be painted manufacturers standard.

DELETE:

8.28.2 Detail/Decorative Stripes with Logo:

8.28.3 Width: to be 4 inches

8.28.4 WVDOH logo (to be supplied by WVDOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within ½ inches of logo is not to be striped. Stripes should be cut to follow contour of logo, in lieu of straight cut.

8.28.5 Striping material shall meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, Part 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT" approved.

8.28.6 The sheeting for both applications above shall not be more than .0008 inch thick \ having approximately 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, reflexite or equivalent.

8.28.7 Upper stripe color: Dark Blue

8.28.8 Lower stripe color: Light Gold

8.28.9 Bidder must consult with the WVDOH on proposal for striping before inspection of pilot model.

DELETE:

- 8.28.10 Bidder to attach proposed paint plan with this bid. It should include chips or samples of proposed paints as well as a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular cab shape.
- 8.28.11 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.
- 8.28.12 **The procedures used by the manufacturer in cleaning, de-greasing, priming, and painting are sufficient to meet this requirement except that the manufacturer must substitute white paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.**
- 8.28.13 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes. Such changes, if any, will only be used for selecting a suitable paint color to match the WVDOH logo.
- 8.28.14 **The Department is desirous of avoiding units painted white over top the standard color. However, if bidder/manufacturer is unable to substitute white paint in its normal plant painting procedures, then bidder must state so and offer his proposed paint method.**
- 8.28.15 Areas not normally painted the manufacturer's standard color(s) on standard units (e.g. some rubber parts, mirrors, exhaust pipe, etc.) are not be painted white on units specified herein. Also, areas painted a distinct color (e.g. safety reasons) should be painted as they normally would.
- 8.31 Preventive Maintenance and Operators Orientation/Training:
- 8.31.1 **The Manufacturer or dealer shall provide 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.**

PREBID ADDENDUM
7011EC16

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER
(TRANSMISSION WITH TORQUE CONVERTER)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X8.8.1 Is engine manufacturers water cooled diesel powered providing HP and torque to operate machine and hydraulic system at maximum efficiency? YES NO
Specify HP:

TO:

X8.8.1 Is engine manufacturers water cooled diesel powered YES NO

And provides 146 HP and torque to operate machine and hydraulic system at maximum efficiency? YES NO

FROM:

X8.13.3 Are heavy duty CCA battery(s) provided? YES NO
CCA reserve capacity

TO:

X8.13.3 Are heavy duty CCA battery(s) provided? YES NO

CCA 800 reserve capacity 160

FROM:

X8.16.3 Number of forward speeds Number of reverse speeds
Top forward ground speed: HP

TO:

X8.16.3 Number of forward speeds 4 Number of reverse speeds 3

Top forward ground speed 22.3 MPH

FROM:

X8.20.5 Hydraulic system relief pressure: __ PSI

TO:

X8.20.5 Hydraulic system relief pressure 2,750 PSI

FROM:

X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified _ YES_ NO If NO, explain _____

TO:

X8.23.5 Is unit equipped with low profile high intensity Class 1 LED beacon, amber
 YES NO

FROM:

X8.25.1 Bucket capacity struck: __ CuYd Heaped capacity: __ CuYd

TO:

X8.25.1 Bucket is general purpose with 1.75 cubic yard struck and 2.1 cubic yard heaped capacity
 YES NO

FROM:

X8.25.7 Digging depth below horizontal (bucket level): __ inches

TO:

X8.25.7 Digging depth below horizontal (bucket leveled): 3.1 inches

FROM:

X8.26.3 Carriage size: __ inch side plates and __ inches wide?

TO:

X8.26.3 Carriage size: 3/4 inch side plates and 63 inches wide

FROM:

X8.26.5 Tines/Forks: inches thick at heel and forged solid steel YES NO

TO:

X8.26.5 Tines/Forks 2 inches thick at heel and forged solid steel X YES NO

FROM:

X8.26.6 Tines/Forks mounted on inches diameter round bar
Adjustable laterally inches

TO:

X8.26.6 Tines/Forks mounted on 2.5 inches diameter round bar and adjustable laterally
 59 inches

FROM:

X8.28.1 Is endloader painted Federal Standard White 595A (No. 17875) YES NO

TO:

X8.28.1 Is endloader and attachments painted manufacturers standard?
 X YES NO

DELETE:

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder?
 YES NO

X8.28.3 Are stripe(s) width 4 inches as specified? YES NO

X8.28.4 Does striping method and striping material meet required specifications quoted in sections 8.28.4, 8.28.5 and 8.28.6 YES NO If NO explain _____

X8.28.7 Describe color and type of material of upper stripe: _____

X8.28.8 Describe color and type of material of lower stripe: _____

X8.28.9 Will bidder consult WVDOH on proposed striping? YES NO

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form
 YES NO If No will samples be submitted YES NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11, 8.28.12 and 8.28.13 _____

- X8.28.14 Is white paint specified applied over top of manufacturers standard color __YES__ NO
- X8.28.15 Are areas of distinct color(s) e.g. safety reason be painted as they normally would __YES__ NO
- X8.31 Preventive Maintenance and Operators Orientation/Training:
- X8/31/1 Have you attached a copy of proposed training program. Attach schedule describing course offered with a brief explanation of each subject with the time required for each class. Do not attach instruction material or manuals. Will you furnish all training aids' i.e. videos, projectors, etc., required in conducting the training __YES__ NO

Features and/or options:

1. Integrated digital payload scale system;
2. Integrated color rear view camera viewable through machine cluster (some manufacturers may have a separate cab mounted color monitor).
3. GPS/Satellite based remote managements system which allows access to critical machine data and GPS location through internet server. Cost of the Service and system must be included for three full year.
4. Fully adjustable heated operator seat with air suspension and 3" seat belt is another standard feature as is heated outside mirrors (left and right).

RESPONSE TO ALL 4 QUESTIONS: The Division of Highways has reviewed these extra options and decided not to include in spec.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC16

Date: 3/10/2011

Project Description: 4 Wheel Drive, Rubber Tired, Enloader

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

Firm Name:	<u>Rish Equipment Co.</u>
Firm Address:	<u>P.O. Box 1906 Bridgeport, WV 26330</u>
Representative Attending:	<u>Bruce Meeker</u>
Phone Number:	<u>304-755-3311</u>
Fax Number:	<u>304-755-3603</u>
Email Address:	<u>bmeeker@rish.com</u>

Firm Name:	<u>State Equipment Inc.</u>
Firm Address:	<u>P.O. Box 3939 Charleston WV 25329</u>
Representative Attending:	<u>TERRY LAMM</u>
Phone Number:	<u>304 776 4405</u>
Fax Number:	<u>304 776 4409</u>
Email Address:	<u>terryl@stateequipment.com</u>

Firm Name:	<u>WEST VIRGINIA TRACTION CO</u>
Firm Address:	<u>P.O. Box 473 Charleston, WV 25302</u>
Representative Attending:	<u>GARY GRAY</u>
Phone Number:	<u>346-5301</u>
Fax Number:	<u>346-5305</u>
Email Address:	<u>WTR@STATEM&L.COM</u>

Firm Name:	<u>Leslie Equipment Co.</u>
Firm Address:	<u>Post 30 W / P.O. Box 299 Martinsburg, WV 26285</u>
Representative Attending:	<u>David Grasscrud</u>
Phone Number:	<u>304-636-6141 / (2) 301-642-9826</u>
Fax Number:	<u>304-636-3516</u>
Email Address:	<u>dgrasscrud@lesco.com</u>

Firm Name:	<u>STATE EQUIPMENT, INC</u>
Firm Address:	<u>P.O. Box 3939 Charleston, WV 25329</u>
Representative Attending:	<u>EDWARD M. RAWAN, JR</u>
Phone Number:	<u>304 776 4405</u>
Fax Number:	<u>304 776 4409</u>
Email Address:	<u>eddie@stateequipment.com</u>

Firm Name:	<u>Bert Smith / Anderson Equip</u>
Firm Address:	<u>2007 Ruskin DR. Pleasant Valley, 26554</u>
Representative Attending:	<u>Bert Smith</u>
Phone Number:	<u>304-614-5811</u>
Fax Number:	<u>304 - 366 - 7214</u>
Email Address:	<u>BSmith@AndersonEquip.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC16

Date: 3/10/2011

4 Wheel Drive, Rubber Tired, Enloader

Project Description:

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Firm Name:	<u>Uniostrans Ind. E.O. Co.</u>
Firm Address:	<u>2266 University Drive Lebanon, TN 37038</u>
Representative Attending:	<u>Mike Clouser</u>
Phone Number:	<u>724-437-1528</u>
Fax Number:	<u>724-437-2098</u>
Email Address:	<u>mclouser@uniostrans.com</u>

Firm Name:	<u>C.I. Walker Machinery Co.</u>
Firm Address:	<u>P.O. Box 2427 Charleston, WV 25329</u>
Representative Attending:	<u>Don Caspers</u>
Phone Number:	<u>(304) 543-5406</u>
Fax Number:	<u>(304) 759-6404</u>
Email Address:	<u>mcsonner@walker-sat.com</u>

Firm Name:	<u>ICB JUC</u>
Firm Address:	<u>2000 Bamber Blvd Parker CA 91322</u>
Representative Attending:	<u>DES JARVIS</u>
Phone Number:	<u>317-769-7535</u>
Fax Number:	<u>912-447-2156</u>
Email Address:	<u>DES.JARVIS@ICB.COM</u>

Firm Name:	<u>Agri Normal</u>
Firm Address:	<u>PO Box 207</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>MH Equipment Co.</u>
Firm Address:	<u>126 Lewis Dr. Charleston, WV.</u>
Representative Attending:	<u>Brian D. Hines</u>
Phone Number:	<u>502-530-3005</u>
Fax Number:	<u>502-810-9306</u>
Email Address:	<u>bhines@mh-equipment.com</u>

Firm Name:	<u>Marcia Lee</u>
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC16

Date: 3/10/2011

Project Description: 4 Wheel Drive, Rubber Tired, Enloader

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

Firm Name:	<u>Kay's Alley</u>
Firm Address:	<u>WVDOH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

Firm Name:	<u>Shun Stone</u>
Firm Address:	<u>DOA Purchasing</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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

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

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

E SERIES WHEEL LOADERS
521E/XT/XR | 621E/XT/XR
721E/XT/XR | 821E/XR

CASE
CONSTRUCTION



E Series

CUSTOMER SUPPORT



Manage your equipment better with a Case CareSM prepaid maintenance plan.

The Case dealer: Your professional partner

Your success starts with world-class Case machinery and attachments. Your Case dealer will help you work smarter and faster by selecting equipment that delivers performance and operator comfort. Your dealer has the knowledge and experience necessary to help you choose the right attachments so you can...

- Work faster and extend equipment life.
- Increase machine utilization.
- Increase your capabilities.

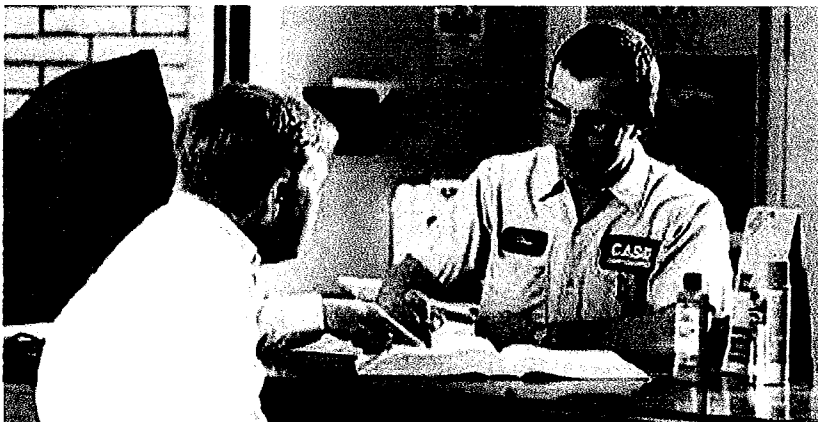
Let your Case dealer service your machine on the jobsite, so you'll be back on the job faster. Advantages include...

- Responsive jobsite service to keep your equipment running.
- Increase machine uptime.
- Certified service staff and improved parts availability.

Manage your equipment better. Case CareSM is a prepaid maintenance plan designed especially for your machine. Factory-trained Case technicians perform routine

inspections and regular service to prevent problems. Other options, such as the Machine Protection PlanSM, can be purchased to extend protection beyond the base warranty. Add the GlobalTRACS[®] Fleet Management Communications System to give you the information to better manage your fleet while protecting it against theft.

Ask your local Case dealer about adding value to your machine and peace of mind to your workday with these helpful products.



Case technicians have access to the latest diagnostic service tools.



Dependable Case wheel loaders are the machines of choice for contractors engaged in commercial or residential construction, road building, site prep, aggregate, sewer, water and utility work.

YOU DESERVE THE BEST - CASE DELIVERS

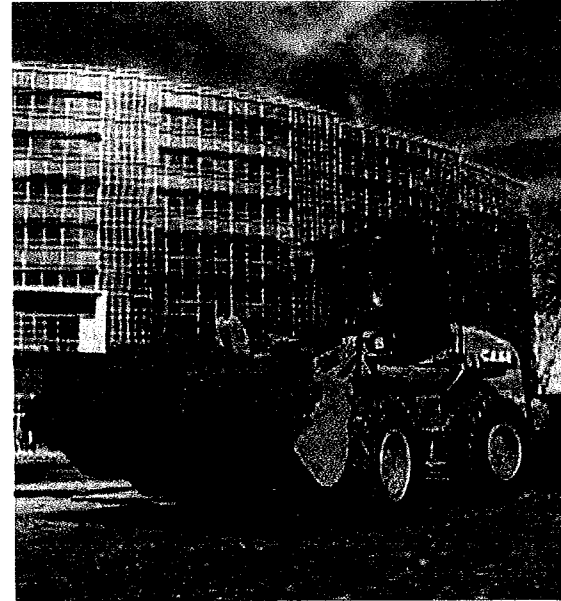
Superior productivity, efficiency, comfort and serviceability

Our ergonomically designed cab provides operator comfort for increased productivity. The enhanced Tier III-certified power moves more material per hour. Extra work modes match the machine operation to the task at hand for lower operating costs and increased productivity. Best-in-class maintainability means easy daily service. The easier service is to perform, the more likely it will get done.

Challenging wheel loader applications require stability, superior traction, push power, lift capacity and quiet, fuel-efficient operation.

The E Series wheel loaders are loaded with innovative features and backed by Case durability and customer support.

Spacious cabs provide comfort, visibility and an all-around command of the work site. Robust horsepower and pressure-compensating hydraulics deliver superior breakout force and lift capacity. Industry-leading ease of maintenance assures maximum uptime. The Case-exclusive mid-mount cooling module makes these wheel loaders fuel efficient and reliable for years to come, even in the dustiest environments.

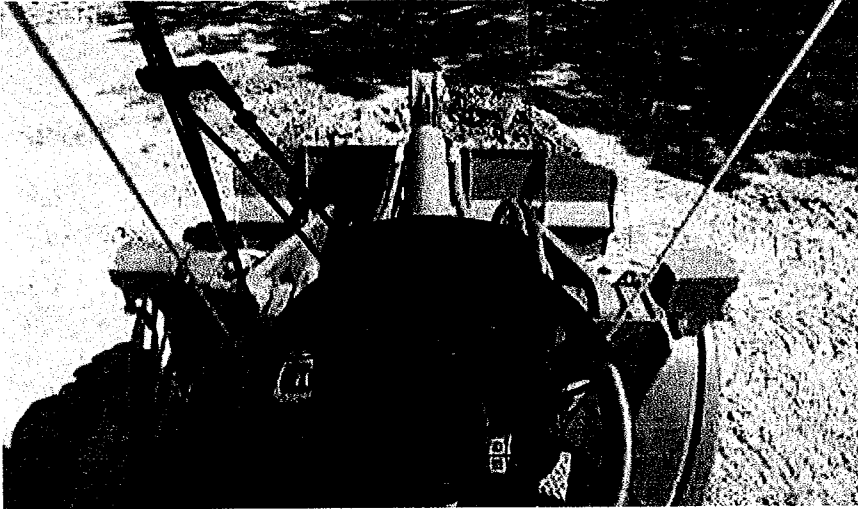


Rugged E Series wheel loaders redefine productivity.



E Series

NEWLY DESIGNED CAB



An unobstructed view to the console's analog gauges and indicator lights keeps you informed of critical machine functions.

Power, utility, comfort and visibility

The large, roomy cab on the Case E Series wheel loader was designed with productivity and operator comfort in mind.

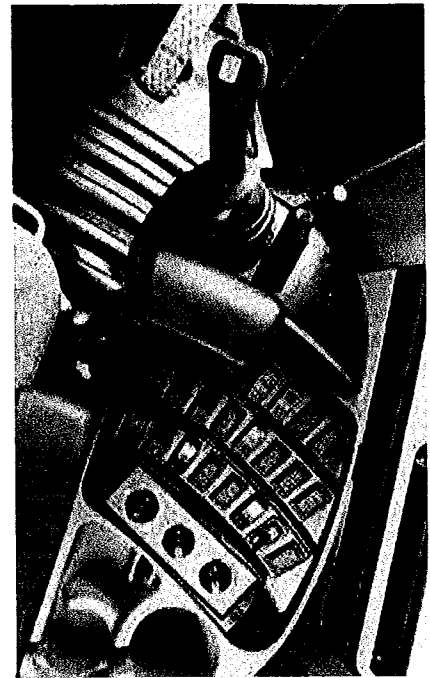
Case designed the E Series cab to match the machine environment to the operator. The adjustable tilt steering column, infinitely adjustable seat with arm rests and additional interior cab space maximizes operator comfort and productivity.

The iso-mounted cab features numerous air diffusers to provide maximum air circulation for faster, more thorough heating and cooling. Floor-to-ceiling glass in the front, along with a sloping rear engine compartment, offers a panoramic view for maximum visibility both forward and to the rear. The clear, direct view to the front tires, bucket edge and work site provides a more safe, productive and efficient operation.

The standard single-lever loader control with a forward-neutral-reverse switch and transmission downshift button puts all the controls at your fingertips. A digital display records real-time data, shows diagnostic

information and allows programming of operational modes.

The in-cab thermal box keeps food and drink hot or cold during a long, hard day on the job. The cab door and right-hand windows swing back 180 degrees for maximum cross ventilation, or the right-hand cab window can be opened slightly to temper the cab.



The spacious cab matches the machine to the operator through adjustable controls and easy-to-reach switch locations.

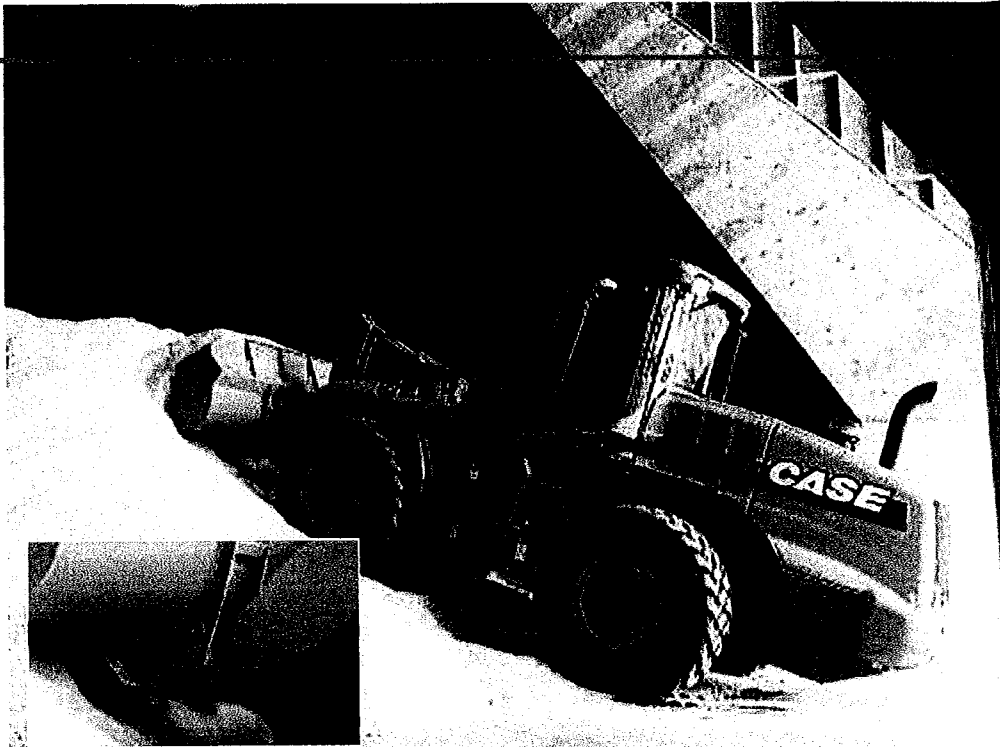
And then there's the most comfortable feature of all—knowing your new wheel loader is supported by Case and your local Case dealer.





Retain more material

Optional Ride Control™ provides greater material retention while reducing shock loads both to the operator and the machine, even over rough terrain. The loader arms work as shock absorbers to cushion the bucket and maintain a full load. Ride Control can be used full time, for cushioning when transporting material up an incline. It can also be programmed to automatically engage any time.



E Series buckets feature an extended bolt-on cutting edge for easier penetration into the pile. The hinge pins are raised up out of the dirt and debris for longer life.

Dual limited-slip axles deliver more traction, less wear

Case wheel loaders deliver the superior traction needed to work efficiently in changing jobsite conditions. Unlike competitive models, limited-slip axles are standard Case equipment. These superior axles (front and rear) transfer power automatically


from the wheel that is slipping to the wheel that is gripping. This reduces tire wear and maximizes tractive effort into the pile. This helps move more material per gallon of fuel and reduce tire replacement costs.

Outboard planetary and wet-disc brakes provide ease of serviceability because they are positioned outside the loader frame at the wheel end. With the weight of the planetaries outside the machine, operator comfort is increased through a smoother, more stable ride.

Fill your bucket faster

The new Case bucket increases productivity and provides longer wear. The bolt-on cutting edge was extended forward for rapid and easy penetration into the pile. The bottom floor plate of the bucket has been set on a five-degree angle for easy transition of material to the back curvature of the bucket. This allows for the material to mix easily, so you'll fill your bucket rapidly and provide more heaped bucket capacities. By filling your bucket faster, you'll move more tons per hour.

The skid plates are bolted on for easier repair and replacement. The hinge pins are raised up out of the dirt and debris for longer life, but also to allow the bolt-on cutting edge to continue cutting through the pile as the bucket is being curled, enabling complete bucket fills.



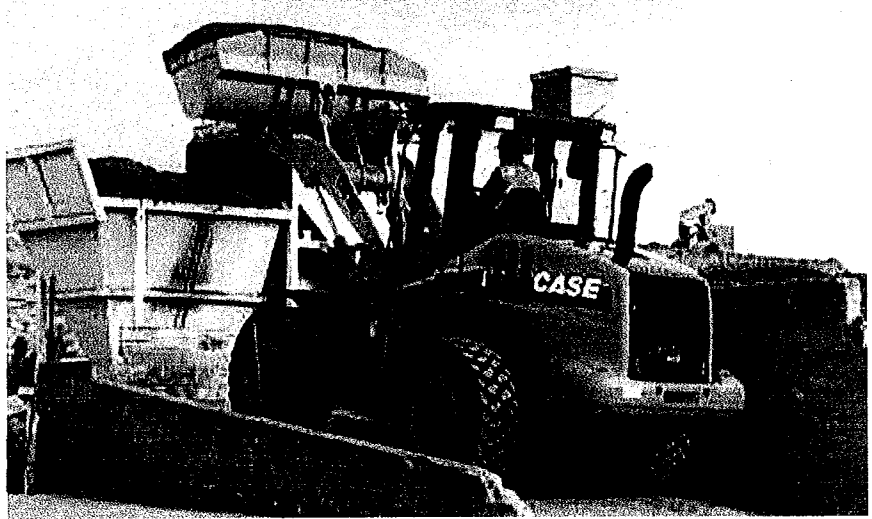
An ergonomic operator environment, featuring a tilt steering column and a fully adjustable suspension seat, keeps you comfortable all day long.

E Series

ENHANCED TIER III-CERTIFIED POWER

Case engines deliver power and fuel economy

Case E Series wheel loaders are powered by fully electronic, Tier III-certified Case engines that allow you to match power and fuel economy to your specific application. The engine incorporates the new electronic common-rail fuel injection system, which allows high-pressure fuel and air to mix thoroughly for a cleaner, more efficient combustion.



Three power curves and four work modes

Choose between three power curves—max, standard and economy power—and four work modes—max, standard, economy and auto. For high-production activities such as excavating operations that require high breakout force and maximum power to the wheels, you can choose

to use maximum power at all times. For operations such as working in a pipe yard, handling pallets or moving light material, economy mode will complete the task with the greatest fuel efficiency. In auto mode, the electronically controlled engine automatically adjusts between power curves to move the maximum amount of material per gallon of fuel.



BEST-IN-CLASS MAINTAINABILITY

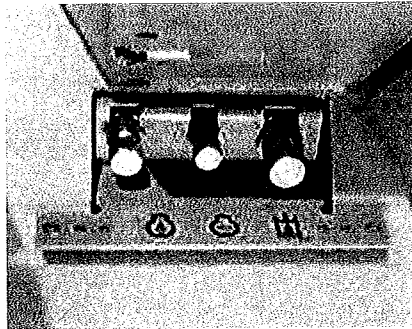
More uptime

Easy servicing extends machine life, lowers ownership costs and increases resale value. The easier it is to perform daily maintenance and service, the more likely it is going to be done correctly and on time—which is why Case designed the E Series wheel loaders with best-in-class maintainability.



The only tool required for daily maintenance checks is a rag to wipe oil off the dipstick.

Get your day off to a fast and productive start with easy-to-reach daily service checkpoints. The one-piece rear hood provides easy, ground-line access to the engine and all daily maintenance checkpoints. Fluid sight gauges are positioned at eye level. Three remote drains for coolant, engine and hydraulic oil provide convenient access for fast, environmentally friendly fluid changes.



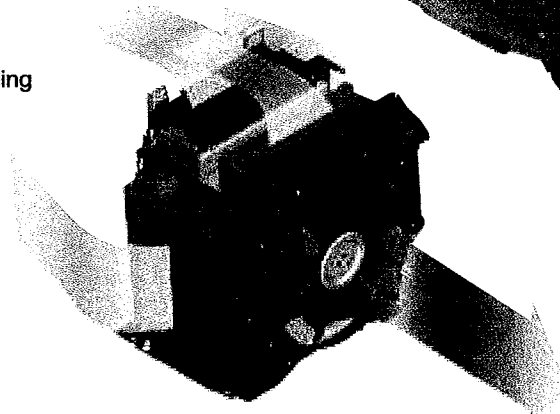
Keeping your Case wheel loader in top running shape requires less effort, so you can get back to the jobsite.

The electrically actuated rear hood provides complete access to the engine and daily maintenance checks.



Mid-mount cooling module

The Case-exclusive cube-shaped mid-mount cooling module supplies clean, ambient air to all coolers, increasing cooling efficiency, reducing fluid breakdown and extending component life. With no stacked coolers, the mid-mount cooling module prevents debris from plugging between coolers. An optional temperature-controlled fan within the cooling module can be reversed to purge debris from the module within seconds. This means the machine can remain on the jobsite rather than being moved to a cleaning station.



Material is removed from the cooling module by reversing the fan direction with a switch located in the cab.



E Series

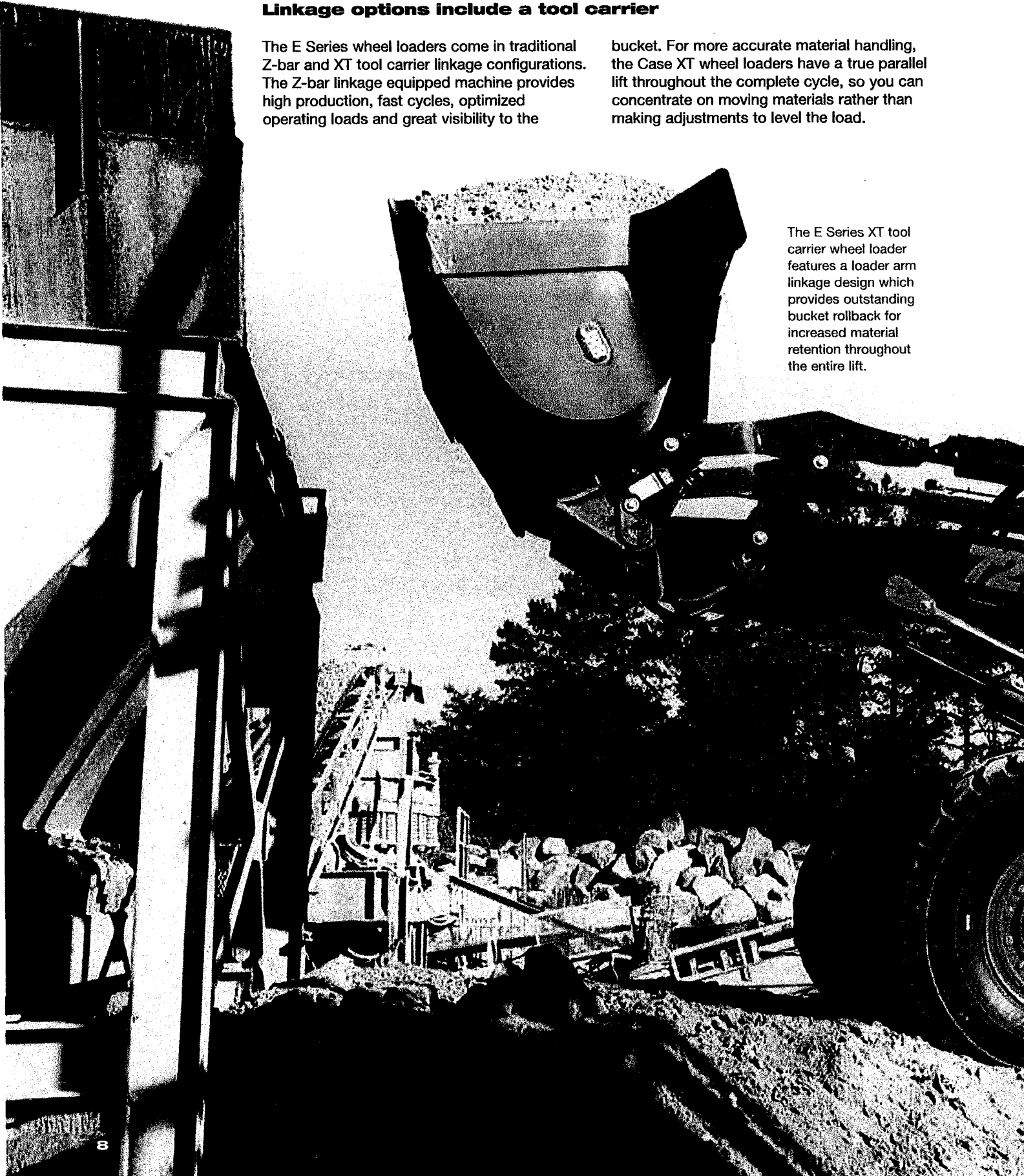
521E/XT/XR, 621E/XT/XR, 721E/XT/XR AND 821E/XR

Linkage options include a tool carrier

The E Series wheel loaders come in traditional Z-bar and XT tool carrier linkage configurations. The Z-bar linkage equipped machine provides high production, fast cycles, optimized operating loads and great visibility to the

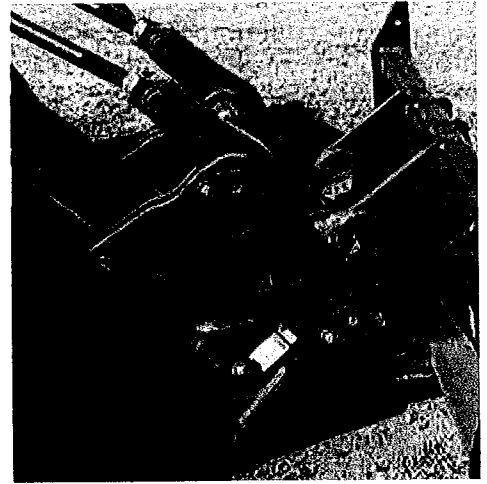
bucket. For more accurate material handling, the Case XT wheel loaders have a true parallel lift throughout the complete cycle, so you can concentrate on moving materials rather than making adjustments to level the load.

The E Series XT tool carrier wheel loader features a loader arm linkage design which provides outstanding bucket rollback for increased material retention throughout the entire lift.





The XR configuration supplies all the benefits of the Z-bar configuration but with an added advantage of extended reach.



Hydraulic quick couplers

For maximum versatility with multiple attachments, Case wheel loaders can be equipped with a hydraulic coupler. Changing attachments is quick and easy — you can do it from the cab. Case offers a factory-installed quick coupler system that matches numerous attachments.



E Series

BUCKETS AND ATTACHMENTS

Get more out of your machine

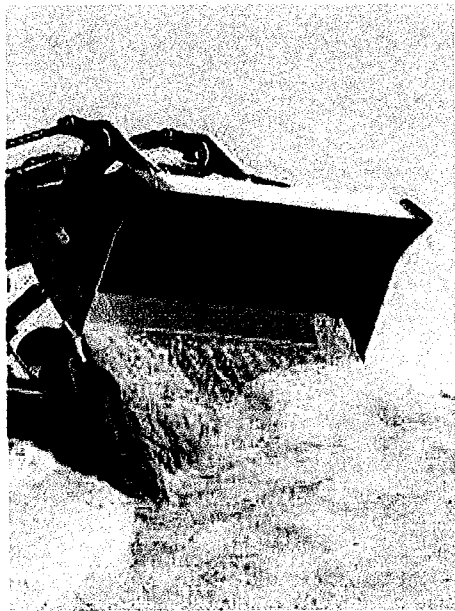
Whether you're loading dirt, moving pallets, digging holes or cleaning the jobsite, the increased attachment work range of Case wheel loaders improves machine versatility.

For fast, easy attachment changes, the optional hydraulic quick coupler lets you quickly connect and release attachments from the seat of the cab, saving time and boosting productivity.

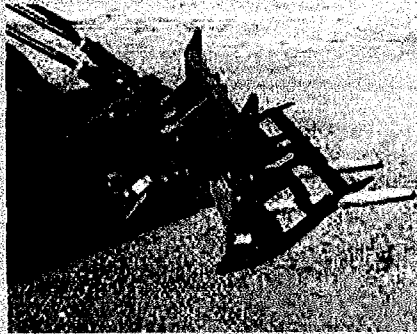
The excellent visibility to the coupler latching pins helps to quickly align attachments for faster hook-ups. With a Case E Series wheel loader, you can work with a variety of attachments, including general-purpose buckets, 4-in-1 buckets, pallet forks, snow blades, angle brooms, augers, scrap grapple buckets, jib booms and more.

Ask your Case dealer about our full line of attachments.





GET MORE OUT OF YOUR MACHINE WITH ATTACHMENTS



Hydraulic quick coupler

For quick and easy attachment changes, the optional hydraulic quick coupler saves time and boosts productivity.



Visibility to the pins

Excellent visibility to the hydraulic quick coupler pins assist in quickly aligning attachments for faster hook-ups as well as providing a clear view to the attachment.



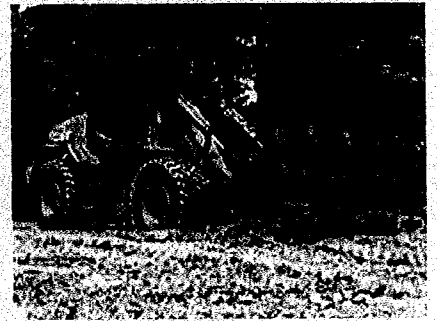
Forks



General purpose buckets



Jib booms



4-in-1 buckets



Grapple/fork



Side dump bucket

Case 521E Wheel Loader

Case 521E Wheel Loader

Model	Case 521E	Case 521E	Case 521E
Engine	135 net hp (101 kW)	135 net hp (101 kW)	135 net hp (101 kW)
Operating weight	23,069 lb (10,464 kg)	26,861 lb (12,184 kg)	23,442 lb (10,633 kg)
Max bucket capacity	2.6 cu yd (2.0 cu m)	2.1 cu yd (1.6 cu m)	2.6 cu yd (2.0 cu m)
Operating load	8,116 lb (3681 kg)	6,646 lb (3016 kg)	6,852 lb (3112 kg)
Breakout force	20,926 lb (9492 kg)	25,194 lb (11,426 kg)	23,463 lb (10,642 kg)

Case 521E Wheel Loader

Model	Case 521E	Case 521E	Case 521E
Engine	162 net hp (121 kW)	162 net hp (121 kW)	162 net hp (121 kW)
Operating weight	27,406 lb (12,431 kg)	28,709 lb (13,022 kg)	27,604 lb (12,541 kg)
Max bucket capacity	3.0 cu yd (2.3 cu m)	3.0 cu yd (2.3 cu m)	3.0 cu yd (2.3 cu m)
Operating load	10,130 lb (4622 kg)	8,553 lb (3879 kg)	8,309 lb (3769 kg)
Breakout force	26,577 lb (12,055 kg)	26,756 lb (12,137 kg)	27,375 lb (12,417 kg)

Case 521E Wheel Loader

Model	Case 521E	Case 521E	Case 521E
Engine	183 net hp (137 kW)	183 net hp (137 kW)	183 net hp (137 kW)
Operating weight	30,844 lb (13,900 kg)	31,827 lb (14,436 kg)	31,852 lb (14,448 kg)
Max bucket capacity	3.5 cu yd (2.7 cu m)	3.0 cu yd (2.3 cu m)	3.25 cu yd (2.5 cu m)
Operating load	12,067 lb (5474 kg)	11,565 lb (5246 kg)	9,836 lb (4461 kg)
Breakout force	32,958 lb (14,950 kg)	28,770 lb (13,050 kg)	32,778 lb (14,868 kg)

Case 521E Wheel Loader

Model	Case 521E	Case 521E	Case 521E
Engine	213 net hp (159 kW)	213 net hp (159 kW)	213 net hp (159 kW)
Operating weight	37,844 lb (17,166 kg)	39,045 lb (17,710 kg)	39,045 lb (17,710 kg)
Max bucket capacity	4.5 cu yd (3.4 cu m)	4.5 cu yd (3.4 cu m)	4.5 cu yd (3.4 cu m)
Operating load	13,932 lb (6320 kg)	13,932 lb (6320 kg)	10,934 lb (4950 kg)
Breakout force	40,758 lb (18,479 kg)	40,758 lb (18,479 kg)	41,369 lb (18,765 kg)

NOTE: All engines meet current EPA emission regulations.

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

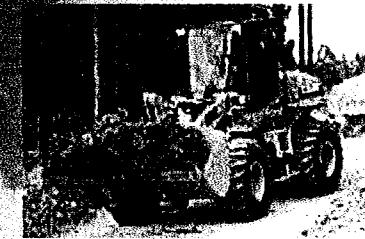
IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your Case dealer/distributor will be able to give you details of the products and their specifications available in your area.



521E



521E



721E



821E

SAFETY
NEVER HURTS

Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

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Form No. CCE111601
Replaces Form No. CCE8102701



521E/XT/XR

**ARTICULATED WHEEL LOADER
TIER III CERTIFIED**

ENGINE

Model	Case Family IV, 445TA/EGE, Tier III certified
Type	4-stroke, turbocharged and air to air cooled
Cylinders	4
Bore/Stroke	4.09 in x 5.20 in (104 X 132 mm)
Displacement	274 in ³ (4.5 L)
Fuel injection	Electronic
Fuel	#2 Diesel
Fuel filter	Replaceable, full flow spin-on cartridge
Air filter	Dry type element w/warning restriction indicator
Mid-mount cooling module	External independent mounted coolers
Fan	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	
Style	Integral
Engine oil	
Pump operating angle ratings	
Side-to-side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow spin-on cartridge
Horsepower – Peak	
Max Power	
Gross	146 (109 kW) @ 1900 rpm
Net	135 (101 kW) @ 1900 rpm
Standard Power	
Gross	136 (101 kW) @ 1900 rpm
Net	125 (94 kW) @ 1900 rpm
Economy Power	
Gross	110 (82 kW) @ 1700 rpm
Net	103 (77 kW) @ 1600 rpm
Torque – Peak	
Max Power	
Gross	422 (573 kW) @ 1600 rpm
Net	402 (545 kW) @ 1500 rpm
Standard Power	
Gross	408 (554 kW) @ 1400 rpm
Net	393 (533 kW) @ 1300 rpm
Economy Power	
Gross	403 (547 kW) @ 1200 rpm
Net	392 (531 kW) @ 1200 rpm
Torque rise	19%

NOTE: Gross horsepower and torque per SAE J1995.
Net horsepower and torque per SAE J1349.

DRIVETRAIN

Transmission	4F/3R Proportional w/Electronic Control Module torque sensing autoshift/manual shift and modulation	
Gears	Helical cut	
Gear ratios	Forward	Reverse
1st	4.012	3.804
2nd	2.174	2.061
3rd	1.088	1.031
4th	0.619	NA
Torque converter		
Stall ratio	2.30:1	
Differential	Limited slip w/45% transfer on front and rear axles	
Front and rear axle		
Differential ratio	3.36	
Planetary ratio	6.40	
Final axle ratio	21.53	
Planetaries	Outboard	
Service brakes		
	Hydraulically actuated, maintenance-free, multiple wet disc w/accumulator to all four wheels	
Brake surface area	480 in ² per hub (0.309 m ²)	
Parking brakes		
	Spring-applied hydraulic release disc on transmission output shaft	
Travel speeds – mph (km/h) w/17.5x25 L3 Tires	Forward	Reverse
1st	3.8 (6.1)	4.0 (6.4)
2nd	6.9 (11.1)	7.3 (11.7)
3rd	13.4 (21.6)	14.1 (22.8)
4th	22.3 (35.9)	NA

NOTE: Travel speeds at full engine throttle.

ELECTRICAL

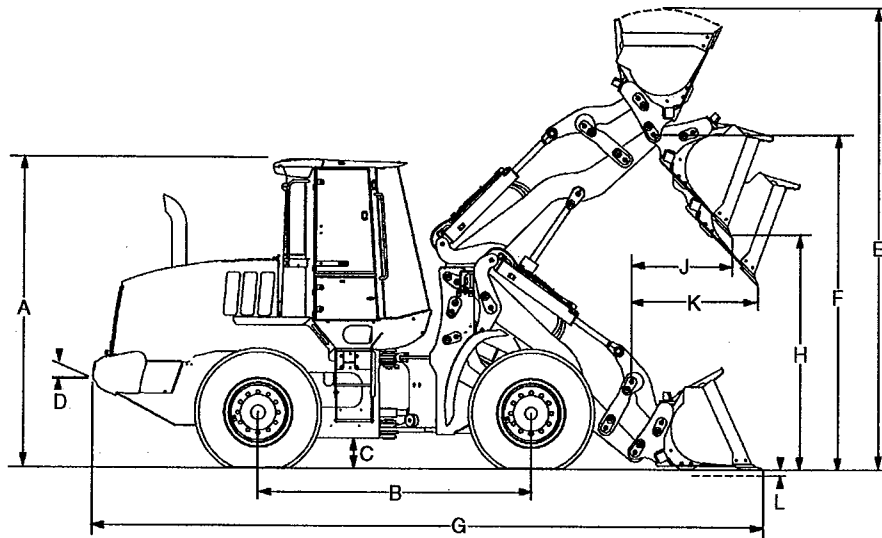
Voltage	24 Volts, negative ground
Alternator	70 amp
Batteries	(2) 12 Volt

HYDRAULICS

Pump (steering/implement)	Closed centered pressure/flow compensated	
Variable displacement	4.33 in ³ /rev 35.4 gpm @ 2000 rpm @ 2750 psi (134 L/min @ 2000 rpm @ 18 961 kPa)	
Loader control valve	Closed-center, sectional 2, 3 or 4-spool with pilot control for lift, tilt and auxiliary hydraulics, electromagnetic detents in float, raise and rollback	
Loader auxiliary steering	Hydraulic orbital center-pivot articulating w/on-demand oil flow	
High pressure standby	3625 psi (25 000 kPa)	
Filtration	10-micron, full flow replaceable cartridges on return line, condition indicator light for filter	

CYLINDERS

Lift cylinder		
Bore diameter	4.0 in (102 mm)	
Rod diameter	2.25 in (57 mm)	
Stroke	30.82 in (783 mm)	
Dump cylinder (Z-Bar and XR)		
Bore diameter	4.5 in (114 mm)	
Rod diameter	2.5 in (64 mm)	
Stroke	20.84 in (529 mm)	
Dump cylinders (XT)		
Bore diameter	3.75 in (95.2 mm)	
Rod diameter	2.25 in (57 mm)	
Stroke	36.32 in (922.4 mm)	



DIMENSIONS

Height to –		
A.	Top of ROPS cab	129.0 in (3277 mm)
	Drawbar	37.6 in (954 mm)
B.	Wheelbase	108.3 in (2750 mm)
C.	Ground clearance	14.9 in (377 mm)
D.	Angle of departure	34°
Width –		
	Overall* w/o bucket	94.1 in (2389 mm)
	Centerline tread	74.8 in (1900 mm)
	Turning radius* – outside	195.8 in (4972 mm)
Turning angle –		
	From center	40°
	Total angle	80°
	Rear axle oscillation, total	24°

NOTE: *Dimensions taken with 17.5x25 XTLA TL tires. Additional dimensions on pages 3 & 4.

WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight	Tipping Load Adjustment 40° Turn
17.5x25 12 ply L2 tires	-408 lb (-185 kg)	-298 lb (-135 kg)	-263 lb (-120 kg)
17.5x25 12 ply L3 tires	-200 lb (-91 kg)	-146 lb (-66 kg)	-129 lb (-59 kg)
17.5-R25 XHA TL tires	+224 lb (+101 kg)	+163 lb (+74 kg)	+144 lb (+65 kg)
20.5 R25 XHA TL	+663 lb (+301 kg)	+482 lb (+219 kg)	+426 lb (+193 kg)
Base counterweight	-1,050 lb (-476 kg)	-2,370 lb (-1075 kg)	-1,995 lb (-905 kg)

NOTE: **Unit equipped with Z-Bar loader arms, 2.1 yd³ (1.61 m³) general purpose pin on bucket w/bolt-on edge, 17.5-R25 XTLA Michelin tires, ROPS cab with heater and A/C, full counterweight, standard batteries, front and rear fenders, full fuel and 175 lb (79 kg) operator. Adjust select options from rated weight.

PERFORMANCE DATA

521E Z-Bar*	2.6 yd³ GP (1.99 m³) Bucket w/Bolt-on Edge	2.3 yd³ GP (1.76 m³) Bucket w/Bolt-on Edge
SAE bucket capacity – struck	2.21 yd ³ (1.69 m ³)	1.98 yd ³ (1.51 m ³)
Heaped	2.6 yd ³ (1.99 m ³)	2.3 yd ³ (1.76 m ³)
Bucket width – outside	100.4 in (2550 mm)	100.4 in (2550 mm)
Bucket weight	1,619 lb (734 kg)	1,686 lb (765 kg)
E. Operating height – fully raised w/spillguard	186.8 in (4746 mm)	184.4 in (4684 mm)
F. Hinge pin height – fully raised	142.1 in (3608 mm)	142.1 in (3608 mm)
G. Overall length – bucket level on ground	265.9 in (6755 mm)	263.2 in (6685 mm)
Dump angle – fully raised	55°	55°
H. Dump height – fully raised, 45° dump	105.0 in (2667 mm)	106.6 in (2708 mm)
J. Bucket reach – fully raised, 45° dump	41.6 in (1056 mm)	39.9 in (1013 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	57.6 in (1463 mm)	56.9 in (1444 mm)
Operating load – ISO	7,969 lb (3615 kg)	8,006 lb (3631 kg)
Maximum material density – ISO	3,065 lb/yd ³ (1819 kg/m ³)	3,481 lb/yd ³ (2065 kg/m ³)
Tipping load – ISO		
Straight	18,291 lb (8297 kg)	18,381 lb (8337 kg)
40° turn	15,939 lb (7230 kg)	16,011 lb (7262 kg)
Lift capacity –		
Full height	12,338 lb (5596 kg)	12,272 lb (5567 kg)
Maximum reach	17,009 lb (7715 kg)	16,956 lb (7691 kg)
Ground	21,121 lb (9580 kg)	22,328 lb (10 128 kg)
Breakout force w/tilt cylinder	18,175 lb (8244 kg)	19,364 lb (8784 kg)
Maximum rollback –		
@ Ground	40°	40°
@ Carry position	43°	43°
@ Maximum reach	52°	52°
@ Full height	54°	54°
L. Dig depth	3.1 in (78 mm)	2.8 in (70 mm)
Maximum grading angle w/bucket – back dragging	60°	60°
Loader clearance circle	434.3 in (11 032 mm)	432.7 in (10 991 mm)

521E XT	2.1 yd³ GP (1.61 m³) ACS Bucket w/Edge**	2.1 yd³ GP (1.61 m³) ACS Bucket w/Teeth and Segment**
E. Operating height – fully raised w/spillguard	197.6 in (5020 mm)	197.6 in (5020 mm)
F. Hinge pin height – fully raised	147.4 in (3743 mm)	147.3 in (3742 mm)
G. Overall length – bucket level on ground	261.9 in (6652 mm)	261.9 in (6652 mm)
Dump angle – fully raised	57°	57°
H. Dump height – fully raised, 45° dump	109.4 in (2780 mm)	109.4 in (2780 mm)
J. Bucket reach – fully raised, 45° dump	43.9 in (1116 mm)	43.9 in (1116 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	62.5 in (1587 mm)	62.5 in (1587 mm)
Operating load – ISO	6,648 lb (3016 kg)	6,441 lb (2922 kg)
Maximum material density – ISO	3,166 lb/yd ³ (1879 kg/m ³)	3,067 lb/yd ³ (1820 kg/m ³)
Tipping load – ISO		
Straight	15,640 lb (7094 kg)	15,223 lb (6905 kg)
40° turn	13,297 lb (6031 kg)	12,882 lb (5843 kg)
Lift capacity –		
Full height	10,617 lb (4816 kg)	10,216 lb (4634 kg)
Maximum reach	14,436 lb (6548 kg)	14,054 lb (6375 kg)
Ground	24,415 lb (11 074 kg)	24,067 lb (10 917 kg)
Breakout force – dump cylinder	22,290 lb (10 111 kg)	25,194 lb (11 428 kg)
Loader clearance circle	427.1 in (10 849 mm)	427.1 in (10 849 mm)

521E XR	2.6 yd³ GP (1.99 m³) Bucket w/Bolt-on Edge	2.3 yd³ GP (1.76 m³) Bucket w/Bolt-on Edge	2.3 yd³ GP (1.76 m³) Bucket w/Teeth & Segments
E. Operating height – fully raised w/spillguard	201.8 in (5125 mm)	199.3 in (5063 mm)	199.3 in (5063 mm)
F. Hinge pin height – fully raised	157.0 in (3987 mm)	157.0 in (3987 mm)	157.0 in (3987 mm)
G. Overall length – bucket level on ground	279.5 in (7100 mm)	276.8 in (7031 mm)	282.6 in (7178 mm)
Dump angle – fully raised	51°	51°	51°
H. Dump height – fully raised, 45° dump	119.9 in (3046 mm)	121.7 in (3092 mm)	117.9 in (2994 mm)
J. Bucket reach – fully raised, 45° dump	40.6 in (1032 mm)	38.9 in (988 mm)	42.9 in (1089 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	69.4 in (1763 mm)	68.6 in (1742 mm)	70.7 in (1795 mm)
Operating load – ISO	6,747 lb (3060 kg)	6,767 lb (3069 kg)	6,696 lb (3037 kg)
Maximum material density – ISO	2,595 lb/yd ³ (1540 kg/m ³)	2,942 lb/yd ³ (1746 kg/m ³)	2,911 lb/yd ³ (1727 kg/m ³)
Tipping load – ISO			
Straight	15,561 lb (7058 kg)	15,615 lb (7083 kg)	15,471 lb (7018 kg)
40° turn	13,493 lb (6120 kg)	13,534 lb (6139 kg)	13,392 lb (6074 kg)
Lift capacity –			
Full height	11,512 lb (5222 kg)	11,443 lb (5190 kg)	11,341 lb (5144 kg)
Maximum reach	15,104 lb (6851 kg)	15,050 lb (6827 kg)	14,943 lb (6778 kg)
Ground	19,067 lb (8649 kg)	19,101 lb (8664 kg)	18,982 lb (8610 kg)
Breakout force w/tilt cylinder	23,463 lb (10 642 kg)	19,366 lb (8784 kg)	19,257 lb (8735 kg)
Loader clearance circle	447.3 in (11 361 mm)	445.5 in (11 315 mm)	449.9 in (11 428 mm)

PERFORMANCE DATA

521E Z-Bar*	2.3 yd ³ GP (1.76 m ³)	2.1 yd ³ GP (1.61 m ³)	2.1 yd ³ GP (1.61 m ³)
	Bucket w/Teeth & Segments	Bucket w/Bolt-on Edge	Bucket w/Teeth & Segments
SAE bucket capacity – struck Heaped 2.3 yd ³ (1.76 m ³)	1.98 yd ³ (1.51 m ³) 2.1 yd ³ (1.61 m ³)	1.77 yd ³ (1.35 m ³) 2.1 yd ³ (1.61 m ³)	1.77 yd ³ (1.35 m ³)
Bucket width – outside	101.1 in (2567 mm)	100.4 in (2550 mm)	101.1 in (2567 mm)
Bucket weight	1,789 lb (811 kg)	1,599 lb (725 kg)	1,702 lb (772 kg)
E. Operating height – fully raised w/spillguard	184.4 in (4684 mm)	181.7 in (4616 mm)	181.7 in (4616 mm)
F. Hinge pin height – fully raised	142.0 in (3608 mm)	142.1 in (3608 mm)	142.0 in (3608 mm)
G. Overall length – bucket level on ground	269.0 in (6834 mm)	260.2 in (6609 mm)	266.1 in (6759 mm)
Dump angle – fully raised	55°	55°	55°
H. Dump height – fully raised, 45° dump	103.0 in (2615 mm)	108.8 in (2763 mm)	104.9 in (2665 mm)
J. Bucket reach – fully raised, 45° dump	43.8 in (1114 mm)	37.9 in (963 mm)	41.9 in (1064 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	58.6 in (1490 mm)	55.9 in (1421 mm)	57.8 in (1469 mm)
Operating load – ISO	7,931 lb (3597 kg)	8,116 lb (3681 kg)	8,069 lb (3660 kg)
Maximum material density – ISO	3,448 lb/yd ³ (2046 kg/m ³)	3,865 lb/yd ³ (2293 kg/m ³)	3,842 lb/yd ³ (2280 kg/m ³)
Tipping load – ISO			
Straight	18,229 lb (8268 kg)	18,620 lb (8446 kg)	18,532 lb (8406 kg)
40° turn	15,861 lb (7194 kg)	16,232 lb (7363 kg)	16,138 lb (7320 kg)
Lift capacity –			
Full height	12,169 lb (5520 kg)	12,360 lb (5607 kg)	12,257 lb (5560 kg)
Maximum reach	16,849 lb (7643 kg)	17,056 lb (7737 kg)	16,954 lb (7690 kg)
Ground	22,123 lb (10 035 kg)	23,872 lb (10 828 kg)	24,062 lb (10 914 kg)
Breakout force w/tilt cylinder	19,259 lb (8736 kg)	20,926 lb (9492 kg)	20,822 lb (9445 kg)
Maximum rollback –			
@ Ground	40°	40°	40°
@ Carry position	43°	43°	43°
@ Maximum reach	52°	52°	52°
@ Full height 54°	54°	54°	54°
L. Dig depth	3.2 in (80 mm)	2.5 in (64 mm)	2.9 in (75 mm)
Maximum grading angle w/bucket – back dragging	61°	60°	60°
Loader clearance circle	436.8 in (11 095 mm)	431.0 in (10 949 mm)	435.0 in (11 050 mm)

NOTE:

*Z-Bar performance data shown w/full counterweight
**XT lift arm with buckets for ACS Pro Series 2000® size 30 HD coupler.

Performance data unit equipped with 17.5X25 XTLA tires, ROPS cab w/heater and A/C, full counterweight, standard batteries, front and rear fenders, full fuel and 175 lb (79 kg) operator. Specifications per SAE J732, J1234, J695, J742 and J818.

521E XR	2.1 yd ³ GP (1.61 m ³)	2.1 yd ³ GP (1.61 m ³)
	Bucket w/Bolt-on Edge	Bucket w/Teeth & Segments
E. Operating height – fully raised w/spillguard	196.6 in (4995 mm)	196.6 in (4995 mm)
F. Hinge pin height – fully raised	157.0 in (3987 mm)	157.0 in (3987 mm)
G. Overall length – bucket level on ground	273.9 in (6956 mm)	297.7 in (7104 mm)
Dump angle – fully raised	51°	51°
H. Dump height – fully raised, 45° dump	123.7 in (3142 mm)	119.8 in (3044 mm)
J. Bucket reach – fully raised, 45° dump	36.9 in (938 mm)	40.9 in (1039 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	67.5 in (1715 mm)	69.7 in (1770 mm)
Operating load – ISO	6,862 lb (3112 kg)	6,811 lb (3090 kg)
Maximum material density – ISO	3,267 lb/yd ³ (1939 kg/m ³)	3,244 lb/yd ³ (1925 kg/m ³)
Tipping load – ISO		
Straight	15,819 lb (7175 kg)	15,723 lb (7132 kg)
40° turn	13,723 lb (6225 kg)	13,623 lb (6179 kg)
Lift capacity –		
Full height	11,527 lb (5228 kg)	11,424 lb (5182 kg)
Maximum reach	15,149 lb (6872 kg)	15,047 lb (6825 kg)
Ground	19,249 lb (8751 kg)	19,198 lb (8708 kg)
Breakout force w/tilt cylinder	20,932 lb (9494 kg)	20,823 lb (9445 kg)
Loader clearance circle	443.6 in (11 267 mm)	448.0 in (11 378 mm)

STANDARD EQUIPMENT

OPERATOR'S ENVIRONMENT

See page 5

ENGINE

Case Family IV 445TA/EGE
Tier III certified
Selectable work modes
 Max power
 Auto power
 Standard power
 Economy power
Turbocharger
Charge air cooling
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter w/water trap
Dual element air cleaner
70 amp alternator
(2) 700 CCA 12-volt batteries
Liquid-cooled radiator
Non spark-arresting muffler
Mid-mounted cooling module
Common rail electronic fuel injection

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

Cloth-covered air-suspension seat
Sound Shield noise suppression package
Cab air-conditioning w/heater
Radio
Radio-ready (12 or 24-volt)
Auxiliary power (12-volt)
Cab convenience package
RH steps and platform
Rotating beacon
Second brake pedal

LOADER

See page 5

DRIVETRAIN

4-wheel drive
4F/3R Selectable autoshift/manual shift transmission
Electronic Control Module – Programmable, computer controlled proportional shifting with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Outboard planetary axles
Limited-slip differentials
Transmission oil cooler
Brake pedal transmission disconnect
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Lubed-for-life drive shaft

ENGINE

Cold weather package
 Heavy-duty batteries
 Fuel heater
 Hydraulic oil cooler bypass
 Low temperature hydraulic oil
 Grid heater

LOADER

Hydraulic attachment coupler
Attachment auxiliary hydraulics
Buckets (see page 3 & 4)
Loader coupler systems
XT parallel lift
XR extended reach

HYDRAULICS

Auxiliary hydraulics
Ride Control
Secondary steering
3 or 4-spool loader valves with 2 or 3-lever loader control
Hydraulic reversing fan
Hydraulic cooler

HYDRAULICS

Single lever 2-spool loader control valve
Low-effort steering
Hydraulic driven fan
(8) Diagnostic quick couplers

OTHER

Front and rear fenders
Lights –
 (2) Front driving headlights (high/low beam)
 (2) Front flood
 (2) LED stop and tail lights
 (2) Rear flood
 Front and rear turn signal/flash
Standard counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Backup alarm
Remote drain points

TIRES

17.5 X 25 radial
20.5 R25 radial
20.5 R25 bias

OTHER

Special paint
Full coverage fenders
Belly pan
Tool box
Full counterweight - Z-Bar
Temperature controlled fan

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

NOTE: All engines meet current EPA emissions requirements.

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

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



www.casece.com

Performance Advantages

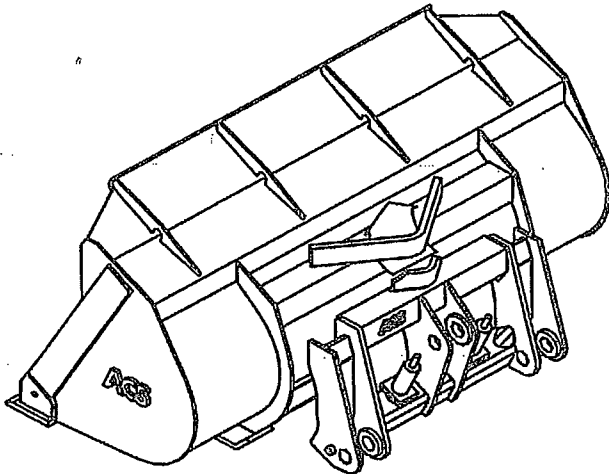
Pro Series 2000® Loader Coupler System

Patent #4,963,071

- **Highly durable and productive -- designed specifically for wheel loaders**
- **Offers the lowest CG extension in the marketplace -- less than 2" for an average 2.5-yard loader.**
- **First industry-standard coupler system -- interchanges attachments among "same-size" wheel loaders of different manufacturers**
- **Ideally suited to both 3-arm Z-Bar and 4-arm wheel loaders**

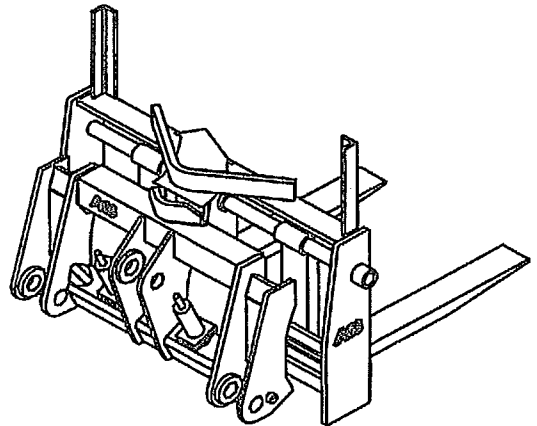
The Industry Leader

Features Demanded by Professionals



- **Profile Shape** -- fits the contour of the bucket. Keeping the load close to the loader increases capacity, productivity, and profit.
- **Visible locking device** -- sight rods on cylinders let operator know when locking pins are extended.
- **Easy Operation** -- locking pins are actuated by an electrical switch in the cab.
- **Easy Installation** -- convert new or existing vehicles using OEM bucket pins and existing loader hydraulics. Convert existing attachments by adding mating coupler blank.

- **Self-aligning, single-point hook-up** -- for positive coupling and release the first time, every time, on any terrain, at any angle of loader approach. Reducing attachment changeover time keeps the loader where it belongs -- working on the job.
- **Picture frame design** -- open coupler design allows operator to see through the coupler and attachment frame. Increases operator accuracy and efficiency.
- **Solid faceplate contact between male and female** -- over 300 square inches of solid contact distributes the working forces equally and prolongs the coupler's life





Pro Series 2000® Loader Coupler System

Patent #4,963,071

Performance Advantages

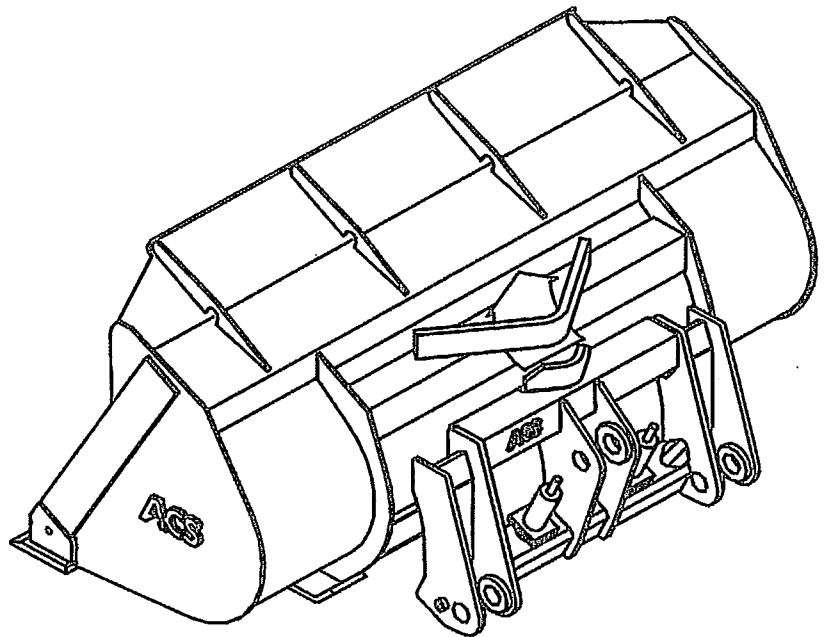
Product Highlights

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The Industry Leader

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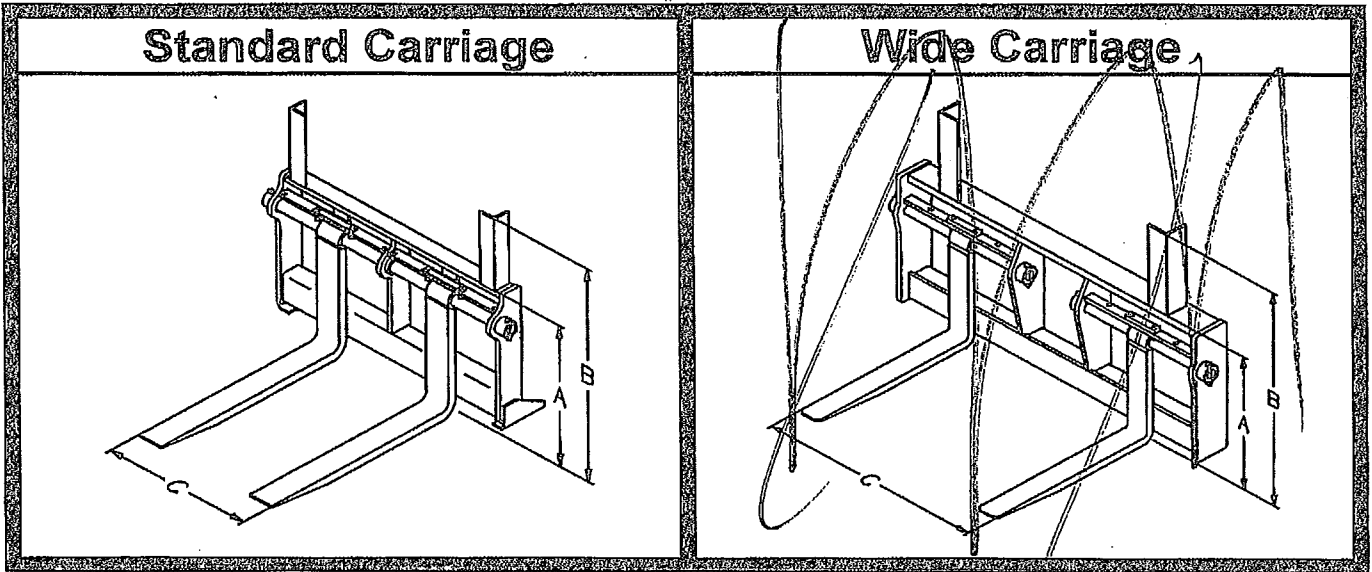


Quality that Works® Call ACS at 1-800-321-2348

Product Specifications

ACS[®] Material Handling Forks

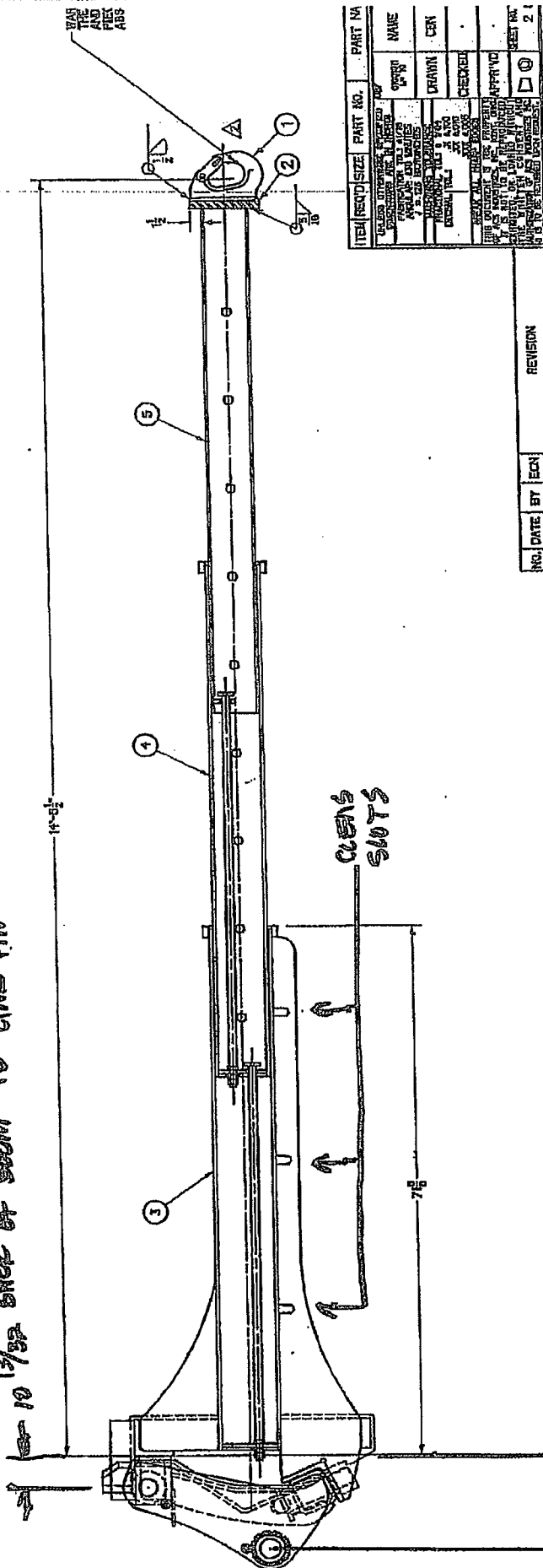
- Rugged Construction
- Heat Treated, Forged, Adjustable Tines
- Pin-On or Coupler-Equipped



Size/ Class	Max. Fork Spread "C"		Min. Fork Spread "C"		Weight		Carriage Height "A"		Overall Height "B"		Max Fork Load*	Standard (Optional) Tine Size
	Std.	Wide	Std.	Wide	Std.	Wide	Std.	Wide	Std.	Wide		
10	46"	60"	9"	9"	580#	675#	29 7/8"	29 7/8"	42 1/4"	42 1/4"	4,300#	1 1/2 x 4 x 48
20	52"	66"	12"	34"	950#	1,710#	35 1/2"	36 3/4"	50 1/2"	58 1/4"	8,000#	2 x 5 x 48 (2 x 5 x 60) (2 x 5 x 72)
30	58"	92"	14"	34"	1,180#	2,360#	35 3/4"	40 1/8"	50 3/4"	61 1/8"	10,000#	2 x 6 x 48 2 x 6 x 60 2 x 6 x 72
50	58"	92"	14"	34"	1,410#	2,660#	35 3/4"	40 1/8"	50 1/4"	61 1/8"	12,000#	2 1/2 x 6 x 48 (2 1/2 x 6 x 60) (2 1/2 x 6 x 72)
60	63"	99"	16"	34"	2,150#	3,310#	44 1/4"	47 1/2"	58 1/4"	72"	18,000#	3 x 7 x 54 (3 x 7 x 66)
70/ 80	66"	102"	17"	34"	2,590#	4,060#	46 3/4"	48"	66 3/4"	68"	22,000#	3 1/2 x 7 x 54 (3 1/2 x 7 x 66)
90	84"	N/A	28"	N/A	4,433#	N/A	54 1/2"	N/A	80"	N/A	25,000#	3 3/4 x 8 x 72

*Rating of tine capacity per pair at 24" Load Center. Other tine sizes available upon request.

10 13/32 BACK OF BOOM TO LINK PIN



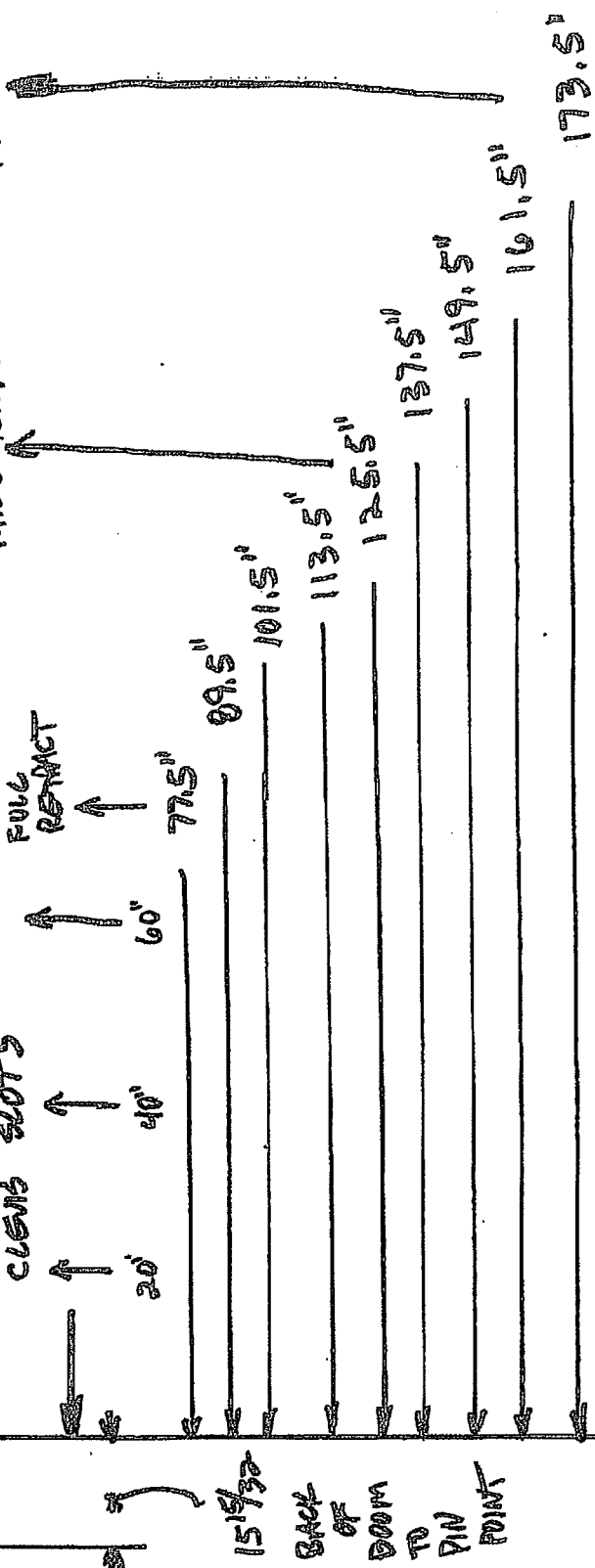
CLEANS
SLOTS

ITEM	RECD	SIZE	PART NO.	PART NA
DESIGNED BY	DATE	REVISED BY	DATE	REVISED
DRAWN	CEN	CHECKED	APPROV'D	SHEET NO.
<small>THIS DRAWING IS THE PROPERTY OF THE COMPANY AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COMPANY. IT IS TO BE KEPT UNDER LOCK AND KEY.</small>				24

NO.	DATE	BY	ECN	REVISION

FULL EXTENSION

MID EXTENSION



15 13/32
BACK
OF
BOOM
TO
PIN
POINT

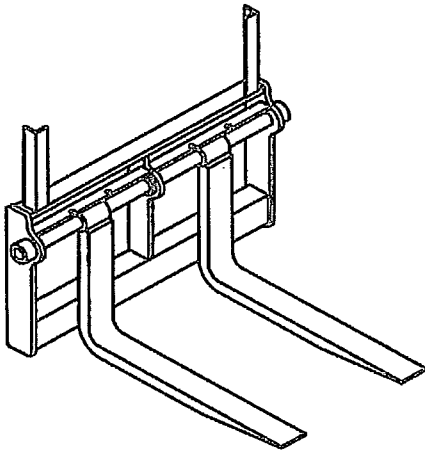


ACS[®] Material Handling Forks

Forks make your Wheel Loader a versatile material handler.

- Available Pin-On or Coupler-Equipped
- Rugged Construction
- Heat Treated and Forged Tines
- Manually Adjustable Tine Width

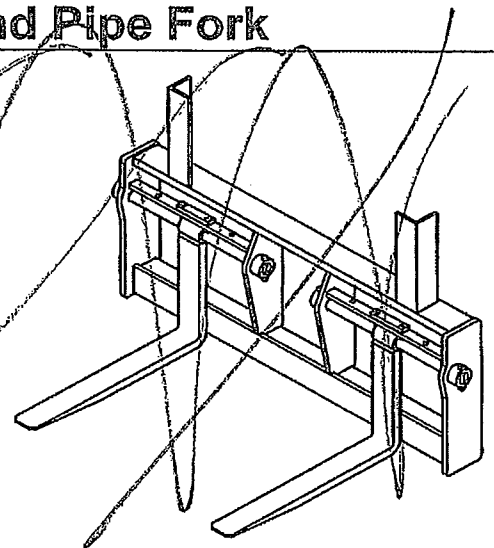
ACS Standard Construction Duty Fork



- Excellent for Handling Pallets and Construction Materials on the job-site.
- Open Frame Design to maximize Operator Visibility.
- Available with Anti-Swing Option to keep the fork tines from swinging forward.
- Many Standard Length Tines available as well as custom Lengths.
- Tines adjust manually to allow flexibility in load size.

ACS Wide Carriage Log and Pipe Fork

- Excellent for Handling Long items on the job-site such as Pipe, Logs and Lumber.
- Open Frame Design to maximize Operator Visibility.
- Available with Anti-Swing Option to keep the fork tines from swinging forward.
- Many Standard Length Tines available as well as custom Lengths.
- Tines adjust manually to allow flexibility in load size.

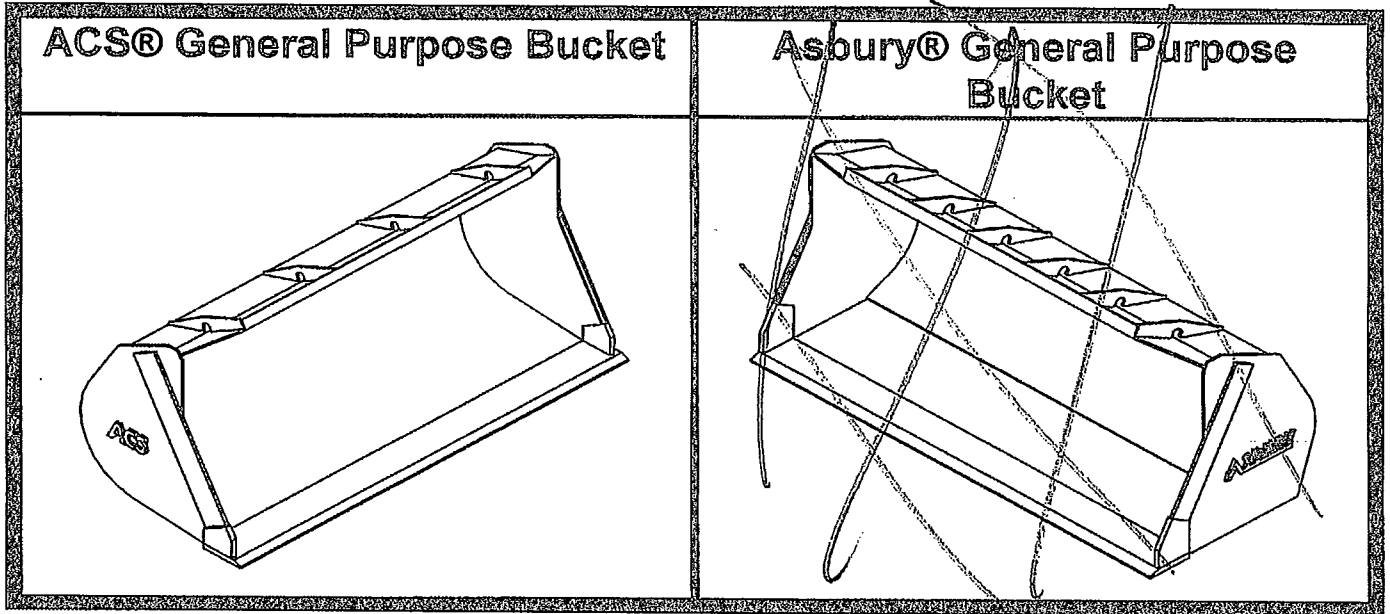


Quality That Works[®] / Call ACS at 1-800-321-2348

Product Specifications

General Purpose Buckets

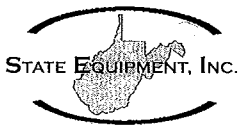
- For handling materials from 2500# to 3000# per cubic yard
- Constructed of high-strength steel
- Available with optional lift hook
- Available drilled to accept OEM wear parts
- Available Pin-On or Coupler-Equipped



CAPACITY	ESTIMATED WEIGHT		
	WHEEL LOADERS		CRAWLER S
	ACS®	Asbury®	Asbury®
1.00 Cu.Yd.	1100#	1175#	1200#
1.25 Cu.Yd.	1250#	1350#	1450#
1.50 Cu.Yd.	1500#	1600#	1700#
1.75 Cu.Yd.	1750#	1800#	1950#
2.00 Cu.Yd.	2000#	2150#	2250#
2.25 Cu.Yd.	2100#	2200#	2300#
2.50 Cu.Yd.	2200#	2350#	2500#
2.75 Cu.Yd.	2325#	2485#	2650#
3.00 Cu.Yd.	2450#	2625#	2800#
3.25 Cu.Yd.	2700#	2850#	3000#
3.50 Cu.Yd.	3050#	3175#	3300#

CAPACITY	ESTIMATED WEIGHT		
	WHEEL LOADERS		CRAWLER S
	ACS®	Asbury®	Asbury®
3.75 Cu.Yd.	3175#	3385#	3600#
4.00 Cu.Yd.	3300#	3600#	3900#
4.50 Cu.Yd.	3600#	4200#	—
5.00 Cu.Yd.	4050#	4500#	—
5.50 Cu.Yd.	4450#	4850#	—
6.00 Cu.Yd.	4750#	5100#	—
6.50 Cu.Yd.	5300#	5600#	—
7.00 Cu.Yd.	5800#	6200#	—
7.50 Cu.Yd.	6300#	6700#	—
8.00 Cu.Yd.	6800#	7300#	—
9.00 Cu.Yd.	7900#	8200#	—





STATE EQUIPMENT, INC.

PO BOX 3939
CHARLESTON WV 25339

PHONE: 304-776-4405
FAX: 304-776-4409
INFO@STATEEQUIPMENT.COM
WWW.STATEEQUIPMENT.COM

Division of Highways
Equipment Division
Route 33
Brush Fork Road
Buckhannon, WV 26201

State Equipment, Inc. will conduct an Operators orientation and Machine maintenance seminar at the convenience of the West Virginia Division of Highways, Equipment Division, Buckhannon, WV.

Factory Representatives as well as personnel from State Equipment, Inc. will be conducting the seminar. Topics to be covered but not limited to are: Machine Operation, Daily and Scheduled Maintenance intervals and safety issues.

State Equipment, Inc. will work with the Division of Highways to put together a program that meets or exceeds the DOH requirements.

Sincerely,

Eddie Rowan, Jr.
General Manager



The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on the reverse side of this document.

New Limited Warranty

The warranty described here is from CNH America LLC and in Canada, CNH Canada Ltd., both of which are referred to in this brochure as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the US or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a initial retail purchaser. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS Case Engines	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS Case Engines Cummins Engine (1650K / 1850K) ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
LOADER BACKHOES – L and M SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles Backhoe Main Boom, Standard Dipper Arm, Inner Dipper of the Extendahoe, and Swing Tower Castings	12 Months / Unlimited Hours 24 Months / 2000 Hours 60 Months / Unlimited Hours
LOADER BACKHOES – N SERIES Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
TRACTOR LOADERS / FORKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts, & Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
WHEEL LOADERS Case Engines Cummins Engine In 921 and 1221 Wheel Loader ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACT WHEEL LOADERS Deutz Engines ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
ARTICULATED TRUCKS Case Engine Cummins Engine ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours 24 Months / 2000 Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM Cummins or Deutz Engines ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
MOTOR GRADERS Cummins Engine ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
EXCAVATORS³ Case or Isuzu Engine	12 Months / 1800 Hours 24 Months / 2000 Hours
COMPACT EXCAVATORS Yanmar Engines	12 Months / 1000 Hours 12 Months / 1000 Hours
TELESCOPIC HANDLERS Case Engines, Torque Converter, Transmission, Drive Shafts, and Drive Axles	12 Months / Unlimited Hours 24 Months / 2000 Hours
SEVERE APPLICATIONS	6 Months / 1000 Hours

1) Coverage and terms provided by Cummins or Deutz dealer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments

Definition of Severe Application:

- Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills.
- Misrepresenting the application in which the product will be used on the Warranty Registration, will void Base Warranty.

Operator's Manual / Warranty Receipt Verification

The correct operator's manual has been reviewed with me by the selling dealer and will be given to me upon delivery of the product.

YES / NO

The correct operator's manual has been given to me. YES / NO

The selling dealer explained safety precautions to me. YES / NO

The selling dealer explained the warranty terms and coverage to me. YES / NO

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Model	Product identification number
-------	-------------------------------

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS.

No Modification or Extension of Warranty

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

This Warranty Is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitations and Exclusions

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.

THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.* CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.*

* These limitations and exclusions may not be allowed by some states or provinces, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state/provincial law.

Owner's Responsibility

The Case Warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product's operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repairs.

What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e. outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use of non-Case parts, implements or attachments.

Master Parts Schedule- New Construction Equipment

(see exclusions in PPP Policy Document)

Powertrain Only	Powertrain Plus Electronics	Powertrain Plus Hydraulics	Premier
<p>The Powertrain Only coverage provides for the following engine and driveline Components. Any Component not listed below is not covered under the Powertrain Only Coverage.</p> <p><u>Engine</u> All internal, lubricated parts that are captured between the valve cover and oil pan, cylinder block and head, front cover and flywheel housing, turbocharger and water pump.</p> <p><u>Drive Line</u> Drive (flex) plates/flywheel Drive axle assembly Drive couplings Drive shafts Final drive/planetary Hydraulic Drive Motor (on Hydrostatically Driven units only, including Excavators) Hydraulic Drive Pump(on Hydrostatically driven units Only, including Excavators) Hydraulic Pump (when used as a Swing Reducer) Transmission Torque converter Track Steering Brakes Transfer Gear Group Transmission Charge Pump Transmission/Transmission Control Valve Turntable Bearing/ Swing Gear/ Hydraulic Swivel Electronic Engine Controls Injection Pumps Wet Brakes/Wet clutch MFWD Assemblies Sealed Universal Joints CV Joints</p> <p><u>Compaction Equipment</u> Propulsion System Hydraulic Components Torque Hubs Pump Drive Splitter Box Reduction Unit Vibration System Hydraulic Components Eccentric Mechanism & Bearings</p>	<p>Powertrain Plus Electronics includes Powertrain Only Components along with the following Major Components systems:</p> <p><u>Drive Train Electronic Controls</u> Traction Control System Electronic Control Module Wheel Speed Sensor Brake Proportional Solenoid Valve On / Off Pilot Solenoid Valve Articulation Angle Position Sensor Brake Pressure Reducing Valve Drive Train Electronic Control Module Brake Position Sensor</p> <p><u>Implement Electronic Controls</u> Implement Electronic Control Module Frame Level Control Linkage Position Sensor Control Lever Position Sensor</p> <p><u>Exclusions:</u> Wiring Harnesses, Instruments Gauges Resistors Indicators Light Bulbs Circuit Breakers Fuses Switches Motors Electric Joysticks Batteries</p>	<p>Powertrain Plus Hydraulics includes the Powertrain Only components along with the following Major Component systems:</p> <p><u>Hydraulics</u> Main Hydraulic Pump Steering pump Main control valves Hydraulic lift cylinders Hydraulic lift/dump cylinders Hydraulic steering cylinders Hydraulic boom cylinders Hydraulic stick cylinders Hydraulic bucket cylinders</p> <p>Hoses, excluding external packing, seals, o-rings and bonded washers, quick connects.</p> <p>O-ring failures in hoses, not related to loose fittings or worn out seals, are covered.</p>	<p>Premier Includes the Powertrain Only, Powertrain Plus Electronics, and Powertrain Plus Hydraulics, along with the following Major Component systems:</p> <p><u>Fuel system</u> Fuel Transfer/ lift pumps, Injection pumps and lines that do not fall into the Emissions Warranty guidelines.</p> <p><u>Electrical</u> Wiring harnesses Sensors Instruments Gauges Indicators Circuit Breakers Relays Switches Motors Joysticks</p> <p><u>Hydraulics</u> Steering Hydraulic Components</p> <p><u>Chassis/ Frame/Cab</u> Weldment failures A/C system (excludes Dryer Failures) Exhaust system: includes manifolds and muffler Internal door latch mechanisms/ Weldment failures Cooling System: Radiator and cooler failures not related to corrosion, decay, or deterioration</p> <p><u>Exclusions:</u> Comfort Items listed in policy document</p>

***Note: Emissions and Parts Warranty related failures should be filed back to the manufacturer, and NOT through PPP; in accordance with the manufacturer's operating guidelines and conditions**

****Note: Field Campaigns/factory directed repairs should NOT be filed through the PPP. Please direct to the Manufacturer.**



STATE EQUIPMENT, INC.

PO BOX 3939
CHARLESTON WV 25339

PHONE: 304-776-4405
FAX: 304-776-4409
INFO@STATEEQUIPMENT.COM
WWW.STATEEQUIPMENT.COM

Division of Highways
Equipment Division
Route 33
Brush Fork Road
Buckhannon, WV 26201

State Equipment, Inc. will conduct an Operators orientation and Machine maintenance seminar at the convenience of the West Virginia Division of Highways, Equipment Division, Buckhannon, WV.

Factory Representatives as well as personnel from State Equipment, Inc. will be conducting the seminar. Topics to be covered but not limited to are: Machine Operation, Daily and Scheduled Maintenance intervals and safety issues.

State Equipment, Inc. will work with the Division of Highways to put together a program that meets or exceeds the DOH requirements.

Sincerely.

Eddie Rowan, Jr.
General Manager

MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

*This plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule" including any resulting damage to a "covered component".
See the Terms and Conditions document for complete plan details*

POWERTRAIN COMPONENTS COVERED	
<p>ENGINE and all internal lubricated components within</p> <p>Accessory Gears Camshaft Camshaft Bearings Camshaft Drive Gear Connecting Rods & Bearings Crankshaft Bearings & Gear Crankshaft Including Front And Rear Crankshaft Seals Cylinder Heads/ Head Gaskets Cylinder Liners Engine Block Engine Oil Cooler Engine Speed Controls, Linkages, and Cables Flywheel, Ring Gear Front And Rear Engine Covers And Seals Front Damper Oil Pan And Gasket Oil Pump Pistons & Rings Pressure/Temperature Sensors & Sending Units Rocker Arm Assembly Thermostats Timing Gears Valve Cover And Gasket Water Pumps</p> <p>Engine Components Covered after Emission Warranty</p> <p>Charge Air Cooler Electronic Engine Control Module EGR System Manifold Injection Pump Injectors Intake and Exhaust Manifold And Gaskets Turbocharger And Gasket</p> <p>COMPACTION/PAVING EQUIPMENT</p> <p>Eccentric Mechanism & Bearings Drum Seals Propulsion System Hydraulic Components Pump Drive Reduction Unit Splitter Box Torque Hubs Vibration System Hydraulic Components</p>	<p>TRANSMISSIONS/AXLES/HYDROSTATICS</p> <p>Axle Housing Axle Shaft Clutch Discs (Wet Only) Clutch Plates (Wet Only) Counter Shaft Clutch Differential Housing Differential Pinion Gear / Ring Gear Drive Axle Hub Drive Shaft with Universal Joints Drive Shaft Support Bearing Electronic Transmission Controller and Valve Enclosed Oil Immersed Chains and Sprockets Final Drive Pinion Final Drive Planetary Gears Front Wheel Drive Sensors Hydraulic Drive / Travel Motor Hydraulic Drive Pump Hydraulic Transmission-Control Valve Hydrostatic/Hydraulic Pump Drives Hydrostatic Motor Hydrostatic Transmission Charge Pump Hydrostatic Transmission Pump Internal Lubricated Clutch Housings Internal Transmission Control Linkage Internal Wet Service Brakes MFWD Axle/Differential Assembly including Driveshaft and U Joint Planetary Gear Carrier IPTO Clutch Housing (Scraper Tractors Only) Rotary Hydraulic Manifold Splitter Drive/Drop Box Swing Motor And Swing Gear Box Turntable Bearing Torque Converter Torque Converter Pump Transfer Drive Transmission Case Transmission Gears, Bearings, & Shafts Transmission Pump Travel Control Valve Travel & Swing Sections (only) Of Main Control Valve Wet Steering Clutches</p>
POWERTRAIN EXCLUSIONS	
<i>Engine/Transmission Mounts, Hoses And Fittings, Filters, Belts, Pulleys, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Adjustments, Dry Clutches, Batteries, Electrical Components Not Listed Above, Pipes, And Gauges*</i>	

Revised 2.1.2011

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MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

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See the Terms and Conditions document for complete plan details*

POWERTRAIN PLUS HYDRAULIC COMPONENTS COVERED	
All components listed in Powertrain, plus:	
Accumulator And Related Relief Valve Brake Accumulator Brake Pressure Sensor Brake Pump, Brake Valve Differential Lock Valve Fan Pumps And Motors Hydraulic Cylinders Hydraulic Hoses and Piping	Hydraulic Motors Hydraulic Oil Coolers Hydraulic Pumps Hydraulic Reservoir Hydraulic Valves Pilot Control Pressure Reducing Valves Unloading Valves
POWERTRAIN PLUS HYDRAULIC EXCLUSIONS	
<i>All Powertrain Exclusions, (except Hydraulic Hoses and Fittings), plus Air and Water Hoses (Including Fittings), External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Oil, Filters, Breathers, Hose Chafing, and Adjustments*</i>	
PREMIER COMPONENTS COVERED	
All components listed in Powertrain and Powertrain + Hydraulics, plus:	
ENGINE Engine Mounts And Supports Filter Mount Fuel Lines Fuel Tank Fuel Transfer Pump & Gasket Oil Filler Tube Oil Lines Pulleys Radiator Water Piping Fan And Fan Drive Air Intake Hose Engine Components Covered after Emission Warranty Catalytic Converter Diesel Particulate Filter Selective Catalytic Reduction System Diesel Exhaust Fluid Tank and Dispensing System Cold Start Enrichment Systems Sensors, Solenoids & Wiring Harnesses used in these systems FACTORY INSTALLED HEAT AND AIR CONDITIONING Accumulator Clutch Compressor Condenser Dryer Evaporator Expansion Valve Heater Core Hoses Pulley Seals & Gaskets Temperature Control Programmers and Valves	TRANSMISSION / AXLES / HYDROSTATICS Control Rods External Oil Lines Filler Tubes (Transmission) Pneumatic Valves Undercarriage Roller And Idler Seals And Bearings Undercarriage Tensioners UNDERCARRIAGE EXCLUSIONS: <i>.....Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure Due To Wear, Or Breakage Caused By Wear</i> ELECTRICAL Alternator Gauges Horn Indicators Instruments Electronic Joysticks Electric Motors Sensors Solenoid Valves Starter And Starter Solenoid Switches Traction Control System Voltage Regulator Wiring Harnesses Wiring Harnesses Exclusions <i>.....Rubbing, Chafing, Loose Or Corroded Connections</i> STRUCTURAL Backhoe Booms Backhoe/Excavator Dipper Sticks Excavator Booms Wheel Loader/Skid steer Loader Arms
PREMIER EXCLUSIONS	
<i>Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings And External Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, and Adjustments*</i>	

Revised 2.1.2011

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MASTER PARTS SCHEDULE - NEW CONSTRUCTION EQUIPMENT

*This plan excludes protection for any failure to any component caused by or resulting from the failure of a component not listed on the "Master Parts Schedule" including any resulting damage to a "covered component".
See the Terms and Conditions document for complete plan details*

STRUCTURAL COMPONENTS COVERED	
This is a stand alone coverage and must be purchased separately	
<ul style="list-style-type: none"> Backhoe Booms C Frame Car Body Chassis Circle Frame Dipper Stick Engine Frame Equipment Frame 	<ul style="list-style-type: none"> Excavator Booms Forklift Masts Loader Arms Main Frame Moldboard Lift Arm Rollover Protection Structure (Ropes) Swing Frame Track Frame
STRUCTURAL EXCLUSIONS	
<p><i>Pivot Pins, Forks, Carriages, Swingpost, Pivot Pin Bushings, Loader/Backhoe Links, 3-Point Hitch Linkage, Extending Dipper Wear Strips, Deterioration Due To Use Of Non Factory Approved Attachments, Front Shovels/Buckets, Backhoe Buckets, Including Teeth/Side-Cutters, Wear Pads, Hose Routing Guides.*</i></p>	
BACKHOE STRUCTURAL COMPONENTS COVERED	
This is a stand alone coverage and must be purchased separately	
<ul style="list-style-type: none"> Backhoe Main Boom Standard Dipper Arms Inner and Outer Dipper Arms of the Extendable Boom Swing Tower Castings 	

Revised 2.1.2011

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State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

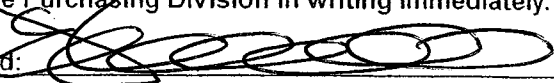
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: STATE EQUIPMENT, INC.

Signed: 

Date: 3/22/11

Title: GENERAL MANAGER

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

RFQ No. 7011EC16

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 exceed 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: STATE EQUIPMENT, INC.

Authorized Signature: [Handwritten Signature] Date: 3/22/11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of March, 2011.

My Commission expires March 27, 2021

AFFIX SEAL HERE

NOTARY PUBLIC Marie Eiler

