

VENDOR

**\*709035731** 

PO BOX 2427

CHARLESTON WV

EPRESENTATIVE

State of West Virginia Request 101
Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

CECIL I WALKER MACHINERY COMPA

25329

304-949-6400

## **Request for**

RFQ NUMBER 7011EC21

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

SH-P

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV** 

26201

304-472-1750

04/04/	<u></u>	TERMS	OF SALE		SHIP VIA	F	O.B.	FREIGHT TERMS
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## 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 mulual 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 H.PAA 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, imited 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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### Request for | Quotation

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV** 

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 04/04/2011 BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT COMPANY ... (p./d.g./.!I. NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FEIN 55-0352647 364) 543-5404 4/29/11 ADDRESS CHANGES TO BE NOTED ABOVE



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(364)543-5406

6/29/11



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PO BOX 2427

CHARLESTON WV 25329

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 7011EC21 PAGE

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

304-949-6400 CECIL I WALKER MACHINERY COMPA

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DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD BUCKHANNON, WV** 

26201 304-472-1750

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### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

## PROCUREMENT SPECIFICATIONS NO. 352-1-D

## OPEN END CONTRACT ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

#### 1.0 PURPOSE

It is the purpose of these specifications to describe an All Wheel Drive Loader with Backhoe, Wheel Type (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

#### 2.0 BIDDING PROCEDURES

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

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.

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 previous 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 120 calendar 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 90 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
- 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.

### SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

- 7.0 Unit to be of Manufacturers AWD design and shall provide engage and disengage selection accessible from operators station.
- 7.1 Engine:
- 7.1.1 Diesel fueled, water cooled.
- 7.1.2 Number of cylinders: minimum four (4).
- 7.1.3 SAE Net Horsepower: 75 minimum.
- 7.2 Transmission:
- 7.2.1 Transmission speeds to be four (4) forward fully synchronized; four (4) reverse minimum.
- 7.2.2 Minimum top travel speed to 20 MPH.
- 7.2.3 Foot operated automatic release, rear axle differential lock engageable under full engine RPM required.
- 7.3 Steering:
- 7.3.1 Full power steering with emergency dead engine steering capability.

7.4	Brakes:

- 7.4.1 Service brakes to be 2-wheel minimum, wet disk type, sealed and fully enclosed to allow operating in water, mud, snow, and other adverse conditions without encountering brake loss or fade.
- 7.4.2 Service brakes to be pressure lubricated and cooled.
- 7.4.3. Service brakes to be self adjusting type.
- 7.4.4 Service brakes to be self equalizing.
- 7.4.5 The parking/secondary brake system to be independent of service brakes and of sufficient design to hold weight of machine on incline.
- 7.4.6 The parking brake system to be equipped with a warning light and/or audible alarm.
- 7.4.7 All brakes shall conform to or exceed Federal and State standards.
- 7.5 Hydraulic System:
- 7.5.1 The hydraulic system to be the manufacturers standard. The system should incorporate a suction strainer and a replaceable return line filter.
- 7.5.2 The system should provide a minimum flow of 34 GPM at approximately 2200 RPM to the backhoe and adequate cooling for hydraulic tools and attachments.
- 7.5.3 Backhoe stabilizer hydraulic lock-outs should be provided in both the working and transport positions.
- 7.5.4 Auxiliary valve, with foot pedal control for efficient operation of motor driven attachments and machine mounted rock breakers.
- 7.6 Electrical System:
- 7.6.1 Manufacturers standard 12 volt electrical system.
- 7.6.2 Alternator approximately 78 AMPS.
- 7.6.3 Batteries to be maintenance free type and provide a cold crank amps of 1150 each at zero degrees.

7.7	Cooling System:
7.7.1	The cooling system shall be capable of maintaining engine temperature within the manufacturers recommended range during continuous operation.
7.7.2	The coolant system to incorporate a thermostat and by-pass for warm up.
7.7.3	The system to be filled with permanent extended life anti-freeze solution rated to minus 30 degrees F minimum.
7.8	Operators Station:
7.8.1	Cab to be fully enclosed SAE ROPS/FOPS certified.
7.8.2	Cab to be isolation mounted.
7.8.3	Instrumentation vandal protection to be included on complete unit.
7.8.4	Air ride seat should be deluxe cushioned, swing around type operators seat. Fully adjustable, damped and to include manufacturer's seat belt with retractor feature.
7.8.5	Tinted safety glass shall be provided at all locations.
7.8.6	Cab doors shall be lockable and keyed alike.
7.8.7	Unit should provide front and rear windshield wipers with washers.
7.8.8	Manufacturers heaviest duty heater/defroster to be provided.
7.8.9	Unit to be equipped with manufacturer air conditioning.
7.9	Instruments: Unit to have lighted gauges and/or monitoring system to include:
7.9.1	Transmission temperature.
7.9.2	Engine coolant temperature.
7.9.3	Engine oil pressure.
7.9.4	Hydraulic filter restriction.
7.9.5	Air cleaner restriction.

7.9.6

Fuel gauge.

7.9.7	Volt/Amp gauge.
7.9.8	Hour meter (to be engine controlled, not key switch).
7.9.9	Engine coolant temperature and engine oil pressure and parking brake system to include audible or visual warning systems.
7.10 A	ccessories:
7.10.1	Locking type toolbox to be large enough to store standard size hand operated grease gun and any special tools required by manufacturer.
7.10.2	OSHA approved back up alarm.
7.10.3	Horn.
7.10.4	Hand and foot controlled throttle.
7.10.5	Muffler with rain proof exhaust.
7.10.6	Lockable engine service door and keyed same as cab door/s.
7.10.7	SMV emblem.
7.10.8	Non slip type mounting steps and safety handholds.
7.10.9	Backhoe boom transport locks.
7.10.10	One (1) complete set of filter elements for unit to be provided.
7.10.11	Unit to have Class 1 LED low profile beacon
7.10.12	Unit to have left and right side and inside rear view mirrors.
7.11 Li	ghting:
7.11.1	Unit to have a minimum of two (2) front halogen work/driving lights switched and identified at operator's station.
7.11.2	Two combination stop/tail lights.
7.11.3	Two (2) rear halogen work lights to be switched and identified at operator station.
7.11.4	Two (2) front and two (2) rear turn and flashing lights.

- 7.11.5 Cab dome light.
- 7.12 Tires:
- 7.12.1 Tires to be manufacturers standard for model bid.
- 7.13 Vehicle Frame:
- 7.13.1 Unit to feature a single piece weldment, full length unitized main frame.
- 7.14 Loader:
- 7.14.1 Loader to be self-leveling.
- 7.14.2 Unit to be equipped with automatic return-to-dig feature.
- 7.14.3 Unit to provide a G.P. bucket rated at approximately 1.3. C.Y. SAE heaped capacity and a width of approximately 92 inches with bolt on cutting.
- 7.14.4 Breakout force of approximately 9,500 pounds.
- 7.14.5 Loader lift rating of approximately 6,500 pounds to full height required.
- 7.14.6 Dumping clearance at full height and 40 degrees, 103 inches approximately.
- 7.14.7 Bucket rollback at ground approximately 40 degrees.
- 7.15 Backhoe:
- 7.15.1 Unit should have an approximate digging depth of a least 15 feet 4 inches.
- 7.15.2 Backhoe lifting capacity of approximately 3,500 pounds to 12 foot lift height through the full 180 degrees swing arc.
- 7.15.3 Backhoe bucket cylinder digging force of 11,500 pound approximately.
- 7.15.4 Bucket to be manufacturers standard 24 inches with hardened/replaceable teeth.
- 7.15.5 Bucket rotation 180 degrees.
- 7.15.6 Provisions to be made for quick-coupling hydraulic tools, (i.e. road breakers, jack hammers, etc.) to the unit hydraulic system.

- 7.15.7 Unit to be capable of operating backhoe and hydraulic tools simultaneously.
- 7.15.8 Unit shall be equipped with extend-a-hoe feature with approximate dig depth of 19 feet.
- 7.16 Operating Weight:
- 7.16.1 SAE operating weight of 16,000 pounds (approximately) exclusive of tire ballast and/or counterweights.
- 7.17 Paint:
- 7.17.1 The loader is to be painted manufacturers standard.
- 7.18 All units shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.
- 7.19 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.
- 7.20 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.

### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

#### BIDDER'S EVALUATION REPORT

## PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 352-1-D

### ALL WHEEL DRIVE LOADER WITH BACKHOE, WHEEL TYPE

NOTE TO BIDDER: Procurement Specification No. 352-1-D, 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.:7011EC21		
	Bidder's Name:Cecil I. Walker Machinery Co	· · · · · · · · · · · · · · · · · · ·	
	Address:PO Box 2427, Charleston, WV 25329		
	Telephone Number:(304) 949-6400		
	Years Bidder has been registered to do business with the State of West Virginia:	_50+	_YRS.
	Years Company has been an authorized dealer for proposed unit:	_50+	_YRS.
X3.2	Have you complied with all mandatory specifications?x_ YES NO		
X4.2 <b>X4.2.1</b>	DELIVERY:  Delivery date of completed representative unit:120 Calendar Da  Receipt of Purc	•	ent
X4.2.2	Delivery date of balance of completed units:150 Calendar Days Af	ter Receipt of	

X5.0	AWARD CRITERIA;			
X5.1	Price per unit:	\$68,969	per	unit
	SPECIFICATIONS - GENERAL  Manufacturer, model, series, and date of manufacture of p	proposed unit:		
	Caterpillar, 416E, 2011 ModelIs descriptive literature, fully describing proposed unit attached	ed to your bid?x	YES	NO
	If not, why?			
X6.2	Will the required number of service manuals, and comple Equipment Division at Buckhannon upon completion of d	elivery of total un	its?	
		X_	_YES	NO
	Will the required Equipment Preventive Maintenance For Report) be provided upon inspection of the pilot unit?	•	of Bidders _YES	

## 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:				MA	KE:	
MODEL:			YEAR:	PUI	RCHASE AMOUN	Γ:
ENGINE:	MAKE:		MODEL:		FUEL TYPE:	
		EM CAPACITY: _				
BELTS:	DESCRIPTION:	_		PART NUM	BERS:	
GVW:		AXLE CAPAC	TTY:FRONT:			REAR:
TIRES:	FRONT MAKE &	SIZE:				
		SIZE:				
DIMENSIC						LENGTH:
VENDOR CONTACT PERSON:				PHONE:		
PARTS:						
BATTERY	MAKE:		MODEL:		CCA:	HEIGHT
TOP OR SI	DE POST:		DIMENSIONS	: LENGTH	WIDTH	HEIGHT
OLVIN LT	OOS OK FUEL INJ.	CUTORS MAKE:		PAKI#		
FUEL PUM	IP OR INJECTION	PUMP MAKE:		MODEL:		
ALIEKNA CTADTED	TOR WAKE:		<del></del>	i Δixi π,		
TUDDOCL	MAKE,			PAR1 #:		
TONDO CE	HARGER MAKE:	MODI	7T .	PAR1 #:	ATTOORE	
HYDRAUL	LIC PUMP MAKE:	MODI	SL:	MODEL:	_ AUTO/MANUA	L:
FILTERS	MAKE	PART NO.	LUBR	ICANT	MANUFACTU	JRER TYPE
OIL			ENGI	NE		
AIR INNEF	₹		TRAN	ISMISSION		
AIR OUTE	K		POWE	ER STEERING		
KUEL PKIN	/IARY			CAULIU.		
FUEL SEC	UNDARY		DIFFE	ERENTIALS		
COOLANT			BRAK	E FLUID		
HYDRAUL				ANT		
OTHER			OTHE			

X6.3	TRAINING:			
	Will training seminar be conducted on Preventive Maintenance, Operatorx		lechanic Ti	raining
	Will you conduct training with each purchase order against this open		ontract? _YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?		unit on the _YES	
	If NO, explain time frame			
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		or to the _YES	NO
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training?x_ YES NO	video	s, projecto	ors, required
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit?  If NO, explain	x_	ator proce _YES	•
X6.5	WARRANTY AND SERVICE POLICY			
	Will the warranty and service you provide comply with all areas as statedx_ YES No		tion 6.5 of	specifications
	Is warranty literature attached?x	YES_	NO	
	Describe:	YES_	NO	
	Caterpillar 2 year Premiere ESC new machine warranty up to 5,000 h	ours _		

## **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.)

		andard warranty. If not offered, so state. (Attach copy) ESC new machine warranty up to 5,000 hours
See A	ttached	
manu	facturer's representativ	be performed at DOH facilities and warranty service to be performed at refacility. List name and location of manufacturer's representative.  Formed at DOH facilities, DOH is responsible for travel and mileage to and
		rranty work is performed at Walker facilities, DOH is responsible for
3. List	t locations for parts inv n.	t to Walker. Service calls should be directed to Nitro,(304)755-2500. ventories that are within the State of West Virginia. Also, list availability levels, if s: Belle, Nitro, Huntington, Parkersburg, Beckley, Summersville,
Logar		
A. B. C. 5. Dur Highw	r will sell the parts to o Terms: Net 30 Terms: Net 60 Terms: Net 90 ring the term of warran ways?	Manufacturer's published list price less:0% discount Manufacturer's published list price less:% discount Manufacturer's published list price less:% discount  ty, will all manufacturers or engineering improvements be submitted to Division ofxYESNO
6. Dur	ring the term of warran	ty, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$84 per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$77 per mechanic hour; port to port
C.	Mileage Charge (Specify if one-way	\$3.35 per vehicle mile ; port to port
D.	Field Mechanic Rate	\$88 per mechanic hour
E.	Specify period of tim	e that prices are in effect: Subject to change each January
F.	Surcharge for miscell	aneous items: 0 %

X6.6	EVALUATION COMMITTEE REQUIREMENTS	
	Is all component specifications, product literature, component mode Committee bid determination?	els provided for Evaluationx YES NO
X6.7	Will all parts, equipment, accessories, material, design and perf specified herein, but which are necessary to provide a complete and conform in strength, quality of material, and quality of wor advertised and provided to the market in general by the unit in	unit, be furnished with the unit kmanship to those which are
X6.7.1	Are all parts and accessories adequate and regularly supplied a those which may be duplications of specifications herein, and exto be furnished?	s standard to be included except cept these by specification are notx_YESNO
X6.7.2	Are all standard safety features that are required by Federal anx_Y	nd State statutes of law included? YESNO
SPECI	FICATIONS OF THE QUOTED UNIT:	
	The bidder should complete the following schedule in order for the unit to the specifications. Should the bidder except a requirement, the basis that such feature is not offered by the manufacturer. The ladiscretion as to whether the bidder's substitution meets the requirement.  Manufacturer:Caterpillar Model:	hen such exception may be only on Division will have the sole irrements of the specification.
X7.0	Manufacturers AWD design with engage/disengage selection acce	ssible operators station?
X7.1	Engine:	_x_YESNO
X7.1.1	Diesel fueled, water cooled?	_x_YESNO
X7.1.2	Number of Cylinders:Four	
X7.1.3	SAE Net Horsepower:87	
X7.2	Transmission:	
X7.2.1	Are there 4 forward fully synchronized speeds/ 4 reverse	?x_YESNO
X7.2.2	Minimum top travel speed:25MPl	Н
X7.2.3		

X7.3	Steering:	
X7.3.1	Does unit provide full power steering w/emergency dead engi	- · · · · · · · · · · · · · · · · · · ·
X7.4	Brakes:	_x_YESNO
X7.4.1	Are the service brakes 2 wheel minimum, wet disk type, se operation in water, mud, snow,/other adverse conditions with fade?	aled/fully enclosed to allow out encountering brake loss orx_YESNO
X7.4.2	Are the service brakes pressure lubricated and cooled?	_x_YESNO
X7.4.3	Are the service brakes self adjusting type?	x_YESNO
X7.4.4	Are the service brakes self equalizing?	xYESNO
X7.4.5	Is the parking/secondary brake system independent of the servinely hold weight of machine on incline?	vice brakes/of sufficient design tox_YESNO
X7.4.6	Is the parking brake system equipped w/warning light/or audi	ble alarm?x_YESNC
X7.4.7	Do the brakes conform to or exceed Federal/State standar	ds?x_YESNO
X7.5	Hydraulic System:	
X7.5.1	Is the system provided the manufacturers standard for the mod strainer/replaceable return line filter?	del bid/ incorporate a suction _x_YESNO
X7.5.2	Does the backhoe offered provide adequate cooling for hy	
	Specify GPM34.8at2,200R.P	2.Mx_YESNO
X7.5.3	Are backhoe stabilizer hydraulic lock-outs provided in both th	ne working/transport positions?x_YESNO
X7.5.4	Is foot pedal control provided for efficient operation of motor mounted rock breaker?	driven attachments/boomxYESNO
X7.6	Electrical System:	
X7.6.1	Manufacturer's 12 volt electrical system provided?	xYESNO
X7.6.2	Specify alternator capacity?100 Ampere	
X7.6.3	Are batteries maintenance free type? CCA:880	_x_YESNO

X7.7	Cooling System:			
X7.7.1	Capable of maintaining engine temperature within the manufauring continuous operation?	facturers recomn _x_YES		ıge
X7.7.2	Coolant system incorporate a thermostat/by-pass for warm up?	xYES	_NO	
X7.7.3	Is the system filled w/permanent anti-freeze solution rated to a r			
X7.8	Operators Station:	xYES	NO	
X7.8.1	Is the cab fully enclosed SAE ROPS/FOPS certified?	x_YES	NO	
X7.8.2	Is the cab isolation mounted?	xYES	_NO	
X7.8.3	Is instrumentation vandalism protection included on complete un	it?x_YES	_NO	
X7.8.4	Is the air ride seat deluxe cushioned, swing around type operators And include manufacturers seat belt w/retractor feature?	s seat, fully adjust		d,
X7.8.5	Is tinted safety glass provided in all locations?	_x_YES	_NO	
X7.8.6	Are the cab doors lockable/keyed alike?	_x_YES	NO	
X7.8.7	Are front/rear windshield wipers w/washers provided?	_x_YES	_NO	
X7.8.8	Is the heater/defroster manufacturers heaviest duty?x_	_YESNO		
X7.8.9	Is unit equipped with manufacturers air conditioning?	_x_YES	_NO	
X7.9	Instruments: Unit to have lighted gauges/or monitoring system to	include:		
X7.9.1	Transmission temperature?	_x_YES	_NO	
X7.9.2	Engine coolant temperature?	_x_YES	_NO	
X7.9.3	Engine oil pressure?	_x_YES	_NO	
X7.9.4	Hydraulic filter restriction?	YESx	NO	
X7.9.5	Air cleaner restriction?	_x_YES	_NO	
X7.9.6	Fuel gauge?	_x_YES	_NO	
X7.9.7	Volt/Amp gauge?	xYES	NO	

X7.9.8	Hour meter (engine controlled, not key switch)?	x_	_YES _	NO	
X7.9.9	Engine coolant temperature, engine oil pressure, parking brake syswarning systems?			ible or visu NO	al
X7.10 X7.10.1	Accessories: Locking type tool box large enough to store standard size hand op tools required by manufacturer?		_	gun/any spo NO	ecial
X7.10.2	OSHA approved back up alarm?	x_	_YES _	NO	
X7.10.3	Horn?	x_	_YES _	NO	
X7.10.4	Hand/foot controlled throttle?	x_	_YES _	NO	
X7.10.5	Muffler with rain proof exhaust?	x_	_YES _	NO	
X7.10.6	Lockable engine service door/keyed same as cab door/s?	x_	_YES _	NO	
X7.10.7	SMV emblem	x_	_YES _	NO	
X7.10.8	Non slip type mounting steps/safety hand holds?	x_	_YES _	NO	
X7.10.9	Backhoe boom transport locks?	x_	_YES _	NO	
X7.10.10	Is one (1) complete set of filter elements for unit?	x_	_YES _	NO	
X7.10.11	Does unit have Class 1 LED low profile beacon?	x_	_YES _	NO	
X7.10.11.1	Is provided strobe light in accordance w/radio interference spe than 1.0 UV of interference on a radio receiver w/12db of quie				
X7.10.12	Are left/right side and inside rear view mirrors provided?	x_	_YES _	NO	
X7.11 <b>X7.11.1</b>	Lighting: Number of front halogen work/driving lights:Two				
X7.11.1.1	Switched/identified at operator's station?		x_	_YES	_NO
X7.11.2	Number of combination stop/tail lights:Two		_		
X7.11.3	Number of rear halogen work lights switched/identified at operato	r statio	ons:	_Two	_
X7.11.4	Number of front/rear turn/flashing lights:Two front, Two rea	ır		<del></del>	
X7.11.5	Does the cab have a dome light?	x	YES	NO	

X7.12 X7.12.1	Tires: Front tires:12.5/80-1810 PR I-3 Sure Grip Lug
	Rear tires: 19.5L-24 12 PR R4 IT525
X7.13 X7.13.1	Vehicle Frame:  Does the unit have a single piece weldment, full length unitized main frame?x_YESNO
X7.14	Loader:
X7.14.1	Is the loader self leveling?x_YESNO
X7.14.2	Is the unit equipped with automatic return-to-dig feature?x_YESNO
X7.14.3	General purpose bucket size1.25C.Y. heaped capacity with bolt on cutting edgex_ YES NO
X7.14.3.1	Bucket width:89inches
X7.14.4	Breakout force:10,036lbs.
X7.14.5	Loader lift rating6,180lbs to full height.
X7.14.6	Dumping clearance at full height and 40°104
X7.14.7	Bucket rollback at ground44degrees
X7.15	Backhoe:
X7.15.1	Unit digging depth:14 ft, 4 inches
X7.15.2	Backhoe lifting capacity4,539_lbs to12 foot lift height through the full 180° swing arc.
X7.15.3	Backhoe bucket cylinder digging force11,491lbs.
X7.15.4	Bucket size:24"_w/hardened/replaceable teeth?x_YESNO
X7.15.5	Bucket rotation205degrees.
X7.15.6	Are provisions made for quick-coupling hyd tools to the unit hyd system?x_YESNO
X7.15.7	Is the unit capable of operating backhoe/hyd tools simultaneously?x_YESNO
X7.15.8	Is the unit equipped with extend-a-hoe feature/approx. 19' dig depth?x_YESNO SEE ADDENDUM

X7.16	Operating Weight:		
X7.16.1	SAE operating weight14,881lbs exclusive of tire ballast/or counter	rweights.	
X7.16.2	List all other features considered as standard equipment but not specifical	lly addressed:	
	See Spec Sheet Attached	<del> </del>	
X7.17	Paint:		
	Will loader be painted manufacturers standard color?x_ YES _	NO	
X7.18	Will all units be delivered to WVDOH with all manufacturers recom decals/safety features intact?	mended safety r xYES	elated NO
X7.19	Does the proposed unit meet or exceed the "OSHA of 1970" and/or s	ubsequent chang x_YES	ges? NO
X7.20	Does the unit conform to the advertising guidelines?	x YES	NO

## C.I. Walker Machinery Co. Exceptions to RFQ 7011EC21

## All exceptions are on non-mandatory specs (most are for clarification on "approximate" non-mandatory specs)

X7.6.3	Batteries to be maintenance free type and provide a cold crank amps of 1150 each at zero degrees.
	Batteries are 880 cold crank amps.
X7.6.2	Alternator approximately 78 amps
	Alternator is 100 amps
X7.9.4	Hydraulic filter restriction
	No hydraulic filter restriction indicator
X7.14.3	Unit to provide a G.P. bucket rated at approximately 1.3 C.Y. SAE heaped capacity and a width of approximately 92 inches with bolt on cutting.
	Bucket is a G.P. rated at 1.25 C.Y SAE heaped capacity and a width of 89 inches
X7.14.4	Breakout force of approximately 9,500 lbs
	Breakout force is 10,036 lbs.
X7.14.5	Loader lift rating of approximately 6,500 pounds to full height required
	Loader lift rating of 6,180 lbs.
X7.14.6	Dumping clearance at full height and 40 degrees, 103 inches approximately
	Dumping clearance at full height and 40 degrees is 104 inches
X7.14.7	Bucket rollback at ground approximately 40 degrees
	Bucket rollback at ground is 44 degrees
X7.15.1	Unit should have an approximate digging depth of at least 15 feet 4 inches
	Unit has a digging depth (without using e-stick) of 14 feet 4 inches

X7.15.2	Backhoe lifting capacity of approximately 3,500 pounds to 12 foot lift height through the full 180 degrees swing arc.
	Backhoe lifting capacity is 4,539 pounds to 12 foot lift height through the full 180 degree swing arc.
X7.15.3	Backhoe bucket cylinder digging force of 11,500 pounds approximately
	Backhoe bucket cylinder digging force of 11,491 pounds
X7.15.5	Bucket rotation 180 degrees
	Bucket rotation is 205 degrees.
X7.16.1	SAE operating weight of 16,000 pounds (approximately) exclusive of tire ballast and/or counterweights.

SAE operating weight of 14,881 pounds



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

## Request for Quotation

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BUYER 33

EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

304-558-2402

DIVISION OF HIGHWAYS BUCKHANNON, WV 26201 304-472-1750

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## PRE-BID CONFERENCE SIGN IN SHEET

Request for Quotation Nur	mber: <b>7011EC21</b>	Date:	5/17/2011 10:00				
Project Description:	All Wheel Drive I	All Wheel Drive Loader with Backhoe, Wheel Type					
	Y. THIS INFORMATION IS ESSENTIAL TO IS IN YOUR COMPANY GETTING IMPORTA		TIMELY MANNER. FAILURE TO DO SO				
Firm Name:	MH SES SOUPHENT ICB	Firm Name:	C.I. WALKER MACHENGRY				
Firm Address:	126 LAKEVIEW DRIVE	Firm Address:	P.O. Box 2427				
	CHALESTON W 253/3		CHARLESTON, WV 25329				
Represenative Attending:	Des IARVIS	Represenative Attending:	MATE CONNER				
Phone Number:	304 - 741 - 3575	Phone Number:	(304) 543- 5406				
Fax Number:		Fax Number:	(304) 759 - 6464				
Email Address:	des janise jeb. com	Email Address:	mconner P walker-cat.com				
Firm Name:	Distant Tolato (AT	মা Firm Name:	Anne Moorman				
Firm Address:	Unicatous Ind. 80. (0 I 2266 University Detat		Hype Moorman				
Firm Address:	ZZEG Chriususity DETUE LEMONT FULLDERCE PA 1545		DOH				
	LETAON   THE BOARCE FOF 1375						
Represenative Attending:	Mike Clouser	Represenative Attending:					
Phone Number:	724-437-1378	Phone Number:					
Fax Number:	724-437-2098	Fax Number:					
Email Address:	mclower & west, com	Email Address:	_				
Firm Name:	WEST VIDGINIA TRAPTAL	Firm Name:	WVDOH				
Firm Address:	DD BOL 473	Firm Address:					
	CHARLESTON, W 2532	2					
Represenative Attending:	GARY ID. GRADY	Represenative Attending:	faresCocket				
Phone Number:	304-346-5301	Phone Number:					
Fax Number:	304-346-5305	Fax Number:					
Email Address:	curtiantore MSA. Conc	Email Address:					

## PRE-BID CONFERENCE SIGN IN SHEET

Request for Quotation Nu	mber: 7011EC21	Date:	5/17/2011 10:00		
Project Description:	All Wheel Drive L	oader with Backhoe, W	/heel Type		
PLEASE PRINT LEGIBLY	Y. THIS INFORMATION IS ESSENTIAL TO ( IS IN YOUR COMPANY GETTING IMPORTAL	CONTACT THE ATTENDEES IN A NT BID INFORMATION.	A TIMELY MANNER. FAILURE TO DO SO		
Firm Name: Firm Address:	WVD0T -0070	Firm Name: Firm Address:	STATE EQUIPMENT INC PO BOY 3939 CHARLESTON WUA		
Represenative Attending: Phone Number: Fax Number: Email Address:	Debra Ferrall	Represenative Attending: Phone Number: Fax Number: Email Address:	KANDY BALKASTRO  364 592 0491  364 592 0499  KANDY B & STATE EQUIPMENT-COM		
Firm Name: Firm Address:	WVD0T - 0070	Firm Name: Firm Address:	RISH FOURPHENT COMPANY P.O. BOX 900 BRANCEPOCT, W HE330		
Represenative Attending: Phone Number: Fax Number: Email Address:	Tammy Clevenger.	Represenative Attending: Phone Number: Fax Number: Email Address:	ANTENTED B. SELARGO 304 - 842 - 3511 301 - 842 - 666 aselario@ rish.com		
Firm Name: Firm Address:	Leslie Equipment Company P.O. Box 299 Norbn, IW 26285	Firm Name: Firm Address:	WVDH		
Represenative Attending: Phone Number: Fax Number: Email Address:	David Geoserid (E) 301-612-9826 (W) 204-636-6421 301-636 35/6 Gooseriddavid (B) LFC 1.60	Represenative Attending: Phone Number: Fax Number: Email Address:	Kenn Riley		



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

Request for
Quotation
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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750

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

## Request for Guotation 7011EC21

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

304-472-1750

DATE PRIN		RMS OF SALE	SHIP VIA	X01i	FREIGHTTERMS
BID OPENING DATE	06/29	/2011		ODENITING TIME	01.30PM
£RNE.	QUANTITY	UGP CAT.	TEMNUMBER	UNITPRICE	TRUCINA
		ADDEN	DUM NO. 3		
4. 1. 1.	CHANGES TO	THE SPECIFI	CATIONS PER THE	ATTACHED.	
	BID OPENING	DATE AND T	1	29/11 @1:30 P.M.	
	NO OTHER CH	ANGES			
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e e e e e e e e e e e e e e e e e e e	***** THIS	IS THE EN	OF RFQ 70111	EC21 ***** TOTA	468,969
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# ADDENDUM #3 (ADDENDUM FROM PREBID MEETING) 7011EC21

### ALL WHEEL DRIVE LOADER WITH BACKHOE

### **CHANGES TO SPECIFICATIONS:**

### FROM:

4.2 DELIVERY - 2<sup>nd</sup> Paragraph 2<sup>nd</sup> Sentence
 Delivery is preferred within 120 calendar days after receipt of purchase agreement.

### TO:

4.2 DELIVERY – 2<sup>nd</sup> Paragraph 2<sup>nd</sup> Sentence Delivery is preferred within 150 calendar days after receipt of purchase agreement.

### FROM:

4.2 DELIVERY - 3<sup>rd</sup> Paragraph

A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.

### TO:

4.2 DELIVERY - 3<sup>rd</sup> Paragraph

A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

### FROM:

7.15.8 Unit shall be equipped with extend-a-hoe feature with approximate dig depth of 19 feet.

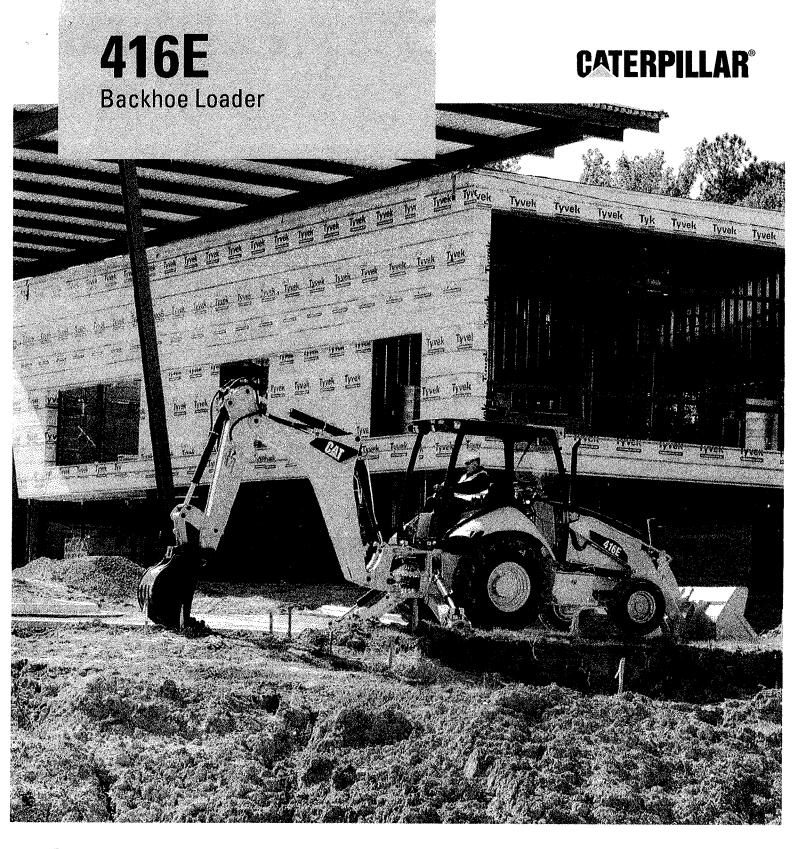
TO:

7.15.8 Unit shall be equipped with extend-a-hoe feature with 17 feet dig depth minimum.

# ADDENDUM: #3 (ADDENDUM FROM PREBID MEETING) 7011EC21

### ALL WHEEL DRIVE LOADER WITH BACKHOE

CHANGES TO BIDDER'S EVALUATION REPORT:
NO CHANGE REQUIRED ON BID OPENING DATE:
NO CHANGE REQUIRED X4.2 DELIVERY
X4.2.1 Delivery date of completed representative unit: 120 Calendar Days After Receipt of Purchase Agreement
X4.2 Delivery date of balance of completed units: Calendar Days After Receipt of Purchase Agreement
FROM: X7.15.8 Is the unit equipped with extend-a-hoe feature/approx. 19' dig depth?_YES_NO
TO: X7.15.8 Is unit equipped with extend-a-hoe featureYESNO
Extend-a-hoe digging depth: 17' 11" -feet



Engine			Weights				
Engine Model	Cat® C4.4	DITA	Operating Weight - Nominal	6750 kg	14,881 lb		
Gross Power @ 2,200 rpm – SAE J1995	71 kW	96 hp	Operating Weight – Maximum	10 200 kg	22,466 lb		
Net Power @ 2,200 rpm - SAE J1349	65 kW	87 hp	Backhoe	•			
Net Peak Power @ 2,000 rpm – SAE J1349	66 kW	89 hp	Dig Depth – Standard	4360 mm	14 ft 4 in		
			Dig Depth – Extended	5456 mm	17 ft 11 in		

### 416E Features

### World-Class Cab

Standard air suspension seat, ergonomic controls layout and more visibility make you feel comfortable — for a safer, more productive work day.

### Load-Sensing Hydraulics

Variable displacement piston pump and flow sharing hydraulic valves provide smooth control and optimized fuel efficiency.

### **Improved Power Train**

Top travel speed of 40 km/h/25 mph so you can get on and off the site faster.

### **Optional Features**

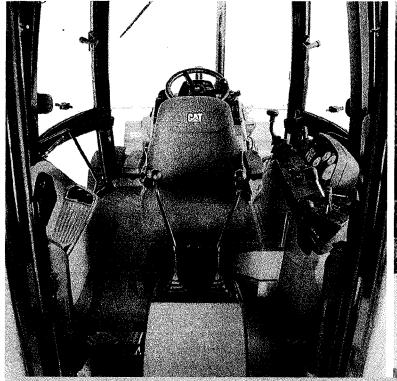
Ride Control and AccuGrade™ can improve operator comfort and productivity.

### **Contents**

Operator Station	
Hydraulics	
Ride Control	
Power Train	3 1000 000
Backhoe	
Loader	1.30
Technology Products	60,000,000
Work Tools	
Serviceability	9
Customer Support	1000
416E Backhoe Loader Specifications	
416E Standard Equipment	18
416E Optional Equipment	



The 416E lets you get more done with less effort in a more comfortable operator station, with a serviceable extendible stick design and increased performance.





# **Operator Station**

Comfort, visibility and style.

Experience a whole new level of comfort with the spacious E-Series operator station. The ergonomic, automotive style enhances the operator environment. A narrow front dash provides excellent visibility to the front bucket. Reduced vibration keeps operator fatigue low. In-cab storage compartment and lockable tool and battery box provides ample space for tools and belongings. The operator station also features an easy-to-read gauge cluster.

### **Air Suspension Seat**

The standard air suspension seat is adjustable for a greater operating range and more comfortable ride. A switch allows the seat to be tailored to support differing body weights. Adjustable seat height accommodates all operators.

### Improved Air Conditioning

The improved air conditioning system features enhanced air distribution and performance for a more comfortable work environment. A nearly 20% increase in air flow over the D-Series combined with improved louver locations provide superior operator comfort.

### **Backhoe Controls**

Two mechanical control patterns are available: two lever excavator, and two lever backhoe.

### Configurations

The 416E operator station is available in 5 options – ROPS Canopy, ROPS Canopy Plus, Utility Cab, Utility Cab Plus and Utility Cab Plus with Air Conditioning. See Standard and Optional Equipment for details.

# **Hydraulics**

Load-sensing system matches power to demand.



The 416E has a load-sensing, closed center hydraulic system, which closely matches power and flow to the demand needed by the implements. So whether you're in full trenching mode, or delicately digging around services, you are in control. In applications such as production trenching, speed is important and the system will match the flow needed to get the job done quickly and efficiently. The load-sensing hydraulic system also delivers:

- A cooler hydraulic system
- Better fuel efficiency
- · Quieter operation
- Reduced wear on components

Cat XT<sup>TM</sup>-3 ES ToughGuard<sup>TM</sup> hoses combined with Cat couplings and O-ring face seal fittings provide a leak-free system. The 416E also features new flow-sharing hydraulic valves, ensuring proportional flow of oil to all hydraulic cylinders, providing greater control and improving multifunction performance.

## **Ride Control**

Delivers even greater operator comfort.

The optional Ride Control System smoothes the ride in all conditions, including load and carry, highway roading, or simply moving around the job site. It reduces machine loping, providing a smooth and stable ride for increased operator comfort and reduced operator fatigue. The Ride Control option improves material retention in the loader bucket for increased productivity and a cleaner job site. The system is easily engaged by an On/Off switch on the front console.



## **Power Train**

Built for performance, power, reliability and fuel efficiency.

### **Cat Engine**

The 416E features the Cat® C4.4 DITA (Direct Injection Turbocharged Aftercooled) engine and meets all U.S. EPA Tier 3/EU Stage IIIa emissions requirements. Horsepower and torque rise deliver strong loading and roading performance.

- The water separator service indicator ensures the operator is alerted when service is necessary.
- Dry-type axial seal air cleaner with automatic, integrated dust ejection system for more efficient pre-separation.
   Both air cleaner and precleaner functions are incorporated into a single unit mounted under the hood.

### **Transmission**

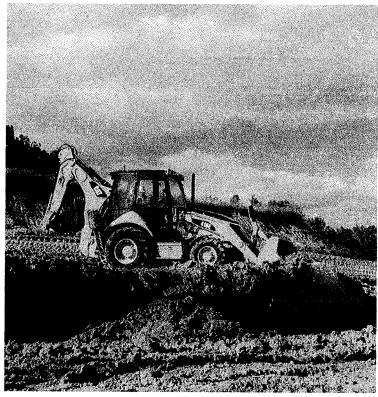
The Cat standard power shuttle transmission provides four speeds forward and reverse. Hydraulically shifted clutches allow on-the-go direction and travel speed shifts.

- Hydraulic proportional control valves smooth speed and directional shifts.
- Four Wheel Drive (4WD) option improves mobility and loader performance in poor underfoot and can be activated on-the-go.
- Maximum roading speed of 40 km/h (25 mph) for faster travel between job sites.
- Cat Rear Axles are designed specifically for demanding backhoe loader applications. Axles feature outboard planetary gear sets for easy serviceability and brake design improvements for longer service life.

#### **Brake Mode Selector**

The brake mode selector switch has three positions: two wheel drive, two wheel drive with all wheel braking and four wheel drive. Two wheel drive with all wheel braking provides better tire life while roading and engages the front axle when brakes are applied for improved braking performance.





## **Backhoe**

## Designed for high performance and easy service.

The E-Series backhoe delivers industry-leading digging forces. Serrated edges on the stick provide improved material clamping for clearing and demolition applications. The single pin bucket linkage contributes to best-in-class rotation of 205 degrees for all applications.

### **E-Stick Design**

The optional extendible stick (E-stick) increases reach and dig depth by approximately 1.2 meters (4 feet). The new design delivers increased life and easy in-field adjustment with common hand tools.

#### **Curved Boom**

The excavator-style boom is built for optimum performance and durability. The curved design provides additional clearance over obstacles while digging a trench or truck loading. The narrow boom enhances the viewing area to the bucket and trench throughout the entire operating range.

### **Thumbs**

Thumb mounting provisions are standard on every Cat Backhoe Loader for added machine versatility. Hydraulic thumbs are available factory-installed. Mechanical thumbs are available through your Cat Dealer.







## Loader

# Strong lift and breakout.

### Single Tilt

The standard single tilt loader linkage on the 416E features strong lift and breakout forces for solid performance in backfilling and truck loading applications. The 416E is equipped with either a general purpose or multi-purpose pin-on bucket to meet your specific needs.

### Return-to-Dig

The return-to-dig system reduces loading cycle times by bringing the loader bucket back to the dig position with an easy pull of the lever. By the time the loader bucket is at ground level, the bucket is angled correctly for the next load or cut.

## **Technology Products**

Advanced technologies improve productivity and simplify serviceability.

### AccuGrade™ System

The AccuGrade system for backhoe loaders improves digging accuracy and site safety by eliminating the need for manual grade measuring. Both the Site and Laser Reference Systems save time and money in a variety of digging and trenching applications.

### Site Reference System

The Site Reference System allows the operator to excavate to pre-determined coordinates. The intuitive software and controls allow the operator to set target grades.

An in-cab display allows the operator to enter slope and dig depth parameters. Easy to read grade indicator and elevation display delivers all system information to the cab for easy viewing by the operator. System includes rugged components built to withstand the harshest environments:

- In-cab display
- Cylinder position sensors
- Swing position sensor
- Inclinometer
- Wiring harnesses

### **Laser Reference System**

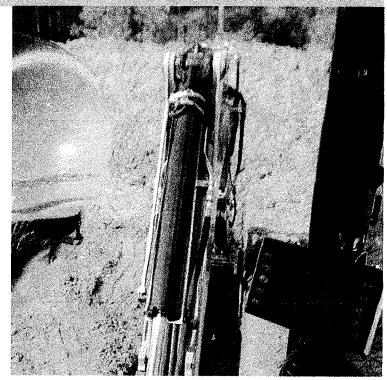
The Laser Reference System works with laser transmitters to accurately grade or excavate to a site plan without the use of grade stakes. The Laser System includes all the components of the Site Reference System with the addition of the following:

- · Laser receiver
- · Electric mast and mount
- · Laser wiring harness

Note: Laser transmitter and tripod sold separately

#### **Product Link**

Product Link uses GPS technology to provide machine data, including service hours, location, events and diagnostic information, to you through a web-based application or e-mail/pager notification.



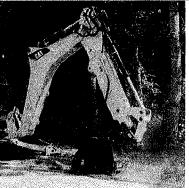




## **Work Tools**

Do more jobs with one machine.













### **Backhoe Work Tools**

A large selection of backhoe tools – including a new hydraulic thumb – gives you the flexibility to serve more customers, more profitably.

- Standard Duty, Heavy Duty, Heavy Duty Rock, Pin Lock, Soil Excavation, Coral and Ditch Cleaning Buckets
- · Cold Planer
- Hydraulic Hammer
- Auger
- Ripper
- · Mechanical and Hydraulic Thumbs
- Quick Coupler
- Vibratory Plate Compactor

### **Loader Work Tools**

The loader tool line includes the following:

- General Purpose Bucket
- Multi Purpose Bucket
- Side Dump Bucket
- · Light Material Bucket
- Loader Forks

### The right bucket makes all the difference

To get top performance from your Cat backhoe loader, be sure your machine is equipped with the proper bucket and tips. The soil excavation bucket provides the best productivity in most conditions.

### **DRS 230 (Diagonal Retention System)**

Heavy-duty bucket teeth are attached with diagonal pins rather than horizontal pins for easy exchange.

# **Serviceability**

Easy access and minimal maintenance requirements maximize uptime.



Convenient service features make maintenance easy, reducing your downtime.

- Tilt-up hood provides convenient access to all engine check points.
- Fill caps are color-coded for quick identification.
- S•O•S<sup>SM</sup>, Coolant Sampling and Technical Analysis help you avoid unscheduled repairs.
- Caterpillar is committed to providing you with a safe work environment. For more information please visit SAFETY.CAT.COM™.

# **Customer Support**

Makes the difference.

Your Cat dealer is ready to assist you with your purchase decision and everything after.

- Financing packages are flexible to meet your needs.
- Your Cat dealer can evaluate the cost to repair, rebuild and replace your machine, so you can make the right choice.
- Nearly all parts are available at your Cat dealer parts counter.
- See your dealer's website or www.cat.com to customize
  the machine that is right for you using the Build and
  Quote applications. Also find information on other
  Cat products, dealer services and industry solutions.



## **416E Backhoe Loader Specifications**

Engine	1	
Engine Model (Standard)	Cat* C4.4	DITA
Gross Power – SAE J1995	71 kW	96 hp
Gross Power – ISO 14396	70 kW	94 hp
Net Power - SAE J1349	65 kW	87 hp
Net Power - ISO 9249	66 kW	88 hp
Net Power - EEC 80/1269	66 kW	88 hp
Net Peak Power @ 2,000 rpm - SAE J1349	66 kW	89 hp
Net Peak Power @ 2,000 rpm - ISO 9249	67 kW	90 hp
Net Peak Power @ 2,000 rpm - EEC 80/1269	67 kW	90 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268 in <sup>3</sup>
Net Torque Rise @ 1,400 rpm – Standard	35%	
Net Peak Torque @ 1,400 rpm — Standard	384 N·m	283 lb ft

• Engine meets all U.S. EPA Tier 3/ EU Stage IIIa emissions requirements.

-SAE J1349

- The net power ratings apply at 2,200 rpm when tested under the specified conditions for the specified standard.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan, air cleaner, muffler and alternator.
- Based on standard air conditions of 25° C (77° F) and 99 kPa (29.32 in) in dry barometer.
- Used 35° API gravity fuel having an LHV of 42 780 kJ/kg (18,390 BTU/lb) when used at 30° C (89° F) (reference a fuel density of 838.9 g/L [7.001 lb/gal]).
- No derating required up to 3000 m (9,843 ft).
- Net torque rise meets SAE J1349.
- Net peak power ratings apply at conditions specified above.

05 PROVING COMMENTAL OF THE COMMENT OF THE		PANAS EXPERADED A DESCRIPTION
Weights		
Operating Weight - Nominal	6750 kg	14,881 lb
Operating Weight  – Maximum	10 200 kg	22,466 lb
Cab, ROPS/FOPS	260 kg	573 lb
Ride Control	25 kg	55 lb
Air Conditioning	39 kg	86 lb
Four Wheel Drive	155 kg	342 lb
Extendible Stick (no weights)	299 kg	659 lb
Counterweights (Option I)	116 kg	255 lb
Counterweights (Option 2)	231 kg	510 lb
Counterweights (Option 3)	488 kg	1,075 lb

• Total gross machine weight not to exceed 10 200 kg (22,466 lb).

Backhoe		
Dig Depth	4360 mm	14 ft 4 in
- Standard		
E-Stick Retracted	4402 mm	14 ft 5 in
E-Stick Extended	5456 mm	17 ft 11 in
Reach from Swing Pivot – Standard	5618 mm	18 ft 5 in
E-Stick Retracted	5657 mm	18 ft 7 in
E-Stick Extended	6666 mm	21 ft 10 in
Bucket Rotation	205 Degree	es
Bucket Dig Force - Standard	52.2 kN	11,749 lb
E-Stick Retracted	51.5 kN	11,491 lb
E-Stick Extended	51.5 kN	11,491 lb
Stick Dig Force  – Standard	32 kN	7,200 lb
E-Stick Retracted	32 kN	7,200 lb
E-Stick Extended	23.5 kN	5,250 lb
Stick Lift @ 2440 mm (8 ft) – Standard	2275 kg	5,005 lb
E-Stick Retracted	2063 kg	4,539 lb
E-Stick Extended	1290 kg	2,839 lb
Loading Height - Standard	3643 mm	11 ft 11 in
E-Stick Retracted	3600 mm	11 ft 9 in
E-Stick Extended	4170 mm	13 ft 7 in
Loading Reach  - Standard	1837 mm	6 ft 0 in
E-Stick Retracted	1923 mm	6 ft 2 in
E-Stick Extended	2836 mm	9 ft 1 in

Loader		
Bucket Capacity  - General Purpose	0.76 m <sup>3</sup>	l yd³
Bucket Width - General Purpose	2262 mm	7 ft 5 in
Dump Height @ Max Angle - Single Tilt	2651 mm	8 ft 8 in
Dump Reach  @ Max Angle  - Single Tilt	772 mm	2 ft 6 in
Dig Depth  - Single Tilt	106 mm	4 in
Lift Capacity @ Full Height – Single Tilt	2803 kg	6,180 lb
Bucket Breakout Force - Single Tilt	44.6 kN	10,036 lb

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Circuit Type	Closed cer	nter, load
	sensing	
Pump Capacity (@ 2,200 rpm)	132 L/min	34.8 gal/min
System Pressure  – Backhoe	22 700 kPa	a 3,300 psi
System Pressure - Loader	20 700 kPa	a 3,000 psi
Pump Type	Variable-fl piston	ow, axial
Steering Type	Front whe	el
Power Steering	Hydrostati	ic, HMU
2WD Cylinder  - Bore	65 mm	2.6 in
Stroke	120 mm	4.7 in
Rod Diameter	36 mm	1.4 in
4WD Cylinder  Bore	65 mm	2.6 in
Stroke	120 mm	4.7 in
Rod Diameter	36 mm	1.4 in
Brake System	Inboard, o multiple di	il-immersed, sc

Power Train		
Power-Shuttle, Forward 1st	6 km/h	3.7 mph
Forward 2nd	9.6 km/h	5.9 mph
Forward 3rd	20 km/h	12 mph
Forward 4th	40 km/h	25 mph
Power-Shuttle, Reverse 1st	6 km/h	3.7 mph
Reverse 2nd	9.6 km/h	5.9 mph
Reverse 3rd	20 km/h	12 mph
Reverse 4th	40 km/h	25 mph

- Conveniently placed, hand operated lever provides instant direction changes between forward and reverse through power hydraulic clutches.
- Torque converter free-wheel clutch allows the converter stator to free-wheel during high speed, low torque conditions such as roading.
- Single-stage, 2.63:1 stall ratio.
- Travel speeds of two wheel drive backhoe loader at full throttle when equipped with 19.5 × 24 rear tires.

## Operating Specifications – Backhoe

Turning Circle: outside, front wheels	8.18 m	26 ft 10 in
Turning Circle: outside, widest loading bucket	10.97 m	36 ft

- ISO 5010.
- 2WD, 4WD (inner wheel not braked).

Service Refills		
Cooling System	20.5 L	5.4 gal
Fuel Tank	170 L	45 gal
Engine Oil w/Filter	7.6 L	2 gal
Transmission-Torque Converter, 2WD, Power Shuttle	18.5 L	4.9 gal
Transmission-Torque Converter, 4WD, Power Shuttle	18.5 L	4.9 gal
Rear Axle	16.5 L	4.4 gal
Rear Axle, Planetaries	1.7 L	0.4 gal
Front Axle, 4WD	11 L	2.9 gal
Front Axle, Planetaries	0.7 L	0.2 gal
Hydraulic System	90 L	23.8 gal
Hydraulic Tank	38 L	10 gal

Standards	
Brakes	SAE J/ISO 3450, ISO 3450 1996
Cab – ROPS	SAE J1040 May 1994/ ISO 3741 1994
Cab – FOPS	SAE J/ISO 3449 APR98 LEVEL II and ISO 3449: 1992 LEVEL II
Cab – Sound	ANSI/SAE J1166 Oct 98 is 80 dB (A)
Exterior Sound	SAE J88 JUN86 is 76 dB (A)

### **416E Backhoe Loader Specifications**

Axle Ratings		
Front Axle, 2WD, Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb
Front Axle, 4WD, Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb
Rear Axle, Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb
Axle Oscillation	10 Degrees	

 4WD and 2WD axles are pendulum mounted and permanently sealed and lubricated, requiring no daily maintenance. Also features double-acting steering cylinder with 52° steering angle for increased maneuverability.

### **Engine Features**

- Three-ring pistons made of lightweight, silicon/aluminum alloy for strength and maximum thermal conductivity.
- Forged chrome/molybdenum-steel crankshaft with salt bath nitrocarburized pins and journals.
- Front and rear crankshaft oil seals are "lip" type Viton and PTFE designs featuring an integral dust lip.
- For durability, inlet valves are nitrided, martensitic chrome silicon steel, while exhaust valves are nitrided, austenitic chrome manganese-nickel steel.
- Cylinder block is high strength, cast iron alloy of deep skirt, monobloc design for increased strength and long life.
- Cylinder head is high strength, cast iron alloy construction with extra duty wall and deck thickness. Intake and exhaust ports are precision cast to promote optimum gas flow.
- Direct injection fuel system provides accurate fuel delivery and efficiency.
- Dry-type axial seal air cleaner with integral precleaner, automatic dust ejection system, and filter condition indicator.
- Direct electric, 12-volt starting and charging system with 880 CCA Group 31 maintenance free battery.
- Standard glow plug starting aid system for efficient cold weather starting.
- High contact ratio/gear train, peripheral fixed isolation top cover and open deck block design reduce bare engine noise.
- Higher low end torque for better engine/ machine performance.

### Tires

Choices listed as combination of front/rear tires:

- 11L-16 (12 ply) F-3/19.5L-24 (12 ply) R4 ATU
- 12.5/80-18 NHS (12 ply) 1-3 Super Traction/19.5L-24 (12 ply) R4 ATU
- 12.5/80-18 NHS (12 ply) 1-3 Super Traction/21L-24 (16 ply) R4 ATU
- 340/80R 18 XMCL/500/70R 24 XMCL
- 340/80R 18 XMCL/19.5L-R24 (12 ply) R4 ATU

#### **Brakes**

Features:

- Brakes meet the following standards: SAE J1473 and ISO 3450 requirements.
- Self-adjusting, completely enclosed and sealed.
- Foot operated brake pedals can be interlocked for roading.
- Parking/secondary brakes are independent of the service brake system. Parking brake is mechanically applied through an adjustable hand lever located on the right console.

### Counterweights

Minimum Counterweight Recommendations

Standard Stick			
Loader Bucket	Power Train	kg	lb
GP	2WD	231	510
GP	4WD	116	255
MP	2WD/4WD	no count	terweight

Extendible Stick			
Loader Bucket	Power Train	kg	lb
GP	2WD/4WD	488	1,075
GP	2WD	231	510
MP	4WD	116	255

### **Backhoe Buckets**

With weld on adapters and pin-on teeth

andard l	Duty					
Wi	dth	Rated C	apacity	We	ight	No. of
mm	in	L	ft³	kg	lb	Teeth
305	12	78	2.8	97	213	3
457	18	118	4.2	115	253	4
610	24	175	6.2	132	290	5
762	30	233	8.2	147	323	5
914	36	292	10.3	165	363	6

avy Dut	y					
Wid	dth	Rated C	apacity	We	ight	No. of
mm	in	L	ft³	kg	lb	Teeth
305	12	78	2.8	105	231	3
406	16	105	3.7	128	282	3
457	18	118	4.2	129	284	4
610	24	175	6.2	151	332	5
762	30	233	8.2	167	367	5
914	36	292	10.3	189	416	6

oil Excav	ation					
Wie	dth	Rated C	Capacity	We	ight	No. of
mm	in	L	ft³	kg	lb	Teeth
457	18	181	6.4	153	336	4
610	24	241	8.5	179	395	5
762	30	320	11.3	197	434	5
914	36	380	13.4	223	491	6

eavy Dut	y Rock					
Wie	dth	Rated (	Capacity	We	ight	No. of
mm	in	L	ft³	kg	lb	Teeth
305	12	70	2.5	120	265	3
457	18	127	4.5	150	331	4
610	24	198	7.0	175	386	5
762	30	255	9.5	195	430	5
914	36	311	11.5	210	463	6

Width		Vidth Rated Capacity		We	No. of	
mm	in	L	ft³	kg	ib	Teeth
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

## **416E Backhoe Loader Specifications**

### **Machine Dimensions**

	······································		Single	-Tilt Loader		
	General Purpose (0.76 m³/1.0 yd³)		General Purpose (0.96 m³/1.25 yd³)			i Purpose n³/1.3 yd³)
	mm	ft/in	mm	ft/in	mm	ft/in
(1) Overall transport length	7233	23 ft 9 in	7321	24 ft 0 in	7285	23 ft 11 in
Overall length (loader on ground)	7180	23 ft 7 in	7293	23 ft 11 in	7209	23 ft 8 in
(2) Overall transport height (standard stick)	3577	11 ft 9 in	3577	11 ft 9 in	3577	11 ft 9 in
Overall transport height (extendible stick)	3631	11 ft 11 in	3631	11 ft 11 in	3631	11 ft 11 in
Overall width	2322	7 ft 7 in	2322	7 ft 7 in	2322	7 ft 7 in
(3) Height to top of cab/canopy	2819	9 ft 3 in	2819	9 ft 3 in	2819	9 ft 3 in
(4) Height to top of exhaust stack	2754	9 ft 0 in	2754	9 ft 0 in	2754	9 ft 0 in
Height to loader hinge pin (transport)	365	1 ft 2 in	365	1 ft 2 in	417	1 ft 4 in
Ground clearance (minimum)	320	l ft l in	320	1 ft 1 in	320	l ft l in
(5) Rear axle centerline to front grill	2704	8 ft 10 in	2704	8 ft 10 in	2704	8 ft 10 in
Front wheel tread gauge	1880	6 ft 2 in	1880	6 ft 2 in	1880	6 ft 2 in
Rear wheel tread gauge	1727	5 ft 8 in	1727	5 ft 8 in	1727	5 ft 8 in
(6) Wheelbase 2WD/4WD	2200	7 ft 3 in	2200	7 ft 3 in	2200	7 ft 3 in

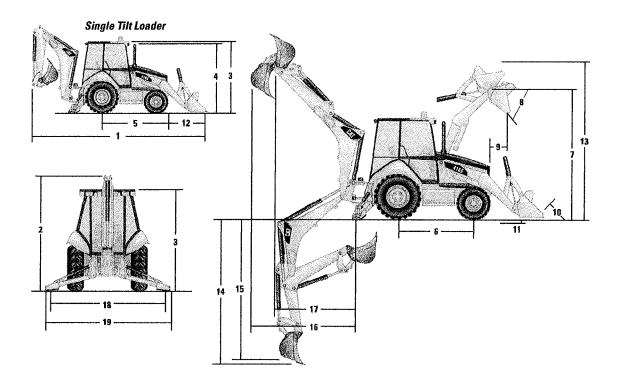
### **Loader Bucket Dimensions and Performance**

				Single-1	Tilt Loader		
			l Purpose n³/1.0 yd³)	Genera	l Purpose ³/1.25 yd³)		Purpose 3/1.3 yd³)
	Capacity (SAE rated)	0.76 m <sup>3</sup>	1.0 yd³	0.96 m <sup>3</sup>	1.25 yd <sup>3</sup>	1.0 m <sup>3</sup>	1.3 yd <sup>3</sup>
	Width	2262 mm	7 ft 5 in	2262 mm	7 ft 5 in	2279 mm	7 ft 6 in
	Lift capacity at maximum height	2547 kg	5,615 lb	2427 kg	5,351 lb	2225 kg	4,905 lb
	Breakout force	40.9 kN	9,185 lb	38.1 kN	8,565 lb	37.2 kN	8,363 lb
(7)	Maximum hinge pin height	3296 mm	10 ft 10 in	3296 mm	10 ft 10 in	3296 mm	10 ft 10 in
(8)	Dump angle at full height		14°	2	4°	4	14°
	Dump height at maximum angle	2651 mm	8 ft 8 in	2573 mm	8 ft 5 in	2624 mm	8 ft 7 in
(9)	Dump reach at maximum angle	772 mm	2 ft 6 in	853 mm	2 ft 10 in	761 mm	2 ft 6 in
(10)	Maximum bucket rollback at ground level	3	39°	39°		40°	
(11)	Digging depth	106 mm	4 in	106 mm	4 in	133 mm	5 in
	Maximum grading angle	1	10°	1	07°	1	10°
	Width of dozer cutting edge	N	I/A	N	I/A	2262 mm	7 ft 5 in
(12)	Grill to bucket cutting edge, carry position	1428 mm	4 ft 8 in	1516 mm	5 ft 0 in	1480 mm	4 ft 10 in
(13)	Maximum operating height	4063 mm	13 ft 4 in	4196 mm	13 ft 9 in	4244 mm	13 ft 11 in
	Jaw opening maximum	N	I/A	N	I/A	790 mm	2 ft 7 in
	Bucket jaw clamping force	N	I/A	N	I/A	50.6 kN	11,385 lb
	Weight (does not include teeth or forks)	384 kg	847 lb	451 kg	994 lb	745 kg	1,642 lb

### **Backhoe Dimensions and Performance**

	Standa	rd Stick	Extendible St	ick Retracted	Extendible S	tick Extended
(14) Digging depth, SAE (max.)	4360 mm	14 ft 4 in	4402 mm	14 ft 5 in	5456 mm	17 ft 11 in
(15) Digging depth, 610 mm (2 ft) flat bottom	4321 mm	14 ft 2 in	4363 mm	14 ft 4 in	5420 mm	17 ft 10 in
Reach from rear axle centerline at ground line	6721 mm	22 ft 1 in	6760 mm	22 ft 2 in	7769 mm	25 ft 6 in
(16) Reach from swing pivot at ground line	5618 mm	18 ft 5 in	5657 mm	18 ft 7 in	6666 mm	21 ft 10 in
Maximum operating height	5523 mm	18 ft 1 in	5555 mm	18 ft 3 in	6302 mm	20 ft 8 in
Loading height	3636 mm	11 ft 11 in	3577 mm	11 ft 9 in	4145 mm	13 ft 7 in
(17) Loading reach	1768 mm	5 ft 10 in	1868 mm	6 ft 2 in	2771 mm	9 ft 1 in
Swing arc	18	80°	18	0°	18	0°
Bucket rotation	20	)5°	20	5°	20	)5°
(18) Stabilizer spread, operating position (center)	3310 mm	10 ft 10 in	3310 mm	10 ft 10 in	3310 mm	10 ft 10 in
(19) Stabilizer spread, operating position (outside)	3770 mm	12 ft 4 in	3770 mm	12 ft 4 in	3770 mm	12 ft 4 in
Stabilizer spread, transport position	2322 mm	7 ft 7 in	2322 mm	7 ft 7 in	2322 mm	7 ft 7 in
Bucket dig force	51.8 kN	11,655 lb	51.1 kN	11,491 lb	51.1 kN	11,491 lb
Stick dig force	31.8 kN	7,151 lb	31.8 kN	7,151 lb	23.4 kN	5,250 lb

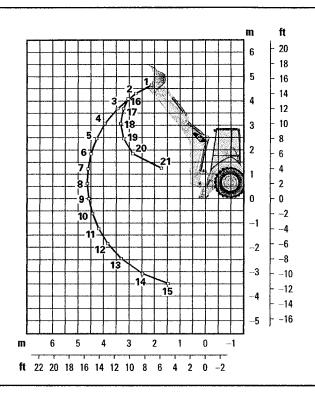
Dimensions and performance specifications shown are for machines equipped with 12.5/80-18 SGL front tires, 19.5L-24 IT525 rear tires, ROPS canopy, standard stick with 610 mm (24 inch) standard-duty bucket, and 0.76  $m^3$  (1.0  $yd^3$ ) loader bucket and standard equipment unless otherwise specified.



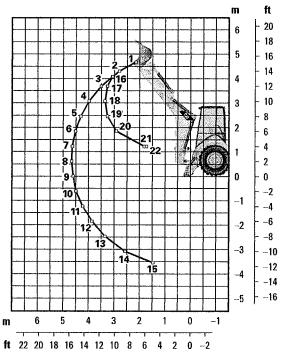
## **416E Backhoe Loader Specifications**

## **Backhoe Lift Capacity**

Cat 416E Standard Stick		
Boom Lifting	kg	lb
1	1262	2,776
2	1378	3,031
3	1394	3,066
4	1356	2,984
5	i 1306	2,873
6	1253	2,757
7	1202	2,643
8	1153	2,536
9	1107	2,436
10	1065	2,344
11	1028	2,261
12	995	2,190
13	972	2,138
14	973	2,141
15	1081	2,377
Stick Lifting	kg	lb
16	1297	2,853
17	1827	4,020
18	2195	4,828
19	2275	5,005
20	2645	5,818
21	5285	11,627



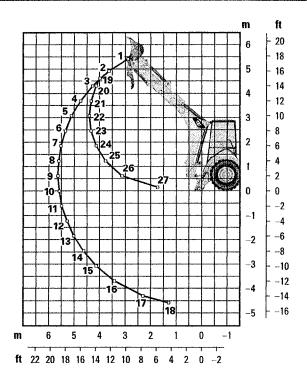
Cat 416E Extendible Stick	- Retracted	
Boom Lifting	kg	lb
	1084	2,385
	1186	2,608
	<b>3</b> 1190	2,618
	1149	2,527
	i 1096	2,412
	1042	2,291
	988	2,174
8	938	2,063
(	890	1,958
10	846	1,860
11	805	1,771
12	768	1,690
13	738	1,623
14	722	1,589
15	788	1,734
Stick Lifting	kg	lb
16	1155	2,541
17	1672	3,679
18	1992	4,382
19	2063	4,539
20	2395	5,269
21	4688	10,313
22	5059	11,129



Lift capacities are over-end values. Machine equipped with 4WD, OROPS, 0.76 m³ (1.0 yd³) general purpose bucket, and 116 kg (255 lb) counterweight. Extendible stick includes 488 kg (1,075 lb) counterweight.

### **Backhoe Lift Capacity**

at 416E Extendible Sticl		
loom Lifting	kg	lb
	<b>1</b> 597	1,313
	<b>2</b> 729	1,605
	<b>3</b> 780	1,715
	4 725	1,596
	<b>5</b> 681	1,498
	<b>6</b> 659	1,449
	7 653	1,437
	<b>8</b> 663	1,458
	9 687	1,512
1	0 672	1,478
1	1 651	1,432
1	<b>2</b> 632	1,390
1	<b>3</b> 616	1,354
1	4 604	1,328
1	<b>5</b> 600	1,319
1	6 613	1,348
1	7 704	1,550
1	8 1071	2,355
tick Lifting	kg	lb
1	9 543	1,195
2	0 724	1,593
2	1 973	2,141
2	<b>2</b> 1146	2,522
2	<b>3</b> 1290	2,839
2	4 1442	3,172
2	<b>5</b> 1653	3,637
•	<b>6</b> 2160	4,751
4	U 2100	7,731



Lift capacities are over-end values. Machine equipped with 4WD, OROPS, 0.76 m³ (1.0 yd³) general purpose bucket, and 116 kg (255 lb) counterweight. Extendible stick includes 488 kg (1,075 lb) counterweight.

### **416E Standard Equipment**

### Standard equipment may vary. Consult your Caterpillar dealer for details.

Air cleaner

Alarm, back-up

Backhoe position footrests

Backhoe controls, 2-lever mechanical

backhoe pattern

Battery, maintenance-free, 880 CCA

Battery disconnect switch Boom transport lock

Brace, lift cylinder

Brake, secondary parking

Brakes, oil disc, dual pedals, interlocking

Bucket level indicator Canopy, ROPS/FOPS

Coat hook

Coolant/Antifreeze, extended life

Counterweight, bumper

Differential lock

Dome light (cab only)

Engine, Cat® C4.4 DITA

(Direct Injection Turbocharged

and Aftercooled) Engine enclosure

Face seals, O-ring

Fan, suction and guard

Fast reversing shuttle, all gears

Fenders, rear

Filters, spin-on: fuel, engine oil,

transmission oil, water separator,

hydraulic fluid

Flashing hazard/signal lights

Floor mat

Gauges: coolant temperature, fuel level,

tachometer, hour meter, torque converter

oil temperature

Ground level fuel fill

High ambient cooling package

Hydraulic hose, XTTM-3 ES

Hydraulic oil cooler

Indicators: air cleaner service, water separator service, brake on, engine

coolant, hydraulic oil level sight gauge,

oil pressure

Instrument panel lights

Key start/stop system

Lights, working (2 front, 2 rear)

Loader, self-leveling, return-to-dig

and transmission disconnect switch

Lunch box holder

Mirror, rear view

Open circuit breather

Power receptacle, 12V, internal

and external

Power steering, hydrostatic

Rubber impact strips on radiator guard

Seat belt, retractable (51 mm/2 in)

Stabilizer shoes, grouser type

Seat, air suspension with armrest

Stabilizer controls, cable operated

Starting system, glow plugs

Storage compartment, internal

Stop and tail lights

Swing transport lock

Tilt steering wheel

Tires, see page 12

Toolbox, external, lockable

Torque converter

Throttles, hand and foot

Transmission, four speed, syncromesh

Transmission neutralizer switch

Transport tie-downs

Warning horn, electric

## **416E Optional Equipment**

Optional equipment may vary. Consult your Caterpillar dealer for details.

	<del></del>	lb
	kg	
AccuGrade™ Site	19	42
Reference System for		
Backhoe Loaders		
AccuGrade Laser	48	105
Reference System for		
Backhoe Loaders		
Attachments, backhoe		
Mechanical Quick		
Coupler		
D and E-Series	75	165
buckets		
C-Series buckets	75	165
D, E and Deere	75	165
buckets		
D, E and Case buckets		176
D, E and Case buckets Hydraulic thumb	80 139-157	176 306-345
Hydraulic thumb		
Hydraulic thumb Attachments,		
Hydraulic thumb Attachments, front loader		
Hydraulic thumb Attachments, front loader General purpose		
Hydraulic thumb  Attachments, front loader  General purpose buckets	139-157	306-345
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³)	139-157	306-345
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³) 0.96 m³ (1.25 yd³)	139-157	306-345
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³) 0.96 m³ (1.25 yd³) Multi purpose buckets	139-157 385 452	306-345 847 994
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³) 0.96 m³ (1.25 yd³) Multi purpose buckets 1.0 m³ (1.3 yd³)	139-157 385 452	847 994
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³) 0.96 m³ (1.25 yd³) Multi purpose buckets 1.0 m³ (1.3 yd³) 1.0 m³ (1.3 yd³)	139-157 385 452	847 994
Hydraulic thumb  Attachments, front loader  General purpose buckets  0.76 m³ (1.0 yd³)  0.96 m³ (1.25 yd³)  Multi purpose buckets  1.0 m³ (1.3 yd³)  1.0 m³ (1.3 yd³) w/ forks	139-157 385 452	847 994
Hydraulic thumb Attachments, front loader General purpose buckets 0.76 m³ (1.0 yd³) 0.96 m³ (1.25 yd³) Multi purpose buckets 1.0 m³ (1.3 yd³) 1.0 m³ (1.3 yd³) w/ forks Axle, front	385 452 714 884	847 994 1,571 1,945

	kg	lb
Backhoe Controls	<del></del>	
Excavator pattern	0	0
Battery, additional,	25	55
880 CCA		
Cab, utility	210	462
Cab, utility plus	220	484
Cab, utility plus	258	568
with A/C		
Canopy Plus, ROPS	15	33
Coolant, additional	0	0
protection, -50° C		
(-58° F)		
Counterweights		
116 kg (255 lb)	116	255
231 kg (510 lb)	231	510
488 kg (1,075 lb)	488	1,075
Cutting edge, bolt-on,	70	154
two piece		
Fenders, 4WD, front	12	26
Fenders, rear extensions	1	2
Guards		
Boom protection plate	18	39
Stabilizer, rock	31	68
Hydraulic valves, loader	27	59
(3rd valve for MP)		
Hydraulic valves,		
backhoe		
5th Function	5	11
6th Function	5	11

	kg	lb
Hydraulic lines	<del></del>	
Combo, Std Stick	27	59
Combo, E-Stick	27	59
One-way, E-Stick	22	48
Lights: Working,	0	0
additional (2 front,		
2 rear)		
Product Link	4	9
Ride Control	22	48
Rotating beacon		
Magnetic mount	5	11
Seat belt, 75 mm (3 in)	0	0
Stabilizers, available		
with guards		
Street	37	81
Reversible	38	84
Sticks		
Extendible	299	659
Teeth, loader bucket	45	99
Vandalism protection		
Gauge cover	1	2
Padlocks	1	2
Hood lock	0	0

### 416E Backhoe Loader

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

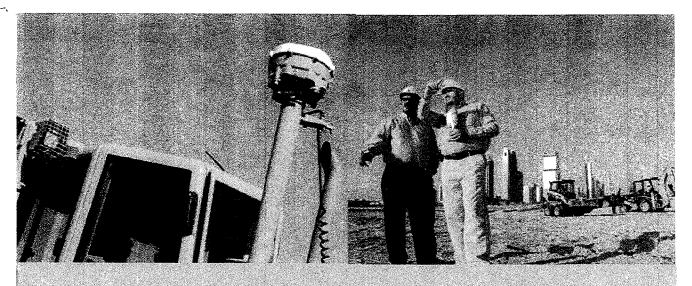
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AEHQ6025 (12-2008) Replaces AEHQ5684-02





Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine.

Hydraulic components are associated with steering and implement control.

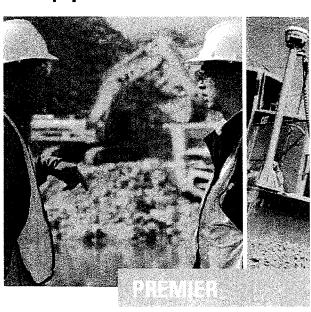
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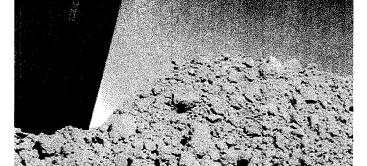
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www.cat.com/epp

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### **Cat® Equipment Protection Plan**



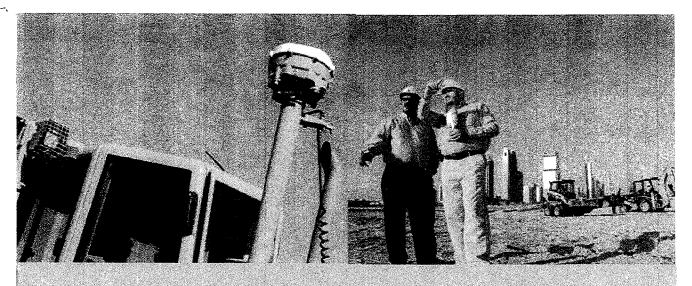


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**CATERPILLAR®** 



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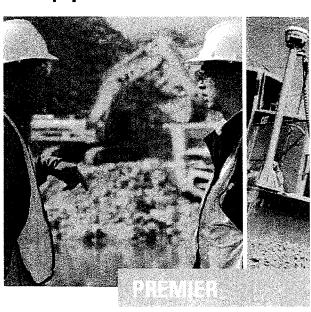
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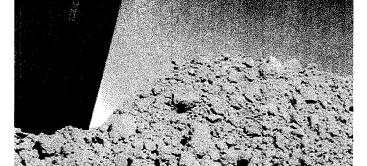
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### **Cat® Equipment Protection Plan**





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**CATERPILLAR®** 

## **CONTROL YOUR COSTS MINIMIZE YOUR RISKS**

This plan safeguards your investments in new and Cat Certified Used\* machines beyond the standard warranty period. It includes all parts and labor to protect you against failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costsand reduce unplanned downtime.



### WHAT WE DO

- Perform necessary inspections to confirm eligibility
- · Validate your enrollment in the program





- · Install parts approved by Caterpillar on covered repairs

Engine - Internal Components

Senders / Solenoids / Sensors

Flywheel & Torque Converter

AC Compressor / Condenser

**Electronic Control Modules** 

Fuel Tank & Assoc. Parts

Piston & Connecting Rod

Timing / Accessory Gears Timing Chain / Belt

Inlet / Exhaust Valve

Valve Cover & Base

Rocker Arm

**Push Rod** 

Valve Spring & Guide

Rocker Shaft Assembly

Governor / Speed Controls & Linkages

Water Piping Oil Hoses / Lines (non-hydrostatic)

Crankshaft, Main Bearings & Rod

Camshaft & Camshaft Bearings

Engine Oil Filter Mount

Oil Cooler

Manifolds

Fan Motor

Injectors

Thermostat

Turbocharger

Starter

Alternator

Fuel Lines

Cylinder Block

Piston Rings

Piston

Water Pump

Exhaust / Muffler

Fuel Injection Pumos

Lift / Transfer Pump

Radiator

#### Balancer Fuel Pump / Governor Drive Oil Pump

Oil Pan Group Fan & Fan Drive

Transmissions Transmission Oil Lines **Hydraulic Controls** Transmission Oil Fifter Base Transmission Gears Final Drives / Planetary Drive Shafts Transfer Case Wet Brake Assemblies Hydrostatic Pumps & **Drive Motors** Linkage / lines Connected to Hystat Pump Drive (pilot/eh) Control Valves Senders / Sensors Powertrain Transmission Lines / Hoses Transmission Oil Tank **Drive Train Oil Lines** 

Axies Axle Seals Final Drive & Wheel Final Drive Case / Bore Final Drive Chain Final Orive Gears Axle Shaft Drive Axle Oil Pump Universal Joint Countershaft Transmission

Bevel and Transfer Case

Steering Clutch Steering Clutch & Brake Control Valve Steering Gear & Valve Power Steering Logic Module Steering Linkage Steering Column Steering Console Tie Rod

Hydraulic / Steering Hoses & Lines Hydraulic Cylinders Hydraulic Valves & Controls Hydraulic Accumulators Hydraulic Oil Coolers Hoses and Lines **Hydraulic Quick Couplers & Swivels** Hydraulic Oil Filter Mount Hydraulic Oil Temperature Sensor Hydraulic Oil Filter Base Hydraulic Tanks

Automatic Grade Control Axle Spring Bogie Suspension Cross Slope Control Equalizer Bar Equalizer Bar Center Pin Support **Equalizer Bar Support** Stabilizer Suspension Control Suspension Control Valve Suspension Cylinder

Brake Master Cylinder Vacuum Pump Wheel Cylinder Brake Caliner, Head Assembly Control Valves Brake Lines Accumulator

Gauges / Indicators / Instruments Wiring harnesses **Switches** Relays / Circuit breakers Generator Alternator / Generator **Battery Charger** Main Power Relay Start Switch Fuse / Circuit Breaker Panel Circuit Board

Chassis / Implement Frames Weldment Carbody Main Frame

Track Roller Frame Track Adjuster Recoil Spring

#### WHAT YOU DO

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- · Promptly provide the machine for repair in the event of a covered failure

#### **EXCLUSIONS**

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.

<sup>\*</sup>Product availability varies by region.

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- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.

<sup>\*</sup>Product availability varies by region.

.Rev. 09/08

3.

Date: 6/29/11

ing the date of this certification; or,

preceding the date of this certification; or,

years immediately preceding the date of this certification; or,

immediately preceding submission of this bid, or,

Application is made for 2.5% resident vendor preference for the reason checked:

Application is made for 2.5% resident vendor preference for the reason checked:

Application is made for 5% resident vendor preference for the reason checked:

continuously for the two years immediately preceding submission of this bid; or,

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

## 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. 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 preced-

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

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)

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

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

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

	Pladel theore out of the code and the code a
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.
requii again	er understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the rements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ducted from any unpaid balance on the contract or purchase order.
By su author the re	Ibmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and prizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid equired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
and char	er penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ages during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
D: Jd	CT LA DALVER MACHY XRY CO. Signed: March ) Com-

Title: SALES KEPRESENTATIVE

RFQ No.	7011	ECal
KEW NO.		

### 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 owed 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

WINESS THE FOLLOWING SIGNATURE
Vendor's Name: CECAL. Z. WALKER MACHANERY Co.
Authorized Signature: Date:
State of West Virginia
County of Kanawha , to-wit:
Taken, subscribed, and sworn to before me this 29 day of 1 unc, 200/.
My Commission expires Qugust 8, 20/8.
NOTABLE BURNES BOOK FOR TO John
OFFICIAL SEAL NOTARY PUBLIC / COVE / STATE OF WEST VIRGINIA Rena Renee Moles

Nitro, WV 25143 My Commission Expires Aug. 8, 2018