

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

304-776-9100

Solicitation NUMBER DNR213068

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

BOBCAT OF ADVANTAGE VALLEY PO BOX 7555

\*709035519 04

CROSS LANES WV 25313

DIVISION OF NATURAL RESOURCES KANAWHA STATE FOREST ATTN: PARK SUPERINTENDENT ROUTE 2, BOX 285 CHARLESTON, WV

> 25314 304-346-5654

DATE PRINTED 02/19/2013 BID OPENING DATE: 03/12/2013 BID OPENING TIME 1:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT REQUEST FOR OUOTATION (RFO) THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES (WVDNR), IS SOLICITING BIDS TO PROVIDE VARIOUS OUTDOOR POWER EQUIPMENT FOR THE UPKEEP AND CONSTRUCTION OF TRAILS AT KANAWHA STATE FOREST, PER THE ATTACHED SPECIFICATIONS. 0001 EΑ D20-33 1 \$ 10,836 \$10,836 KAWASAKI MULE 610 4 X 4 DR EQUAL 0002 ĒΑ D70-63 \$4,010 \$4,010 CRONKHITE TRAILER MODEL 2200 OR EQUAL 0003 EA 545-57 POWERED EARTH AUGER 8" DIAMETER 2 PERSON 03/12/13 10:39:30 AM `West Virginia Purchasing Division SIGNATURE TELEPHONE 304-776-9100 55-0336065 ADDRESS CHANGES TO BE NOTED ABOVE



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#### Solicitation

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DIVISION OF NATURAL RESOURCES
KANAWHA STATE FOREST
ATTN: PARK SUPERINTENDENT

ROUTE 2, BOX 285

CHARLESTON, WV

25314 304-346-5654

DATE PRIN	ITED				
02/19 BID OPENING DATE	/2013				
LINE	03/12/ QUANTITY	2013 CAT.		OPENING TIME	1; <sub> </sub> 30PM
LINE	QUANTITY	NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1 COMPACT EXCA	EA VATOR, BO	760-23 BCAT 324 OR EQUAL	\$20,381	\$20,381
0005	1 ECHO PPT280	EA POWER PRUI	545-90 NER OR EQUAL		
0006	2	EA 20" CHAIN	545-09 SAW W/CASE OR EQ	UAL	
0007	1	EA ATE COMPAC	765-80 CTOR MVC64VH OR E	QUAL	
0008	2	EA ANDLE TRIM	515-10 MERS FS130 OR EQ	JAL	
FITTE -	Harther pecialist FE	in 55 ~ 033	TELEPHONE 30C	1-116-9100	DATE 3/U/(3
24163 3	peciciist	77 - 027	6060	ADDRESS CHAP	NGES TO BE NOTED ABOVE



SIGNATURE

\*709035519 04

CROSS LANES WV

PO BOX 7555

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

25313

BOBCAT OF ADVANTAGE VALLEY

304-776-9100

Solicitation

NUMBER DNR213068 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

ATTN:

KANAWHA STATE FOREST

PARK SUPERINTENDENT

ROUTE 2, BOX 285 CHARLESTON, WV

25314 304-346-5654

DIVISION OF NATURAL RESOURCES

DATE PRINTED 02/19/2013 BID OPENING DATE: 03/12/2013 BID OPENING TIME 1:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT b009 020-04 EΑ RAPID FEED WOOD CHIPPER W/EXTENDED CHUTE 0010 EA515-10-01-002 1 STIHL HS46 HEDGE TRIMMER OR EQUAL 0011 ĒΑ D31-11 STIHL PROFESSIONAL BACKPACK BLOWER OR EQUAL \*\*\*\* THIS IS THE END OF RFQ DNR213068 \*\*\*\*\* TOTAL: \$35,227

304-776-9100 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0336065

TELEPHONE

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

	A pre-bid meeting will not be held prior to bid opening.		
[ ]	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:		
[ ]	A MANDATORY PRE-BID meeting will be held at the following place and time:		

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: March 01/2013 at 11:00AM. EST.

Submit Questions to: Guy Nisbet

2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130 The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID	
BUYER:	
SOLICITATION NO.:	
BID OPENING DATE:	
BID OPENING TIME:	
FAX NUMBER:	

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: March 12, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

P.O. Box 50130,

Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

#### **GENERAL TERMS AND CONDITIONS:**

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.	CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:		
	I		Term Contract
			Initial Contract Term: This Contract becomes effective on
			and extends for a period of
			Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
			Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.
	I	١	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
	lv	/	One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
	I	Ĭ	Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - [ ] Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | ✓ | One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - | BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

I	1	in the a	amount and rec	NCE BOND: The apparent successful Vendor shall provide a performance bond of		
1	I	labor/m	naterial p	<b>CERIAL PAYMENT BOND:</b> The apparent successful Vendor shall provide a payment bond in the amount of 100% of the Contract value. The labor/material must be issued and delivered to the Purchasing Division prior to Contract award.		
or sar	tific irre ne or/r	ed check vocable l schedule	es, cashic letter of as the paymen	d, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide er's checks, or irrevocable letters of credit. Any certified check, cashier's check, credit provided in lieu of a bond must be of the same amount and delivered on the bond it replaces. A letter of credit submitted in lieu of a performance and at bond will only be allowed for projects under \$100,000. Personal or business ble.		
1	Ī	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.				
1	l			RS' COMPENSATION INSURANCE: The apparent successful Vendor shall have workers' compensation insurance and shall provide proof thereof upon request.		
1	1		RANCE: Contrac	: The apparent successful Vendor shall furnish proof of the following insurance ct award:		
		]	1	Commercial General Liability Insurance:  or more.		
		]		<b>Builders Risk Insurance:</b> builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.		
		[	1			
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. <u>I</u>	LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
	for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- **26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

]	Such reports as the Agency and/or the Purchasing Division may request. Requested reports may
	include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract
	expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

#### DNR213068

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Division of Natural Resources, Kanawha State Forest to establish a contract for the one time purchase of ATV, trailer, drill, auger, excavator, pole pruner, chainsaws, plate compactor, bike handle trimmers, wood chipper, hedge trimmer, and backpack blowers. All items will have minimum one year warranty. This award may be split if it is in the best interest of the Division of Natural Resources.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means ATV, trailer, drill, auger, excavator, pole pruner, chainsaws, plate compactor, bike handle trimmers, wood chipper, hedge trimmer, and backpack blowers.
  - **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - **2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as DNR213068.

#### 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Items must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Kawasaki Mule 610 4X4, or equal
    - Minimum 400cc engine;
    - Maximum 56.6 inches width;
    - Minimum 400 pounds bed load capacity;
    - Must be four wheel drive;
    - Minimum 8 inches ground clearance;
    - Minimum hard roof, roll over cage; and
    - Must include a brush guard and minimum 2000 pounds winch to match vehicle.

#### DNR213068

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

#### 3.1.2 Cronkhite Model 2200 Trailer or equal

- Minimum 7,000 pounds payload capacity;
- Minimum 8,700 pounds GVWR pounds;
- Must have electric brakes:
- Minimum ST205/75R15 tire size;
- Minimum 73 inches X 14 feet deck size;
- Maximum 15 inches deck height;
- Maximum 2 5/16 inches hitch coupler; and
- Must haul compact excavator specified.

# 3.1.3 Two-Person Briggs & Stratton Powered Earth Auger Powerhead – 190cc, Model # 9800B Ardisam Earth Auger Bit, 8inches Diameter, Model # EA8F or equal

- Minimum 2 Person Auger Type;
- Minimum 190cc Engine Displacement;
- Minimum Rated Power 6.5 HP;
- 4-Cycle Engine Type;
- Maximum Auger Speed 121 RPM;
- Maximum Gear Ratio 30:1;
- Minimum Torque 203 ft./lbs.;
- Must be 8 in. Auger Bit Diameter; not more or less;
- Minimum 7/8 in. Auger Shaft Diameter; and
- Minimum 34 in. Auger Bit Length

#### 3.1.4 Bobcat Model 324 Compact Excavator or equal

- Diesel engine;
- Maximum governed 2500 RPM;
- Minimum 13.9 HP;
- Minimum 3500 pounds operating weight;
- Minimum 3,000 pounds weight class;
- Minimum 2.5 mph travel speed;
- Minimum 1700 pounds arm digging force;
- Minimum 3600 pounds bucket digging force;

#### DNR213068

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

- Minimum 1000 pounds rated lift capacity;
- Minimum 110 inches lift radius;
- Minimum 80 degrees left boom swing;
- Minimum 60 degrees right boom swing;
- Minimum 8 foot. digging depth;
- Minimum 8.5 foot dump height;
- Minimum 14 foot. Ground level reach;
- Minimum 6 gallon fuel tank;
- Minimum 7.5 GPM auxiliary standard flow;
- Minimum 3350 psi auxiliary pressure;
- Maximum 160 inches length;
- Maximum 160 inches overall length in travel position;
- Maximum 44 inches width;
- Maximum 90 inches height; and
- Maximum 90 inches height with operator cab.

#### 3.1.5 ECHO PPT- 280 Power Pruner or equal

- Minimum 25 cc displacement; and
- Maximum 20 pounds weight.

#### 3.1.6 ECHO CS600P with 20 inch bar, chain, and case or bag equal

- Minimum 55cc engine displacement; and
- Maximum 13 pounds weight.

#### 3.1.7 One (1) Multiquip Plate Compactor MVC64VH or equal

- Minimum 13.8 inches wide x 21.3 inches length;
- Minimum 2,275 pounds centrifugal force;
- Maximum 82 ft./min forward speed;
- Minimum 151 pounds weight without tank;
- Minimum 157 pounds with tank; and
- Minimum 2.9 gallons tank capacity.

#### DNR213068

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

#### 3.1.8 STIHL Professional Bike Handle Trimmers FS 130 or equal

- Minimum 36 cc displacement:
- Minimum 1.9 brake horse power engine; and
- Maximum 15 pounds weight: (without cutting attachment or deflector).

# 3.1.9 DR. Power Equipment 16.50 Pro Rapid Feed Wood Chipper with Extended Discharge Chute and Towing Package or equal

- Minimum 16.5Ft. pounds Torque:
- Minimum 4-1/2 inches chipping capacity;
- Minimum 22 1/2 inches length x 29 inches width hopper opening;
- Maximum 53 inches length;
- Maximum 54 1/2 inches height;
- Maximum 48 inches width;
- Maximum 400 pounds weight electric start;
- Minimum 16 1/2 inches diameter. 3/4 inch thick flywheel;
- Minimum 10-guage steel frame;
- Minimum 7-guage steel chipper chamber;
- Must have electric start;
- Minimum air filter dual element;
- Minimum 4 quart fuel capacity; and
  - Over the road kit:
    - o 2 inch ball coupler with safety chains
  - Tire and wheel assemblies:
    - o Minimum 4.80/400-8 ply tires; and
    - o Minimum 590 load capacity

#### 3.1.10 STIHL HS 46 C-E Hedge Trimmer or equal

- Minimum 21.4 cc displacement;
- Minimum 0.87 brake horse power engine; and
- Minimum 9.5 pounds weight.

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

#### 3.1.11 STIHL BR 420D Professional Backpack Blower or equal

- Minimum 56 cc displacement;
- Minimum 3.5 brake horse power engine;
- Maximum 20.5 pounds weight;
- · Maximum 55 ounces fuel capacity; and
- Minimum 880 m/h (518 cubic feet per minute) air volume.

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by including a price per Line Item that includes shipping fees and total cost of order. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### DNR213068

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, & Backpack Blowers

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Division of Natural Resources, Kanawha State Forest, Attn.: Ernie Adkins or Kevin Dials, 7500 Kanawha State Forest Drive, Charleston, WV 25314-9104.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, Backpack Blowers

#### **EXHIBIT A - PRICING PAGE**

ITEM NUMBER	QUANITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.	1	Kawasaki Mule 610 4x4, or EQUAL	\$10,836	\$10,836
2.	1	Cronkhite Model 2200 Trailer, or EQUAL	\$4.010	\$4,010
3.	1	Briggs & Stratton- Powered Earth Auger Powerhead 190cc, Model 9800B, or EQUAL		_\$4,010
4.	1	Bobcat Model 324 Compact Excavator, or EQUAL	\$20,381	\$20,381
5. 1		ECHO PPT- 280 Power Pruner , or EQUAL		
6.	2	ECHO Cs600P with 20 inch bar, chain, and case or Bag or EQUAL		
7.	1	Multiquip Plate Compactor MVC64VH, or EQUAL		
8.	2	STIHL Professional Bike Handle Trimmers FS 130, or EQUAL		
9.	1	DR. Power Equipment 16.50 Pro Rapid Feed Wood Chipper with extended discharge chute and Towing Package, or EQUAL		

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, Backpack Blowers

#### **EXHIBIT A - PRICING PAGE**

ITEM NUMBER	QUANITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.	1	STIHL HS 46 C-E Hedge Trimmer, or EQUAL		
11.	2	STIHL BR 550 Professional Backpack Blowers, or EQUAL		
			TOTAL	\$35,227

PLEASE NOTE: EACH LINE ITEM MUST INCLUDE THE COST OF FREIGHT TO KANAWHA STATE FOREST.

#### **DNR213068 - REQUEST FOR QUOTATION**

Kanawha State Forest ATV, Trailer, Drill, Auger, Excavator, Pole Pruner, Chainsaws, Plate Compactor, Bike Handle Trimmers, Wood Chipper, Hedge Trimmer, Backpack Blowers

#### **MANUFACTURER'S LIST**

ITEM NUMBER	EQUIPMENT	MANUFACTURER	MODEL
1.	Kawasaki Mule 610 4x4, or equal	bobcat	3400
2.	Cronkhite Model 2200 Trailer, or equal	Cronkhite	2200
3.	Two-Person Briggs & Stratton Powered Earth Auger Powerhead – 190cc, Model # 9800B Ardisam Earth Auger Bit, 8inches Diameter, Model # EA8F or equal		
4. Bobcat Model 324 Compact Excavator, or equal		Bobcat	324
5.	ECHO PPT- 280 Power Pruner, or equal		
6. ECHO Cs600P with 20 inch bar chain, and case or Bag or equ			
7.	Multiquip Plate Compactor MVC64VH, or equal		
8.	STIHL Professional Bike Handle Trimmers FS 130, or equal		
9.	DR. Power Equipment 6.50 Pro Rapid Feed Wood Chipper with extended discharge chute and Towing Package, or equal		
10.	STIHL HS 46 C-E Hedge Trimmer, or equal		
11.	STIHL BR 550 Professional Backpack Blowers, or equal		

#### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Bobcat of Ad	vantage Valley
(Company)	
IR Hulte	
(Authorized Signature)	
J.R. Hamilton, S (Representative Name, Title)	sales Specialist
304-776-9100	304-774-0285
(Phone Number)	(Fax Number)
3/11/13 (Date)	

Rev. 07/12

#### State of West Virginia

#### VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the data of this partition and the second seco
	ing the date of this certification; <b>or</b> , Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; <b>or</b> , Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; <b>or</b> ,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authorize the req	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Post-it® Fex Note

CoAlect

Phone #

Fax #

#675 P. 001/001

MAR.11.2013 08:21

7671 Date # of pages From JR Hamilton
Co.

Fox #

#4545 P.001 /001 31

REO No. DNRZ13068

STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibilion listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### **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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, fallure to maintain mandatory workers' compensation coverage, or fallure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoover, related to any vendor by blood, mardage, 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 mosts or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOCLOWING SIGNATURE:
Vendor's Name: Jefferdes Corporarion DBA Bober of Advantige VALLEY
Authorized Signature: Date: 3-11-13
State of West Virginia
County of Pinam, to-wit:
Taken, subscribed, and sworn to before me this 11 day of March, 2013
My Commission explices June 30
AFFIX SEAL HEREOFFICIAL SEAL NOTARY PUBLIC ALL Y. Patton

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Terri L. Patton
Jefferds Corporation
P O Box 757
St. Albans, WV 25177
My Commission Expires June 30, 2018

NEOD THE EAST OWNED DIGHTATURE

Purchasing Affidavit (Revised 07/01/2012)

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR213068

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

necessary revisions to my proposar, plans and/or specification, etc.											
Addendum Numbers Received: (Check the box next to each addendum received)											
[ ]	Addendum No. 1	[	]	Addendum No. 6							
[ ]	Addendum No. 2	[	]	Addendum No. 7							
[ ]	Addendum No. 3	[	]	Addendum No. 8							
[ ]	Addendum No. 4	[	]	Addendum No. 9							
[ ]	Addendum No. 5	[	]	Addendum No. 10							
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.											
Bobeat of Advantage Valley Company											
	Company										
	Je Hulte										
				Authorized Signature							
3/11/13											
Date											

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



# SEE WHO WINS GOING HEAD-TO-HEAD.

Bobcat





#### Scan this to see the Bobcat Advantage in action!

#### **QR Code Directions**

- Open a barcode scanner application on your smartphone
   (i.e. RedLaser for iPhone or Barcode Scanner for Android both free)
- Point your phone's camera at the code and scan
- · You'll be connected to a video right away

For the first time ever, you can see online how Bobcat® excavators compete with other brands. Visit www.BobcatAdvantage.com/compare1 to learn who comes out on top.



www.BobcatAdvantage.com/compare1

One Tough Animal.

# **Bobcat History**

#### **Pioneering Maneuverability:**

Bobcat introduced its first compact loader in 1958 and two years later, the world's first skid-steer loader. This created an entire industry of machines that put the power of large equipment in a compact size with unmatched maneuverability.





#### Offering More Versatility:

In 1970 Bobcat invented the first quick-change attachment system for skid-steer loaders known as the Bob-Tach™ mounting system. Today we offer more attachments than anyone in the world, empowering customers to transform all our machines into multi-task attachment carriers and reach higher levels of production.

One Tough Animal:

All over the world, Bobcat equipment is known for being durable and dependable. By lasting longer and minimizing downtime, we help our customers become as successful as possible.

Help When You Need It:

With 50 years of experience and more than 550 locations, we offer the best dealer network in the country for compact equipment. Our dealers offer a quality sales force, dependable parts departments and qualified service technicians, all leading to a quality customer experience.





Leader by Design:

Listening to the customer and a pioneering spirit are why Bobcat continues to lead the evolution of compact equipment...

1960 - Invented the FIRST true skid-steer loader.

Today - One out of every two skid-steers is a Bobcat loader.

- Invented the FIRST attachment mounting system for skid-steer loaders.

Today - Bobcat Company manufactures more attachments than anyone in the world.

1977 - Built the FIRST skid-steer with no chain adjustments required.

Today - Still a Bobcat exclusive.

1981 - The FIRST secondary restraint seat bar is introduced.

Today - Bobcat is the only company that offers operator training kits for compact equipment.

1983 - The FIRST skid-steer with a transversely mounted engine.

Today - Still a Bobcat exclusive.

1990 - Introduced the FIRST compact excavator manufactured in the U.S.

Today - Still the only compact excavator manufactured in the U.S.

Introduced the FIRST compact track loader with a solid-mounted undercarriage manufactured in the U.S.

One out of every two compact track machines is a Bobcat.

2001 - Invented the FIRST loader with all-wheel steer and skid-steer capabilities.

Today - Still a Bobcat exclusive.

2003 - Revolutionized the way the world works with the invention of the Toolcat™ line, the world's FIRST utility work machines – a cross between a pickup, attachment carrier and utility vehicle.

Today - The Toolcat utility work machine-still the only one of its kind.

2006 - Introduced the FIRST utility vehicle with RapidLink Attachment System.

2007 - Bobcat launches its new line of compact tractors.

2008 - Roller Suspension, the FIRST all-steel suspension system, is introduced.

2009 - Released M-Series compact excavators and loaders.

#### A Constant Innovator:

In the late 1950s, a turkey farmer needed help - so in 1958 we introduced what was to become the world's first skid-steer loader. We created an industry by listening to the needs of the customer. This focus is the same today. In 2000, a superintendent needed help - so we built the world's first Toolcat utility work machine. We continue to be a global leader in innovation by listening to our customers.











1960

1970

2006

2007

1986

2008

2009

CAT TIMELII

# The leader in versatility and maneuverability.



**Attachments** 



**Skid-Steer Loaders** 



**Compact Track Loaders** 



All-Wheel Steer Loader



**Compact Excavators** 



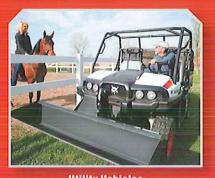
Mini Track Loaders



VersaHandler® Telescopic Tool Carriers



Toolcat" Utility Work Machines



**Utility Vehicles** 



**Compact Tractors** 



# **Get Bobcat Gear!**

Find cool Bobcat® gear and accessories by visiting your local Bobcat dealer or www.BobcatStore.com













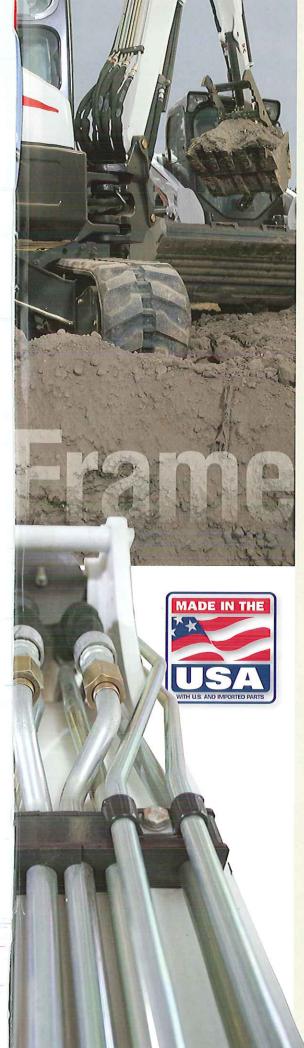


E35	E42	E45	E50	E55	E60	E80
Zero Tail	Conventional Tail	Zero Tail	Minimail Tail	Conventional Tail	Minimal Tail	Minimal Tail
	16.9' (429)	-	0.6" (16)	13.4" (340)	4.4" (112)	5.8" (147)
7468 (3387)	9246 (4194)	10077 (4571)	10677 (4843)	12478 (5660)	13556 (6149)	18689 (8477)
10' 3" (3.1)	10' 6" (3.2)	10' 10" (3.3)	11' 7" (3.5)	12' 11" (3.9)	13' 7" (4.1)	15' 6" (4.7)
17' 2" (5230)	17' 3" (5259)	18' 7" (5670)	19' 6" (5939)	19' 11" (6071)	21' 4" (6502)	24' 5" (7480)
11' (3340)	12' 3" (3725)	11' 11" (3637)	12' 9" (3877)	13' 7" (4132)	13' 6" (4125)	16' 8" (5085)
69" (1750)	69" (1750)	77.2" (1960)	77.2" (1960)	77.2" (1960)	78" (1980)	91" (2300)
4.2 (28.9)	4.3 (29.8)	3.7 (25.7)	3.9 (27.2)	4.1 (28.5)	5.1 (35.2)	5.7 (39.0)
12.6" (320)	13.8" (350)	15.7" (400)	15.7" (400)	15.7" (400)	15.7" (400)	17.7" (450)
4721 (21000)	5778 (25700)	5776 (25700)	6452 (28700)	5868 (26100)	5152 (22916)	7659 (34068)
7081 (31500)	9105 (40500)	8048 (35800)	9442 (42000)	9442 (42000)	9117 (40552)	12280 (54623)
2866 (1300)	4603 (2088)	5131 (2328)	6034 (2737)	4999 (2268)	5908 (2680)	9325 (4230)
1.6/2.9 (2.6/4.7)	1.6 / 2.9 (2.6 / 4.7)	1.5 / 2.6 (2.4 / 4.2)	1.9 / 3.1 (3.1 / 5.0)	1.9/3.1 (3.1/5.0)	1.3 (2.1) / 2.4 (3.9)	1.8 (2.9) / 2.9 (4.7)
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11' 3' (3.4)	11' 6" (3.5)	11' 10" (3.6)	12' 11" (3.9)	-		
18' 1" (5520) 11' 7" (3521)	18' 3" (5551) 12' 10" (3907)	19' 7" (5964) 12' 6" (3819)	20' 9" (6333) 13' 7" (4132)		-	
11 / (3021)	12 10 (3307)	12 0 (0019)	10 / (4104)	<u></u>	<u> </u>	<del>-</del>
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12' 11" (3932)		19/	•	-	5 <del>2</del> 1	-
19' 9' (6013)		•	•	**************************************	*	
12' 6" (3806)	8		(d)	ā	(R)	ā
nt Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant
33.3 (24.8)	41.8 (31.2)	41.8 (31.2)	48.8 (36.4)	48.8 (36.4)	52.3 (39)	57.0 (42.5)
Diesel	Diesel	Diesel	Turbo Diesel	Turbo Diesel	Diesel	Diesel
14 (53.1)	21 (79)	21 (79)	21 (79)	21 (79)	20.6 (78)	29 (110)
Std	Std	Std	Std	Std	-	
Std	Std	Std	Std	Std	9	8
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Opt	Opt	Opt	Opt	Opt	<u> </u>	2
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Std	Std	Std	Std	Std	Std	Std
Std	Std	Std	Std	Std		-
Opt						
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Std	Std	Std	Std	Std	Std	Std
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Specifications Compact Excavators				
Excavator	418	324	E26	E32
Tail Swing Type	Zero Tail	Conventional Tail	Minimal Tail	Conventional Tail
- Tail Swing Overhang - in. (mm) Weight - Ib. (kg)	2593 (1176)	15.3" (389) 3428 (1555)	0.8" (20) 5660 (2570)	14.4" (366) 7183 (3258)
Dig Depth - ft. in. (m)	6' (1.8)	8' 6" (2.6)	8' 6" (2.6)	10' 3" (3.1)
Reach @ Ground Level - ft. in. (mm)	10' 2" (3093)	14' (4276)	15' 4" (4678)	16' 4" (4980)
Dump Height Clearance - ft. in. (mm) Width - in. (mm)	6' (1818) 28" - 43" (710 - 1100)	8' 8" (2656) 39" - 54" (980 - 1363)	9' 10" (3007) 60" (1515)	11' (3340) 60" (1518)
Ground Pressure - psi (kPa)	4.3 (29.7)	4.2 (28.6)	3.7 (25.6)	4.3 (29.6)
- Standard Track Width - in. (mm)	7.1" (180)	9.1" (230)	11.8° (300)	12.6" (320)
Performance				mess and the service said
Arm Breakout Force - Ibf. (N) Bucket Breakout Force - Ibf. (N)	1248 (5550) 1865 (8294)	1778 (7909) 3620 (16102)	3552 (15800) 4991 (22200)	4721 (21000) 7081 (31500)
Rated Lift Capacity - Ib. (kg)				
(over blade, ground level, 10' (3m) reach) Travel Speed: Low / High - mph (km/hr.)	527 (239)	1032 (468)	1997 (906)	2537 (1151)
Long Arm Option Perfomance	1.3 / 1.7 (2.1 / 2.8)	1.5 / 2.5 (2.5 / 4.0)	1.5 / 2.8 (2.4 / 4.5)	1.6 / 2.9 (2.6 / 4.7)
Tail Swing Type / Overhang - in. (mm)			Minimal - 3.6" (90)	Conv 17.9" (455)
Weight (w/long arm & counterweight) - lb. (kg) Dig Depth - ft. in. (m)	21		6091 (2763) 9' 6" (2890)	7858 (3564) 11' 3" (3.4)
Reach @ Ground Level - ft. in. (mm)	***************************************		15' 11" (4850)	17' 4" (5270)
Dump Height Clearance - ft. in. (mm)  Extendable Arm Option Perfomance		<b>28</b> 7	10' 6" (3209)	11' 7" (3521)
Tail Swing Type / Overhang - in. (mm)	<b>.</b>	:=		Conv 17.9" (455)
Weight (w/Ext. Arm & counterweight) - lb. (kg)				8089 (3669)
Dig Depth - ft. in. (m) Reach @ Ground Level - ft. in. (mm)			*	12' 11" (3932) 18' 11" (5762)
Dump Height Clearance - ft. in. (mm)			-	12' 6" (3806)
Engine	Tier IV Compliant	Tier IV Compliant	Int Tier IV Compliant	Int Tier IV Compliant
Horsepower - hp (kW)	10.2 (7.6)	13.9 (10.4)	27.0 (20.1)	33.3 (24.8)
Engine Type	Diesel	Diesel	Diesel	Diesel
Fuel Tank Capacity - gal. (L) Engine Shutdown Protection Feature	4.2 (16)	6.3 (23.7)	9.1 (34.6) Std	14 (53.1) Std
Battery Run-down Protection	*	-	Std	Std
Hydraulics		410		
Piston Pump		Yes	Yes	Yes
Load Sensing Pump Closed Center Valve	-	•		Yes Yes
Machine Features & Options				
Angle Blade	-	(#)	•	-
Auto-Idle Throttle Auto-Shift Travel System			Std Std	Std Std
Automatic Slew Brake			Std	Std
Blade Float	-		Std	Std
Cab (radio ready) with Heat Cab (radio ready) with Heat and A/C		Opt	Opt	Opt Opt
Control Pattern Selector	Std	Std	Std	Std
Deluxe Cloth Seat	÷	i e	Opt	Opt
Fingertip Boom Swing Control Fold Down TOPS	Std		Std	Std
Fuel Fill Alert	-		Std	Std
In-Track Swing Frame	Std	Std	Std	Std
Keyless Start System Retractable Undercarriage	Std	Std	Opt	Opt
Steel Tracks	otu -	- Ju		Opt
- Bolt On Street Pads	-	-		Opt
Features for Attachments	2-			
X-Change® attachment quick-tatch system		358	Std	Std
Hydraulic X-Change® quick-tatch system Auxiliary Hydraulics with Quick Couplers	Std	- Std	Std	Opt Std
Auxiliary Hydraulic Flow - gpm (L/min.)	5.3 (20)	7.9 (30)	12.5 (47.2)	16.9 (63.9)
Auxiliary Hydraulic Pressure - psi (Bar)	2756 (190)	3350 (230)	2610 (180)	2987 (206)
Hydraulic Clamp Fingertip Auxiliary Control	•	Opt	Opt Std	Opt Std
Dual Direction Detent			Std	Std
Secondary Auxiliary Hydraulics	<u>\$</u>	*	Opt	Opt

Opt Std

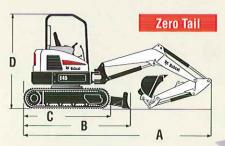
Secondary Auxiliary Hydraulics Selectable Auxiliary Flow

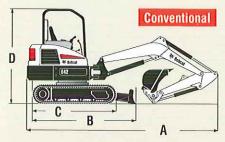














TRAINING RESOURCES
Train operators and technicians in the safe operation and servicing of Bobcat equipment. Operator training courses, safety videos and other training materials are available at your Bobcat dealer's parts department or online at www.bobcat.com/training

#### **Transport & Access Dimensions**

	418	324	E26	E32	E35	E42	E45	E50	E55	E60	E80
A - Overall Length	110 in.	154 in.	170 in.	184 in.	190 in.	200 in.	211 in.	219 in.	204 in.	221 in.	243 in.
	(2793 mm)	(3904 mm)	(4326 mm)	(4662 mm)	(4820 mm)	(5080 mm)	(5353 mm)	(5555 mm)	(5174 mm)	(5602 mm)	(6167 mm)
B - Track Length	64 in.	80 in.	77 in.	100 in.	102 in.	110 in.	120 in.	120 in.	120 in.	121 in.	131 in.
w/ Blade	(1627 mm)	(2019 mm)	(1965 mm)	(2527 mm)	(2579 mm)	(2780 mm)	(3048 mm)	(3049 mm)	(3049 mm)	(3073 mm)	(3327 mm)
C - Track Length	50.4 in.	58 in.	61 in.	77 in.	81 in.	90 in.	99 in.	99 in.	99 in.	100 in.	111 in.
	(1280 mm)	(1472 mm)	(1543 mm)	(1964 mm)	(2068 mm)	(2276 mm)	(2523 mm)	(2523 mm)	(2523 mm)	(2538 mm)	(2823 mm)
D - Cab Height	87 in.	85.5 in.	94.9 in.	95.6 in.	95.6 in.	98.7 in.	99.7 in.	99.7 in.	99.7 in.	100.4 in.	103.9 in.
	(2209 mm)	(2171 mm)	(2412 mm)	(2429 mm)	(2429 mm)	(2506 mm)	(2532 mm)	(2532 mm)	(2532 mm)	(2550 mm)	(2638 mm)
Width	28-43 in.	39-54 in.	60 in.	60 in.	69 in.	69 in.	77.2 in.	77.2 in.	77.2 in.	78 in.	91 in.
	(710-1100 mm)	(980-1360 mm)	(1515 mm)	(1518 mm)	(1750 mm)	(1750 mm)	(1960 mm)	(1960 mm)	(1960 mm)	(1980 mm)	(2300 mm)

## **Uptime Protection**

No other manufacturer provides so many job-proven features to give you more uptime in the field. Standard features such as machine shutdown, battery rundown protection, on-board diagnostics and sealed connectors all help you stay on the job longer.

MACHINE SHUTDOWN
PROTECTION The majority of
Bobcat® excavators come standard
with automatic shutdown that monitors engine parameters and hydraulic
functions. The system alerts the operator and actually shuts the machine down
— lessening the chance of damage to the
engine or hydraulic components.

**DIAGNOSTICS** Bobcat provides on-board diagnostics to efficiently troubleshoot problems in the field or prevent them before they occur – reducing downtime for you.

AUTOMATIC GLOW PLUGS Bobcat uses automatic glow plugs to warm the fuel mixture within the engine when it is started at a cooler temperature. This leads to easier starts and longer life for the engine and starter.



KEYLESS START Reduce the risk of loss due to theft or unauthorized use by equipping your excavator with the optional keyless start.

#### **BATTERY RUN-DOWN PROTECTION**

The lighting circuit automatically shuts down to prevent accidental battery discharge when lights are left on after the work is done.

electronics aren't just durable; they meet or exceed military IP67 requirements for sealing, moisture, shock and vibration. All the controls and electrical systems are engineered with more watertight, corrosion-resistant connectors than other manufacturers.



SIMPLE MACHINE TIE-DOWN Secure your load quickly, without searching for hard-to-reach tie-downs. Get on and off the jobsite faster.

**EXTENDED SERVICE INTERVALS** The E60 and E80 excavators have 250-hour greasing intervals, thanks to polymer shims and the design of the bushings at the boom, arm and bucket locations.

#### **AUTOMATIC SLEW BRAKES**

The M-Series excavators feature automatic slew brakes – so you can have infinite brake positioning. This makes it easier to load and position the machine on a trailer.







FUEL FILL ALERT
An audible alarm
beeps faster as the
fuel tank approaches
its capacity, taking
the guesswork out
of refueling.

BETTER HOSES, BETTER ROUTING

Bobcat steel hydraulic lines offer better protection than rubber hoses. They're routed through the lower portion of the boom swing casting and tucked securely into the top area of the boom structure, preventing costly damage and protecting component life.



Conventional house or zero tail swing? Long arm or standard power arm? A lightweight model or a heavy-duty machine? There are many things to consider when choosing an excavator. No matter what features you're looking for, Bobcat has you covered.

## a Model

#### STANDARD ARM

The standard power arm gives you maximum breakout force and lifting ability.

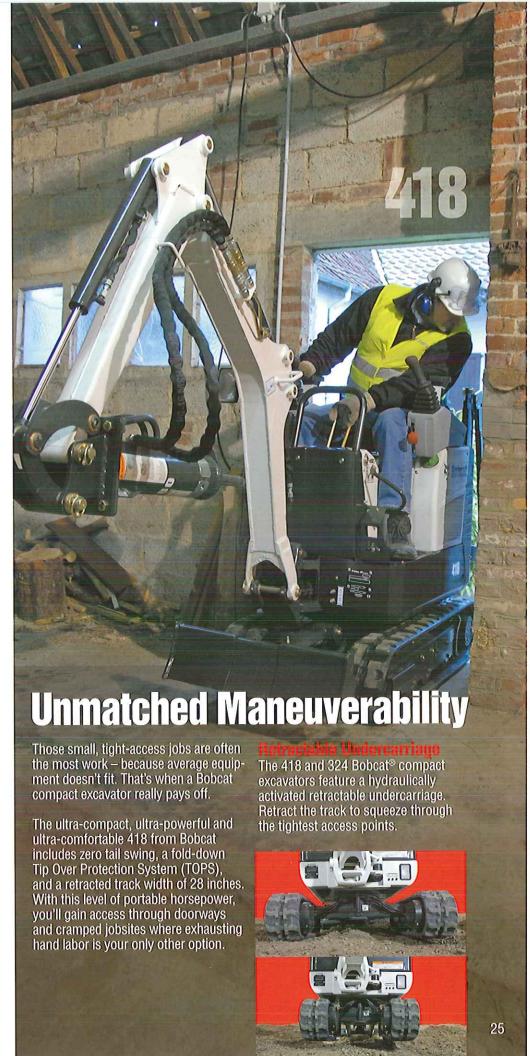
#### **LONG ARM**

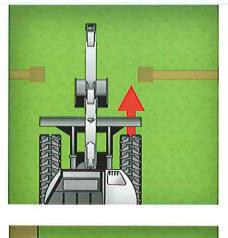
If you need more reach and dig depth to avoid machine repositioning or to make loading trucks faster and easier, equip your machine with the optional long arm (available on certain models).

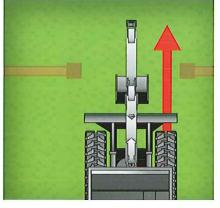
#### **EXTENDABLE ARM**

The extendable arm option gives you the best of both worlds. Get power and lifting performance when it's retracted. Telescope the arm to extend the machine's dig depth and reach without repositioning. It's the only extendable arm that's clamp-compatible.









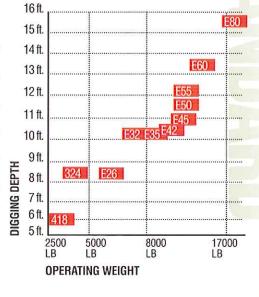
A zero tail swing (ZTS) and minimal tail swing excavators are generally a little wider than a conventional swing excavator. Consider conventional if your biggest obstacle is gaining access through a gate or maneuvering into a crowded backyard.



A ZTS or minimal tail swing excavator gives you more unrestricted rotation and provides greater flexibility if you are constantly working close to objects or against a wall.

Robcat
covers a wide
range of digging
depths for a wide
range of job possibilities:
from six feet to more
than 15 feet!

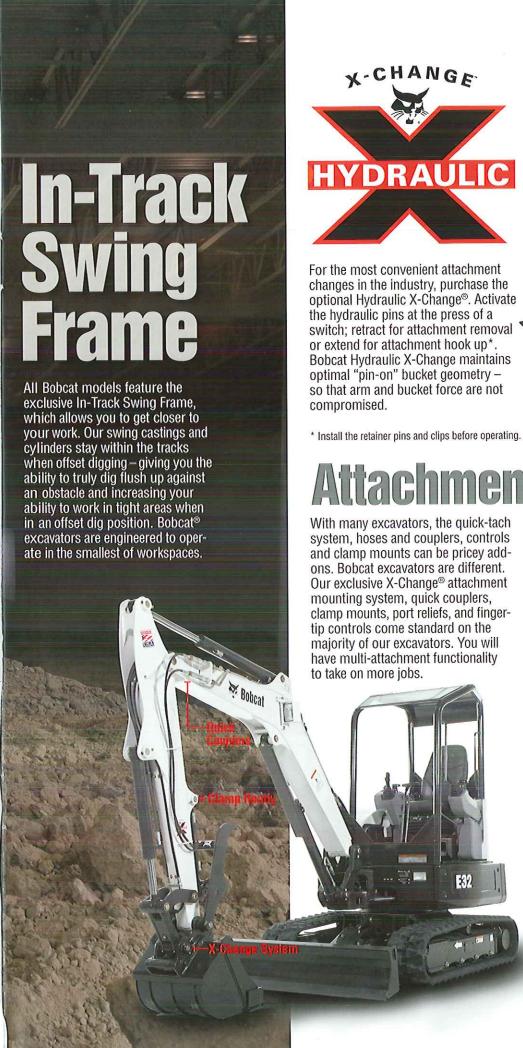
24



**Bobcat** 









### **Attachments Now**

**Fingertip Controls** 

The auxiliary hydraulic controls are at your fingertips, providing precision control and low-fatigue operation. Variable flow allows you to control the attachment speed and precisely move a clamp. Detent provides continuous flow for attachments such as augers and plate compactors.



#### Selectable Auxiliary 3 2 1 Hydraulic Flow

Selectable Auxiliary Hydraulic Flow M-Series excavators allow you to quickly select an auxiliary flow rate that best matches a particular attachment. Low flow provides precise control of the PowerTilt® and Hydra-Tilt™ accessories. Medium flow is perfect for the Clamp attachment. Maximum flow is best for breakers, augers and compactors.

**Quick Couplers** 

Auxiliary quick couplers are conveniently located on the boom, out of the trench and out of harm's way.

Clamp Ready

There's no welding to add a clamp. Mounts are integrated into the dipper arm for maximum durability.





Super Deluxe Seat
Standard on the E60 and
E80 excavators, this seat
offers suspension, lumbar
support and limitless
adaptability for every
operator. Adjust the seat
and angle or position the
joysticks exactly where
you need them.

Bobcat pays as much attention to operator comfort as it does to digging performance. How does Bobcat provide superior comfort levels to other machines? We start by giving you the most cab space in the industry. In general, we provide 20% more interior cab volume than other brands. Whether you have size 13 or size 8 boots, you'll notice considerably more room for your entire body.

Bobcat has the largest cab entry/exit room in the market. We also provide a king-sized adjustable suspension seat for ultimate comfort during long hours of operation. Adjustable arm rests and fold-up pedals give you flexibility and room for comfortable operation, and lockable storage keeps your personal items secure and out of the way.

With quiet engines, solid, innovative construction and materials that absorb sound, Bobcat excavators make the job more enjoyable. M-Series excavators



also feature Auto Idle, which makes jobsite communications easier.

An in-cab pattern selector allows you to change from an "excavator" to a "backhoe" control pattern from the seat of the cab – no keys required.

Ergonomic travel levers allow for one-hand travel control, making travel easier and more intuitive, adding maneuverability and saving you time.

Features such as strategically positioned heat and air-conditioning vents direct air flow where you need it most. Other elements such as radio-ready cabs and fingertip-controlled auxiliary hydraulics all add up to increased operator comfort.

Bobcat believes that there is a direct relationship between operator comfort and productivity. If you can comfortably stay in the seat longer, you will be able to get more work done.



- A Sliding Side Windows (w/cab)
- **B** Rotary Throttle Control
- C Cup Holder
- **D** Blade Control
- **E** Instrumentation
- F 12-Volt Accessory Port
- G Soft Touch Joysticks with Fingertip-Controlled Auxiliary Hydraulics
- H Heat/Air Conditioning (optional)
- Retractable Seat Belt
- J Adjustable Suspension Seat
- K Adjustable Arm Rests
- L Fingertip Boom Swing Control
- M Ergonomic Travel Levers
- N Fold-Up Travel Pedals
- O Control Pattern Selector
- P AM/FM/MP3 Radio (optional)
- Q Portal Window
- R Deluxe Cloth Seat (optional)





## Panoramic Serviceability

Bobcat makes it easy to find and reach your engine checkpoints – so daily maintenance actually gets done every day. Comparing our service access to other excavators is like comparing a 60-inch plasma to a 15-inch black-and-white TV. The swing-open tailgate and side access hood provide excellent access to the engine and pump package, valve bank, cooling system and associated plumbing. A centralized grease bank makes easy work of

lubricating the slew bearing, slew pinion and swing cylinder. Track tensioning is performed via an easy-to-reach, well-protected grease cylinder fitting. On most M-Series excavators, a multi-groove auto-tensioning belt requires no adjustment — minimizing maintenance requirements. What does panoramic serviceability mean? Preventative maintenance gets completed, reducing operating costs and improving your bottom line.



Time is money. Routine maintenance is an important factor in controlling operating costs. With Bobcat® excavators, filters, fluid, and daily maintenance checkpoints are right at your fingertips.



The cooling cores can be separated for quick, easy cleaning of the radiator.

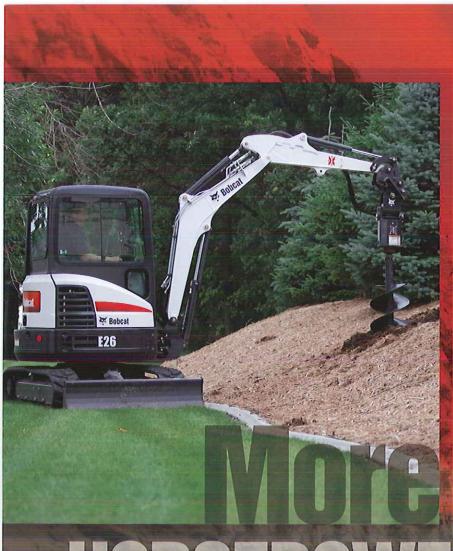




## Blade Float The blade float simplifies grading, leveling and backfilling. Smoothly finish your work with minimal operator input. Simple, low-effort fingertip controls position your angle blade. Use the thumb switch to move the angle left and right. Just push the lever completely forward to engage the blade float. 15







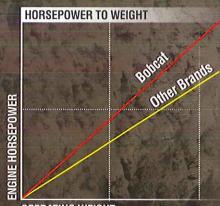
# HORSEPOWER

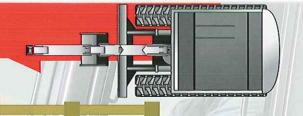
When you purchase your trucks, do you purchase the smallest horsepower engine available? The same reason you demand more horsepower in your trucks is the same reason you should demand it in your compact excavators: more power means more performance under load.

We pack in more horsepower than other manufacturers – producing excavators with superior performance under load as well as improved compound use of multiple functions. This loaded performance is easily measured in increased slew torque, faster cycle times and maximum auxiliary hydraulic performance. The end result is more work per hour in the toughest conditions and increased attachment performance.

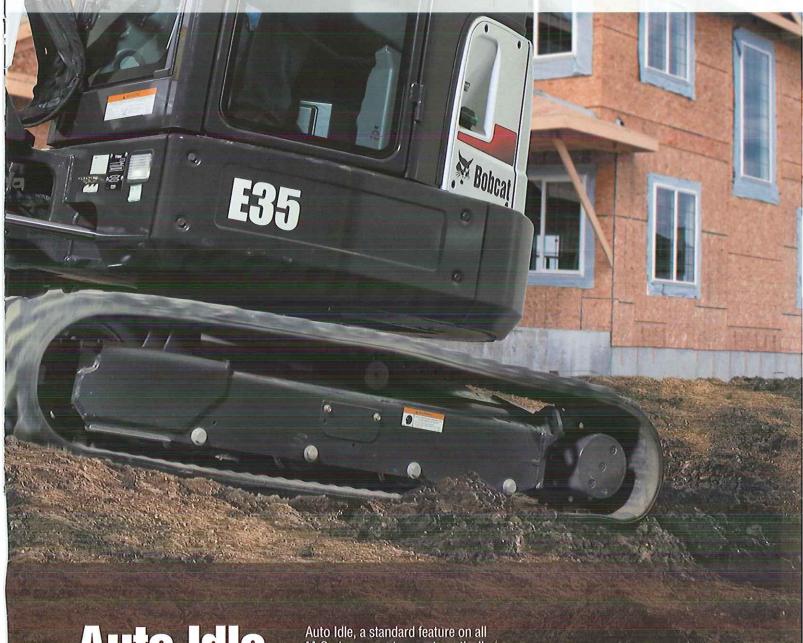
### More horsepower Lighter machine.

Bobcat® excavators have more engine horsepower than other brands of the same size, which means pound for pound, you'll get better digging performance than competitive machines.





Bobcat Auto Shift automatically downshifts into low range in situations such as turning, pushing or maneuvering. When the load decreases, the excavator automatically shifts back into high range.



## **Auto Idle**

The quieter and more efficient the machine, the more productive you can be. Jobsite communications become simple, noise ordinances are easier to meet – and you can work longer without stopping to refuel.

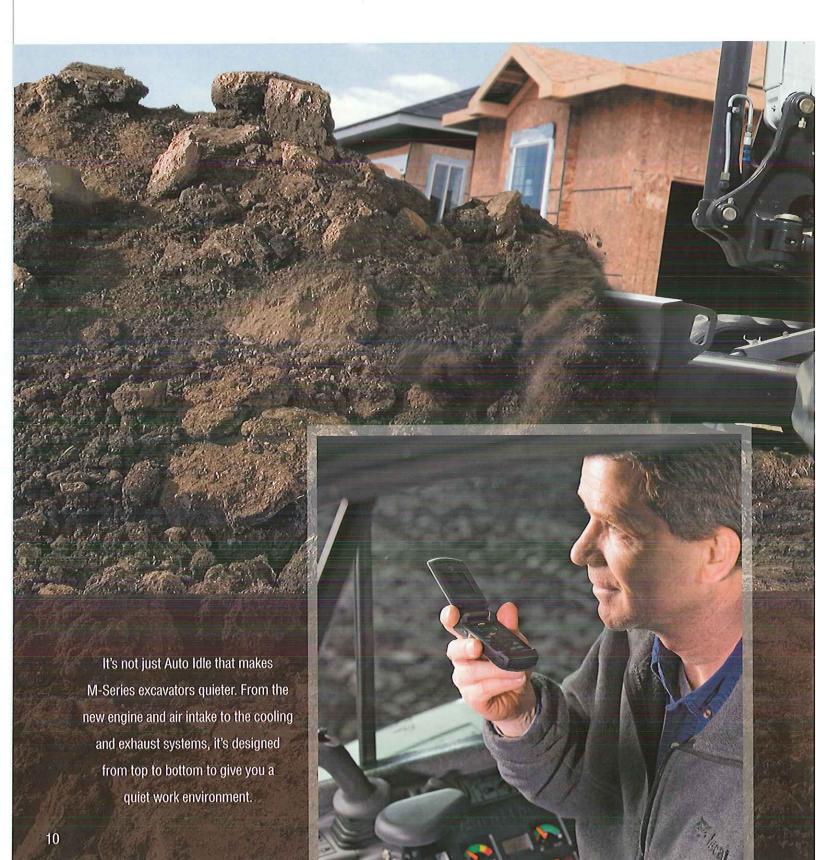
Auto Idle, a standard feature on all M-Series excavators, automatically idles the engine when machine functions are not used for four seconds – which lowers the noise considerably, improves jobsite communications and saves fuel. When you move the joystick controls or initiate travel, the excavator automatically returns to the previously set throttle position.

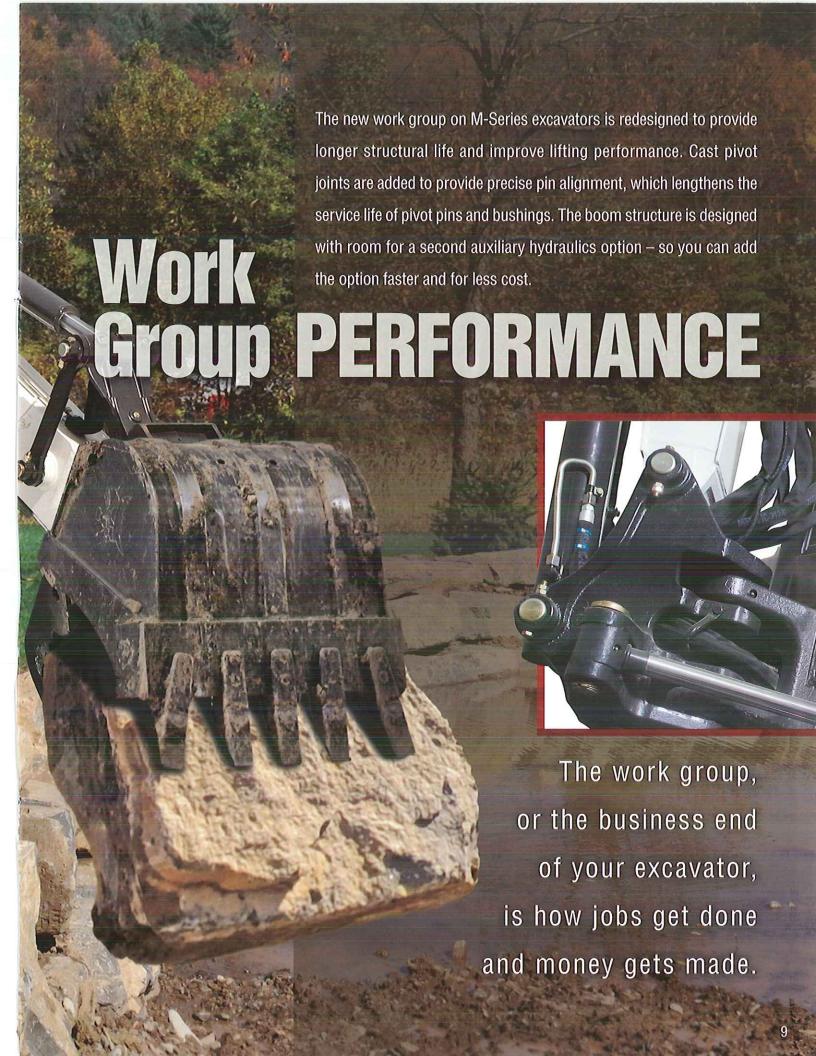
www.bobcat.com/newmx

## **Auto Shift**

Auto-Shift travel, a feature of the E26 - E55 compact excavators, shifts the machine out of high range and back automatically, offering superb travel performance without having to manually downshift. Auto Shift

increases travel performance on demand – so you don't have to do anything but manage the direction and speed. A directional lug track also provides a smoother ride and less vibration when traveling.

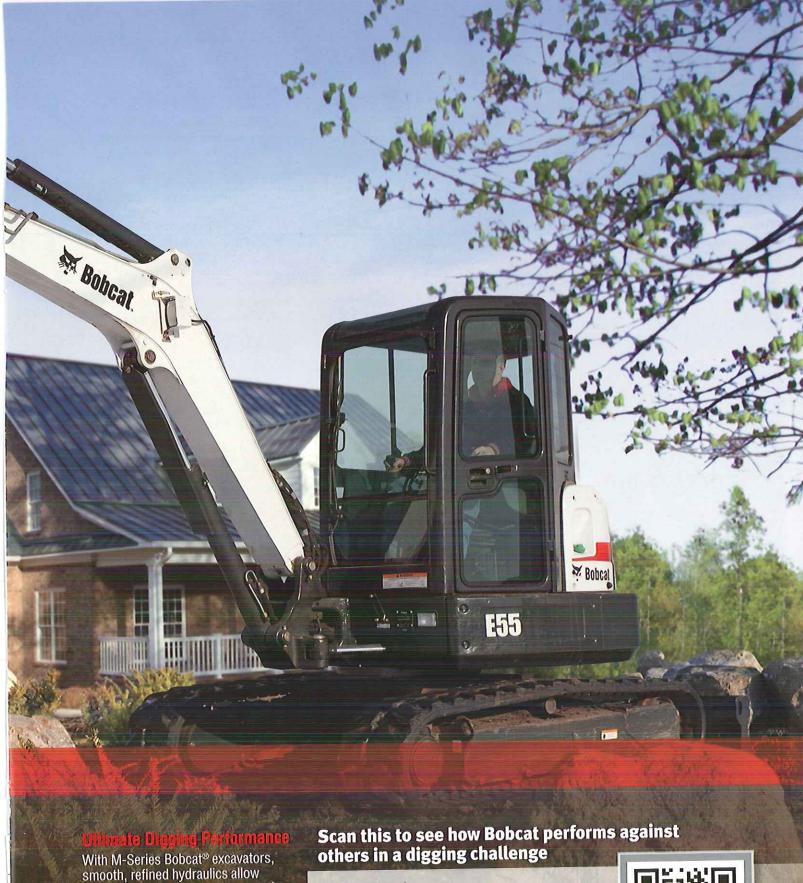






## aulic Bobcat Bobcat 155 High-efficiency, torque-limiting piston pumps match force to demand, delivering more usable power by continuously responding to loads. The workgroup maintains exceptional arm and bucket forces in tough conditions. Other brands claim they are smooth but are often just slow. Bobcat excavators are both smooth flow to all functions. This delivers smooth operation without sacrificing cycle times. and fast, so you can get your work done more quickly. With cushioned cylinders, Bobcat-exclusive control valve systems deliver consistent oil



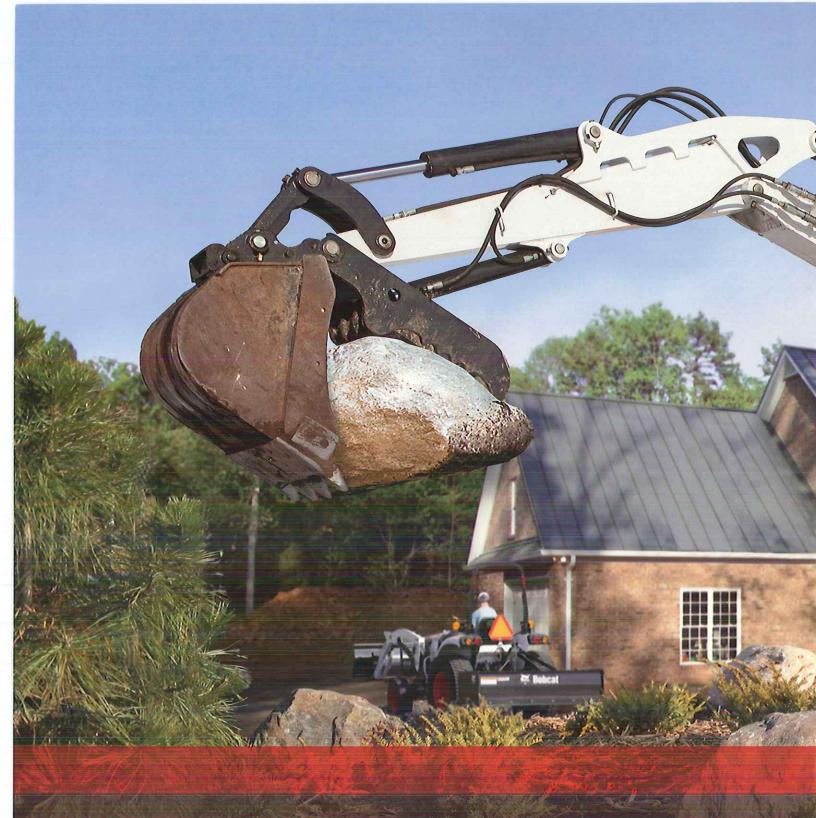


With M-Series Bobcat® excavators, smooth, refined hydraulics allow you to dig your way out of extremely tough jobs. A new load-sensing piston pump and closed center valve systems deliver exceptional metering for smooth control of machine functions. Cushioned work group cylinders provide a smooth end-of-stroke while working.

#### **QR Code Directions**

- Open a barcode scanner application on your smartphone (i.e. RedLaser for iPhone or Barcode Scanner for Android – both free)
- Point your phone's camera at the code and scan
- · You'll be connected to a video right away





**Get M-Powered.** Bobcat took its best-in-class performance and made it better. New M-Series excavators are completely redesigned to deliver stronger performance in a lighter machine. This evolution puts operators and owners in charge of labor-saving, profit-producing features that take production to the next level.

#### M-Series Excavators Provide

- Smooth, quiet and efficient operation
- · Reduced overall machine weight
- Tremendous digging and lifting performance
- Impressive tractive performance when maneuvering
- · Enhanced travel performance
- Low fuel consumption
- · Productivity-boosting operator comfort

Don't let their small size fool you; compact excavators are powerful digging machines with advanced hydraulic systems that can often outperform larger tractor loader backhoes, which are limited to only 180 degrees of workgroup movement. The house on a Bobcat® compact excavator can continuously rotate 360 degrees.

This allows for enhanced spoil placement and superior visibility as well as reduced repositioning for work in tighter spaces. A tracked undercarriage gives you additional benefits like superior flotation compared to a wheeled machine. Also, compact excavators use less fuel and can be hauled with lighter, more fuel-efficient trucks, keeping your hourly costs down.

The Only One

Bobcat is the only company

that manufactures compact excavators in the United States. This means better dealer support, better parts availability and better manufacturer's support as well as overall quality.



#### **Tracks Perform Better**

The tracked undercarriage on compact excavators greatly reduces ground pressure when working on sensitive and soft surfaces that would stop or prevent a tractor loader backhoe. Not only that, there's less need to disturb soil by repositioning the machine. That means less rework or repair – and more productivity. Finally, you'll save on downtime because of flat tires and tire changes.

#### **Better Fuel Economy**

Compact excavators offer better fuel economy without sacrificing performance. Smaller displacement engines, designed and balanced to meet performance demands, reduce input costs while boosting productivity – consuming up to 40% less fuel in an 8-hour workday.

#### **Low Cost**

The initial cost of a compact excavator is low compared to larger equipment. For a fraction of the cost, you can do similar tasks, and many more, in tighter working conditions. You can usually haul the compact excavator with a lighter, more fuel-efficient truck, which keeps hourly costs down even more.

# Why a compact excavator?



#### **Greater Flexibility**

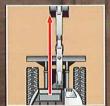
is what you get when working next to objects. In this situation, a tractor loader backhoe may be limited to only 45 degrees of workgroup movement. The excavator excels at the same situation by having up to 180 degrees of movement – allowing you to place spoil where you need to, or even load a truck behind the machine.





#### **Independent Boom Swing**

provides offset digging capabilities, enabling you to dig square holes, or on each side of a buried utility, without repositioning the machine. Try that without repositioning your backhoe.





Operator Offset on a compact excavator positions the operator to the side of the boom for an unobstructed view of the attachment. On a tractor loader backhoe, you have to lean around the boom to see the attachment.

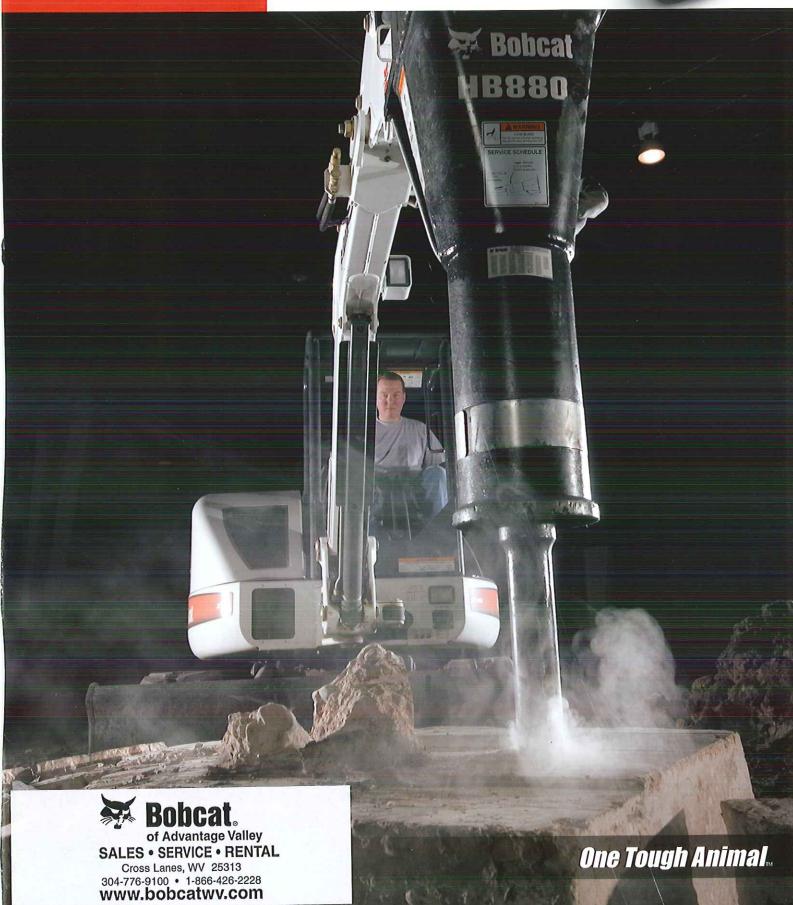






### **Attachments for Excavators**





#### **BOBCAT® ATTACHMENTS FOR EXCAVATORS**

FOR 323, 325, 329, 331, 331E\*, 335, 337, 425, 430, 435 BOBCAT EXCAVATORS

#### **AUGER**





Whether it's holes for fence posts or trees, there are three models of the Bobcat auger attachment to fit your Bobcat excavator.

Model	10	15C	15H	30C	30H
Operating weight (less bit)	264 lb.	313 lb.	310 lb.	332 lb.	329 lb.
Digging depth (without extensions)	58 in.	62 in.	63 in.	62 in.	65 in.
Torque	Low	Med.	Med.	High	High
Speed	High	Med.	Med.	Low	Low

FOR 323, 325, 329, 331, 331E\*, 335, 337, 418, 425, 430, 435, 442 BOBCAT EXCAVATORS

#### **BREAKER**



As many as four different hydraulic breakers, depending on excavator model, deliver from 60 to 1000 foot-pounds of impact energy for demolition projects.



Model	HB280	HB680	HB880	HB980	HB1180	HB1380	HB2380
Impact Energy Class	60 ftlb.	150 ftlb.	300 ftlb.	500 ftlb.	750 ftlb.	850 ftlb.	1000 ftlb.
CIMA Tool Energy Rating	59 ftlb.	143 ftlb.	208 ftlb.	281 ftlb.	384 ftlb.	515 ftlb.	700 ftlb.
Blows per Minute	1290@ 6 pm	1340@ 13gpm	1310@ 17gpm	1450@ 21 gpm	1280 @ 26 gpm	1230@ 31.7 gpm	910@ 33gpm
Flow Requirements	3.4-6.1 gpm	7-13 gpm	8-17 gpm	13-21 gpm	15-26 gpm	17-31.7 gpm	19.8-33 gpm

FOR 325, 329, 331, 335, 337, 425, 430, 435 BOBCAT EXCAVATORS

#### **GRAPPLE**



This tool makes easy work of handling bulky material such as brush, logs, and landscaping stones. (Two sizes available.)

Model	325-430	337-435
Operating weight	200 lb.	225 lb.
Grapple width	20.5 in.	20.5 in.
Tine radius	27 in.	33 in.
Tine thickness	.75 in.	.75 in.

331, 331E, 335, 337, 430, 435 BOBCAT EXCAVATORS

#### GRAPPLE, ROTATING



The grapple operates with wrist-like flexibility for cleanup, demolition, placing landscape rock, moving felled trees or digging square holes. Available with a dirt bucket or boulder bucket.

Model	30	40
Operating weight		
Dirt Bucket	484 lb.	605 lb.
Boulder Bucket	483 lb.	584 lb.
Length-bucket open	44.2 in.	56.0 in.
Width	18.5 in.	22.4 in.
Height	35.7 in.	36.9 in.

FOR 325, 329, 331, 331E\*, 335, 337, 425, 430, 435 BOBCAT EXCAVATORS

#### **HYDRA-TILT**



Create slopes, cut or clean drainage ditches, grade, contour and do much more with hydra-tilt and bucket. Uses a hydraulic cylinder to angle the bucket 60° side-to-side, reducing the need to move the entire machine.

	Hydra-Tilt
Operating weight	250 lb.
Width	17.5 in.
Length	31 in.
Side-to-side rotation	60°
Output torque	
@ 3000 PSI	3,210 ftlb.

FOR 325, 329, 331, 331E\*, 335, 337, 425, 430, 435 BOBCAT EXCAVATORS

#### PACKER WHEEL



The open rim sheep-foot design utilizes the weight of the wheel and down pressure from the carrier to achieve compaction, without the need for auxiliary hydraulics.

	Packer Wheel
Operating weight	386 lb.
Width	11 in.
Length	40.5 in.
Wheel assembly	2
Wheel diameter	30 in.
Sheep-foot (hollow tube)	18

#### **BOBCAT® ATTACHMENTS FOR EXCAVATORS**

FOR 323, 325, 329, 331, 335, 337, 425, 430, 435, 442 BOBCAT EXCAVATORS

#### CLAMP



Use the handy hydraulic clamp to move broken concrete, tree stumps and other odd-shaped objects. Use with trenching bucket or 3-tine grapple. (Two sizes available.)

Model	323	325-430	337-435	442
Operating weight	70 lb.	176 lb.	259 lb.	265 lb.
Clamp width	5.5 in.	13 in.	12.75 in.	16 in.
Tooth radius	21.5 in.	27.25 in.	31 in.	31.3 in.
Tooth thickness	.5 in.	.75 in.	1 in.	1 in.

FOR 316, 323, 325, 329, 331, 331E\*, 335, 337, 418, 425, 430, 435 BOBCAT EXCAVATORS

#### GRADING BUCKETS



### TRENCHING BUCKETS



Add more versatility to your Bobcat excavator bucket by using it on your Bobcat backhoe attachment. Bucket commonality between Bobcat excavators and backhoe attachments allows comparably-sized buckets to be interchanged using the bolt-on X-Change system.

#### **Grading Bucket**

- 39", 52" and 54" widths
- · Smooth lip for finished surface
- Great for finish grading, ditch cleaning or back-filling
- · 39' pin-on model available for 322

#### **Trenching Bucket**

- . Widths from 8" to 20" in pin-on models
- Widths from 13' to 36' in X-Change® models
- · Heavy-duty 13" to 36" models
- . Severe-duty 12" to 36" models

#### X-Change Bucket Features:

- Scalloped side plates for enhanced digging performance
- · Reversible, bolt-on side cutters
- · Bolt-on shanks with replaceable teeth

FOR 323, 325, 328, 331, 331E\*, 334, 337, 341, 430, 435 BOBCAT EXCAVATORS

#### GRADING BLADE



Great attachment for finish grading, backfilling and leveling. Combine with a hydra-tilt or power-tilt attachment to create slopes, grade and contour with ease.

	Grading Blade
Operating weight	290 lb.
Width	55 in.
Blade height	14 in.

FOR 325, 329, 331, 331E\*, 335, 337, 430, 435, 442 BOBCAT EXCAVATORS

#### PLATE COMPACTOR



Choose from three models for quick, efficient trench compacting. Reduces the need for a man in the trench with a hand operated compactor.

Model	PC 30	PC 60/PC 62
Operating weight	520 lb.	900 lb.
Width	18.75 in.	23.5 in.
Length	26 in.	34 in.
Dynamic force	3400 lb.	6400 lb.
Frequency	2100 vpm	2000 vpm

FOR 325, 329, 331, 331E\*, 335, 337, 425, 430, 435 BOBCAT EXCAVATORS

#### **POWER-TILT**



Uses a wrist-like action to move excavator buckets to either side. Save time and improve productivity on countless jobs by simply tilting the bucket instead of moving the entire machine. Allows digging around and under objects such as culverts, sewer lines, tree roots and foundations. Available in two models.

Model	PTX3	PTX4
Operating weight	170 lb.	285 lb.
Width	11 in.	11 in.
Length	25 in.	25 in.
Output torque @ 3000 psi	2100 ftlb.	3250 ftlb.
Side-to-side rotation	178°	180°

FOR 325, 329, 331, 331E\*, 335, 337, 425, 430, 435, 442 BOBCAT EXCAVATORS

#### **RIPPER**



The frost and rock ripper is used to penetrate and scarify frost and hard ground.

	325-435	442
Operating weight	195 lb.	229 lb.
Tooth radius	35.5 in.	24.7 in.
Shank thickness	2.125 in.	1.6 in.

331, 331E, 335, 337, 430, 435 BOBCAT EXCAVATORS

#### **TRENCHER**



Tackle trenching jobs with the costeffective Bobcat excavator and trencher. With a 2-foot dig depth, it's ideal for light-to-medium trenching jobs. The versatile X-Change® mount is standard.

	MX 112	
Weight	570 lb.	
Flow rate	13-20 gpm	
Max. operating pressure	3,000 psi	
Auger diameter	12 in.	
Dig depth	2 ft.	
Overall length	68.2 in.	
Boom length	39.4 in.	

## Get Hitched Quick

The Bobcat® exclusive X-Change® system makes changing attachments fast and easy!

#### **Heavy Duty X-Change®**

1. Fully retract attachment cylinder and align X-Change. Using the boom and arm functions, engage X-Change pins with attachment ears. Raise attachment slightly off ground using the boom function.



 Place attachment on level ground surface.
 Remove ring-lock pin. Remove attachment retaining pin.

#### Hook-Up:



2. Using the attachment function, curl the X-Change forward until it has full contact with the back of the attachment. Lower boom to the ground, until the X-Change is fully seated in the attachment interface.

#### Removal:



2. Raise work group (boom and arm) until attachment hangs on X-Change ears.



3. Insert attachment retaining pin completely through the X-Change and attachment. Install ring-lock pin.



3. Retract attachment cylinder completely. Lower attachment to ground. Disengage X-Change pins from attachment ears using boom and arm functions.

Standard equipment on the 325, 328, 331, 331E, 334, 337, 341, 430 and 435.

## COMBINE BOBCAT ATTACHMENTS WITH A BOBCAT 442 EXCAVATOR TO HANDLE THE BIG JOBS WITH EASE.

FOR 442 BOBCAT EXCAVATOR

#### **BUCKETS**



#### **Grading Bucket**

- 59 in. wide
- · 9.5 cu. ft. capacity
- · Smooth lip for finished surface
- 406 lb.

#### **Trenching Bucket**

- · Widths from 18 in. to 36 in.
- · Weld-on shanks, pin-on teeth
- Capacity from 5.2 cu. ft. to 9.9 cu. ft.

FOR 442 BOBCAT EXCAVATOR

#### EJECTOR BUCKET



Mechanical metal plate helps scrape out tacky materials like clay and mud when the bucket is rolled out.

	Ejector Bucket	
Width	18 in.	
Capacity	6.0 cu. ft.	
Weight	441 lb.	

FOR 442 ROBCAT EXCAVATOR

#### TILT BUCKET



Gives the operator flexibility to shape holes and ditches by tilting the bucket left or right 40°. Smooth lip for finished surface.

	48 in.	
Weight	725 lb.	
Tilt	+/ 40°	
SAE heaped capacity	10.5 CU. ft.	



# CONVERT YOUR EXCAVATOR INTO A MULTI-PURPOSE MACHINE WITH BOBCAT ATTACHMENTS



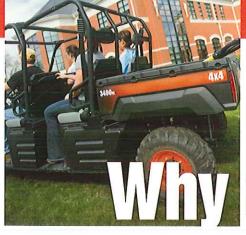
Performance-proven Bobcat® attachments for your compact excavator give you extra versatility and value on every jobsite. And the exclusive X-Change® mounting system makes changing attachments as quick as a snap.



### **Utility Vehicles**

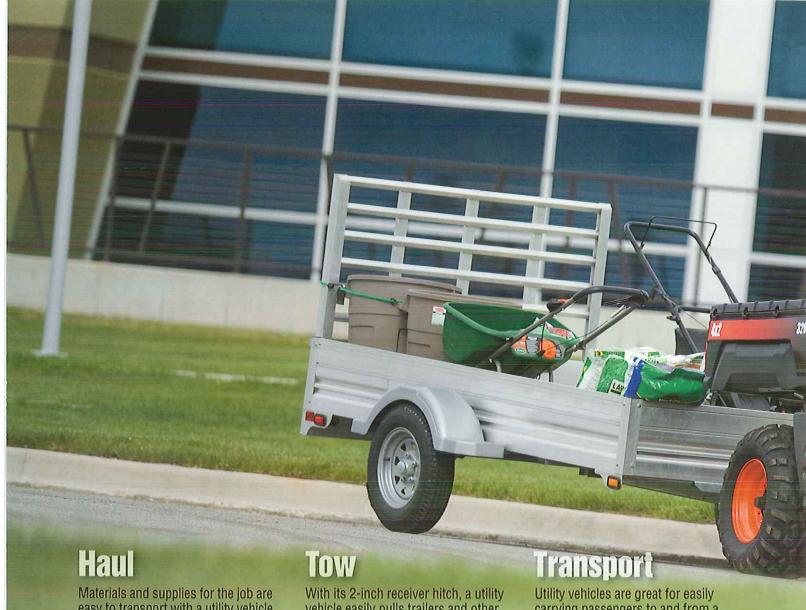






For light-duty work, there isn't a better option than a utility vehicle.

## **My utility vehicles?**



Materials and supplies for the job are easy to transport with a utility vehicle cargo box. You can carry more than an ATV, and take it into more areas than a pickup truck. Four-wheel independent suspension maintains ground contact and wheel traction, helps you haul cargo through more extreme terrain. Taking more cargo through challenging environments – and doing it in fewer trips – can shorten the task significantly.

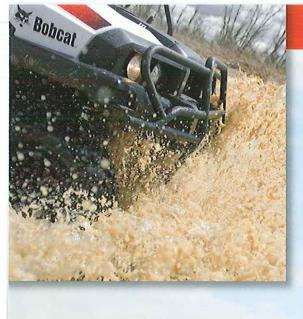
With its 2-inch receiver hitch, a utility vehicle easily pulls trailers and other equipment. It fits in tighter areas than a pickup truck. And if towing capacity matters to you, a utility vehicle will handle much heavier loads than an ATV.

Utility vehicles are great for easily carrying passengers to and from a jobsite. Every utility vehicle can carry two occupants. Other models allow up to six. They're easy to step into and out of, and independent suspension provides a comfortable ride.

Homeowners with acreage, farmers, building and grounds managers, municipalities, resort employees and construction workers need performance to do the job. They need quick, simple transportation from one place to another. Something that's compact to access hard-to-reach areas and avoid the high licensing cost of an over-the-

road vehicle. They also want versatility to haul supplies, carry passengers, tow and even use attachments to replace manual labor. If you're looking for a tool to serve your light-duty needs, a utility vehicle offers many advantages over All-Terrain Vehicles (ATVs), pickup trucks and other types of equipment.





# The New Breed

This beast feeds your urge to get more done in a day. Every inch of the NEW Bobcat® utility vehicle is designed with your productivity in mind. Powerful, comfortable and sure-footed, this lineup of vehicles delivers Bobcat performance and versatility for a wide range of jobs. Bobcat utility vehicles are primed for productivity and designed for people who want to get things done: folks who want to do the job quickly, without cutting corners or compromising quality. You'll work like an animal – and love it.



### **Electronic Fuel Injection**

New electronic fuel injection provides reliable starting in colder weather, more responsiveness, and better performance at low RPMs.

### More Horsepower in Every Model

Power matters and Bobcat delivers more in every model. Extra horsepower gives you a quicker, faster machine with increased payload capacity which helps maximize productivity.

### **More Uptime**

Our stronger-is-better approach to utility vehicles gives you peace of mind for years of reliable performance. Easy-to-maintain Bobcat utility vehicles feature machine protection that keeps your components from getting damaged and slowing you down.

### **More Versatility**

The more you can accomplish the better. Bobcat utility vehicles fit just about any jobsite and offer a wider range of options that help you get more done for a greater return on investment. Add a snow blade attachment to remove snow and make shoveling a distant memory. Take on additional accessoand more can tailor your machine for specific jobs.

### Do the job in style.

Tough new looks match the strength and innovation you find under the hood. Strong materials and smart design choices actually keep your utility vehicle looking better, longer so the Bobcat pride you feel on the first startup stays with you until the last one.

### **Bobcat utility vehicles provide:**

- Great Performance
- Multiple Drive Modes
- Maximum Uptime
- Attachment Versatility
- Numerous Options
- Comfort for Operators and Passengers

ries, such as gun scabbards, tool racks Convenient Cargo Box See the new breed of Bobcat utility vehicles online at bobcat.com/newutv 3400





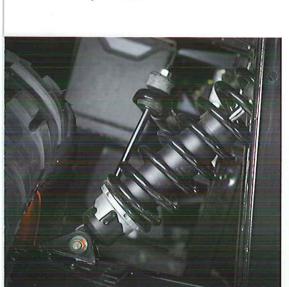
# **Keep on Driving**

### **Two-Range Transmission**

Low-range operation gives you maximum drive torque for heading uphill, pushing snow, or towing heavy loads. High range provides top speed when operating on hard-packed surfaces under light loads. With Bobcat, you select the range you need for the task.

#### Gas or Diesel

What are you running on your jobsite? Whether gas or diesel fuels your productivity, Bobcat has a model that fits your fleet.



## Independent Suspension

Improve agility over rough terrain. Bobcat utility vehicles include advanced suspension that moves independently to smooth out the bumps, improve your comfort and keep wheels in contact with the ground for maximum traction.

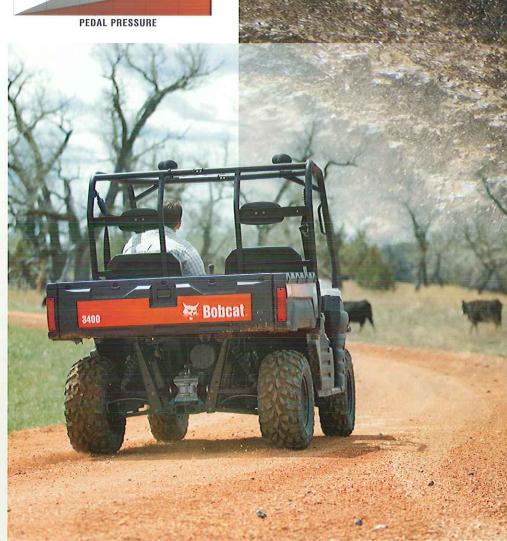
#### **Adjustable Rear Suspension**

Maximize comfort and maintain optimum traction while hauling heavy loads. Adjustable rear suspension allows you to choose the setting that matches your task.



#### Variable-Rate Acceleration

Variable-rate acceleration allows the machine increase speed at a slower rate through the first half of the pedal stroke – giving you precise control of travel speed when maneuvering around trees, walls and gates or using attachments. During the second half of the pedal stroke, it responds at a faster rate to quickly reach its top speed of 30 miles per hour.







# More uptime. Less upkeep.



Nobody knows uptime better than Bobcat. When there's a job that won't wait, your utility vehicle has to be ready. That's why Bobcat® utility vehicles feature front-to-back component protection, and they're designed for simple, quick maintenance that won't slow you down. When daily upkeep is simple, it's more likely to get done.



Featured above are Rick and Julie Kreuter, hosts of Beyond the Hunt on the Outdoor Channel. Check your cable listings to see Bobcat utility vehicles in action.

### **Built-In Longevity**

### Parking Brake Drive-System Override

To protect your brakes from excessive wear and damage, our convenient override system, available on EFI gas models, prevents operation if your parking brake is set.

### **Liquid-Cooled Engines**

All Bobcat utility vehicles are equipped with liquid-cooled engines. A liquid-cooled engine prevents overheating and protects critical components for a long life. It cools better than air at high RPMs for more power and performance.

### **Warning Lights**

Easy to see and easy to read, dash warning lights indicate low oil pressure (diesel models) or high engine temperatures (all models), alerting the operator to shut down the engine before permanent damage occurs.

### **Easy Service Access**

The fuel tank is conveniently located for easy refueling. Daily checks for items such as the air filter and engine oil are easy to find and quick to perform. Maintaining your machine for top performance is simple with Bobcat utility vehicles.



### **Machine Protection**

There's no telling what you'll find on the jobsite or on the trail – so Bobcat makes machine protection features standard. Commonly available as extras on other vehicles, Bobcat utility vehicles have built-in component protection to prevent damage in adverse conditions.

- 1 RADIATOR GUARD reduces the chance of damage to your radiator.
- CV GUARD protects your half-shaft grease boots from damaging debris.
- 3 SKID PLATE protects your undercarriage, engine and transmission from rough, uneven terrain, branches, rocks and other debris.

SEALED CVT COVER protects the drive belt from debris and elements that cause slippage and damage.

Read more about how Bobcat provides you with uptime protection at bobcat.com/newutv







# Tackle any task.

Regardless of which Bobcat utility vehicle you own, it's designed to give you more ways to take on more jobs, whether you need convenient transportation, quick-hauling cargo capacity or a hard-working attachment carrier. With attachments, options and accessories for hundreds of tasks, Bobcat utility vehicles really earn their keep.



### Wide Range of Accessories and Options

Make it your own. Customize your Bobcat utility vehicle for the jobs you do – or tailor it to your personal style – with plenty of accessories and options. Face extreme weather, accomplish unique tasks and make your machine stand apart from the crowd.

### **Factory-installed Deluxe Package**

Order your utility vehicle with the deluxe package, including a brush guard for added radiator protection, powered lift to dump your loaded cargo and black rims for a more custom look.

### Integrated Accessory System

Carry equipment or accommodate specific tasks. Thanks to a unique integrated accessory system built into the cargo box, the Bobcat utility vehicle accepts a variety of easy-to-secure accessories.

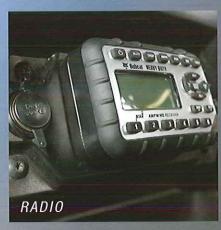
# It's good to have options.

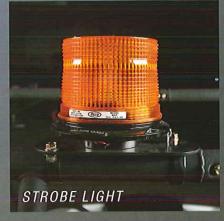


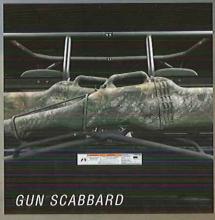
### **Worksite Accessories**

Electrical accessories include strobe lights, turn signals, work lights for low-light conditions and backup alarms to help improve jobsite awareness. Add cargo box accessories, such as the gas can holder, line trimmer rack, cargo box divider or wall extensions to accommodate different job requirements.



















## Simple. Comfortable.

A utility vehicle is a tool. When you use it, you want to focus on the task, not the tool. Comfort and ease of use help you focus on the job. Bobcat delivers exceptional comfort for operator and passenger alike. Ergonomic, simple controls, low-effort steering, comfortable seats – even handy cup holders provide an experience that's both enjoyable and productive. An informative instrument panel provides all the information you need to get peak performance from your vehicle. A bit of training, attention to safety, and a little guidance from your operation and maintenance manual are all it takes to drive like a pro.

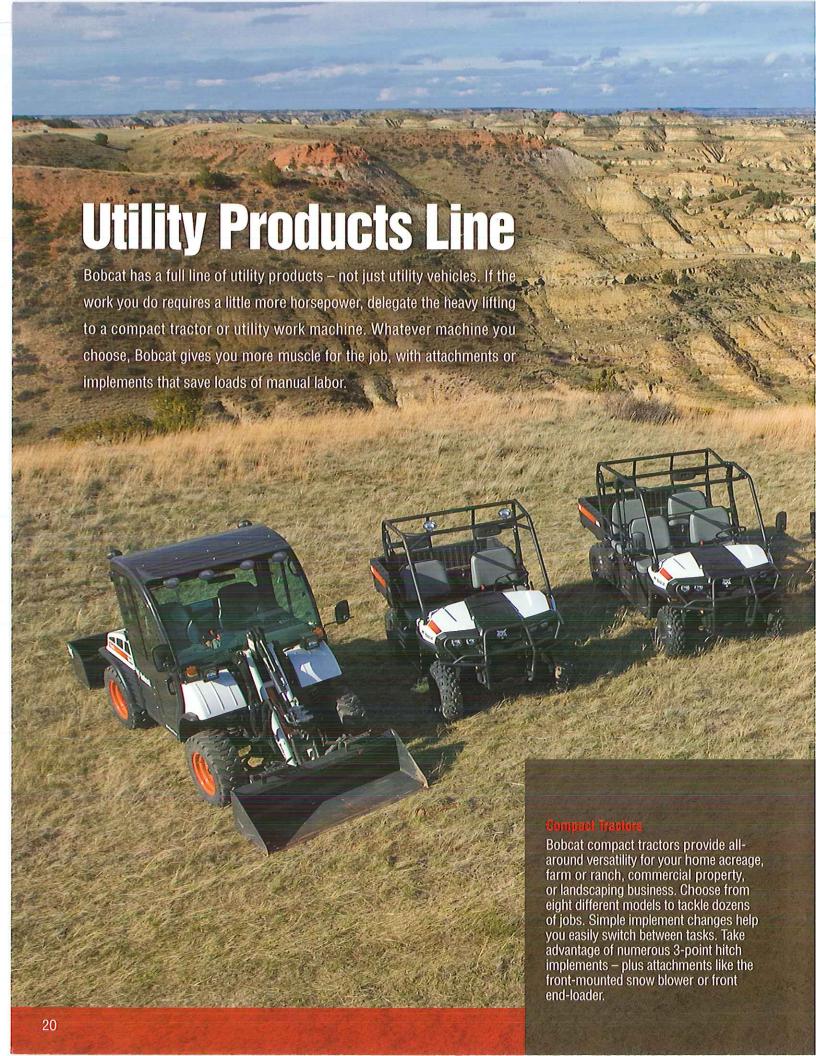






Specifications					
	0000 4 10	0400 444	2400VI 4v4	3450 4x4	
Vehicle	3200 4x2	3400 4x4	3400XL 4x4		
Overall Length	113 in. (2870 mm)	113 in. (2870 mm)	144.7 in. (3676 mm)	145 in. (3684 mm)	
Width	60 in. (1524 mm)	60 in. (1524 mm)	60 in. (1524 mm)	60 in. (1524 mm)	
Height	75 in. (1905 mm)	75 in. (1905 mm)	75 in. (1905 mm)	75 in. (1905 mm)	
Operating Weight	1375 lb. (624 kg)	1440 lb. (653 kg) Gas 1610 lb. (730 kg) Diesel	1673 lb. (759 kg) Gas 1850 lb. (839 kg) Diesel	1864 lb. (846 kg)	
Travel Speed, High (forward)	30 mph (48 kmh)	30 mph (48 kmh)	30 mph (48 kmh)	30 mph (48 kmh)	
Travel Speed, Low (forward)	15 mph (24 kmh)	15 mph (24 kmh)	15 mph (24 kmh)	15 mph (24 kmh)	
Travel Speed, Reverse	15 mph (24 kmh)	15 mph (24 kmh)	15 mph (24 kmh)	15 mph (24 kmh)	
Wheel Base	76 in. (1930 mm)	76 in. (1930 mm)	106 in. (2688 mm)	76 in. (1930 mm)	
Tread Width (front/rear)	48 in. (1219 mm)	48 in. (1219 mm)	48 in. (1219 mm)	48 in. (1219 mm)	
mode that (nonerod)	49 in. (1245 mm)	49 in. (1245 mm)	49 in. (1245 mm)	49 in. (1245 mm)	
Ground Clearance	9.5 in. (241 mm)	9.5 in. (241 mm)	9.5 in. (241 mm)	9.5 in. (241 mm)	
Turning Radius	122 in. (3099 mm)	122 in. (3099 mm)	153 in. (3886 mm)	122 in. (3099 mm)	
Engine Commission of the Commi					
Fuel	Gas	Gas / Diesel	Gas / Diesel	Diesel	
Horsepower	29 HP (21.6 kW)	32 HP (23.9 kW) Gas	32 HP (23.9 kW) Gas 24.8 HP (18.5 kW) Diesel	24.8 HP (18.5 kW)	
No. Lower and	07.0 in3 (455 ac)	24.8 HP (18.5 kW) Diesel	30.4 in <sup>3</sup> (498 cc) Gas	2 1.0 (1 (10.0 KW)	
Displacement	27.8 in <sup>3</sup> (455 cc)	30.4 in <sup>3</sup> (498 cc) Gas 35.6 in <sup>3</sup> (904 cc) Diesel	35.6 in <sup>3</sup> (904 cc) Diesel	35.6 in <sup>3</sup> (904 cc)	
Intestina	Carb	EFI - Gas	EFI - Gas	23.3 11 (30100)	
Injection	Garo	Indirect - Diesel	Indirect - Diesel	Indirect	
Cooling	Liquid	Liquid	Liquid	Liquid	
Cooling	9 gal. (34.1 L)	9 gal. (34.1 L)	9 gal. (34.1 L)	9 gal. (34.1 L)	
Fuel Tank Capacity	9 yai. (54.1 L)	3 gai. (04.1 L)	o gan (o m 2)	- Jan ()	
Cargo Box & Vehicle Capacities	36.5 in. (927 mm)	36.5 in. (927 mm)	36.5 in. (927 mm)	36.5 in. (927 mm)	
Cargo Box Length	54 in. (1372 mm)	54 in. (1372 mm)	54 in. (1372 mm)	54 in. (1372 mm)	
Width	11.5 in. (292 mm)	11.5 in. (292 mm)	11.5 in. (292 mm)	11.5 in. (292 mm)	
Height	31 in. (787 mm)	31 in. (787 mm)	31 in. (787 mm)	31 in. (787 mm)	
Cargo Box Load Height	1100 lb. (500 kg)	1100 lb. (499 kg)	1100 lb. (499 kg)	1100 lb. (499 kg)	
Cargo Box Load (Maximum) Vehicle Rated Capacity (includes cargo box load, weight of	1600 lb. (726 kg)	1600 lb. (726 kg)	1600 lb. (726 kg)	1600 lb. (726 kg)	
occupant(s), and the weights of any accessories including cab kits)			4500 H (000 L-)	4500 lb (000 lm)	
Towing Capacity	1500 lb. (680 kg)	1500 lb. (680 kg)	1500 lb. (680 kg)	1500 lb. (680 kg)	
RapidLink™ Attachment System	-	<b>₽</b> 1		500 lb. (227 kg)	
Lift Height	-		*	24 in. (610 mm)	
Vehicle Features			0.1	011	
Steel Frame	Std.	Std.	Std.	Std.	
Lockable Rear Differential	Std.	Std.	Std.	Std.	
Four Wheel Drive	*	Std.	Std.	Std.	
Gear Selector, R-N-L-H	Std.	Std.	Std.	Std.	
Front Suspension, MacPherson Strut	Std.	Std.	Std.	Std.	
Rear Supsension, Double A-Arm	Std.	Std.	Std.	Std.	
Brush Guard	Opt.	Opt.	Opt.	Opt.	
Cargo Box with Power Lift Assist	Opt.	Opt.	Opt.	Opt.	
Sealed CVT Cover	Std.	Std.	Std.	Std.	
2-inch Rear Receiver	Std.	Std.	Std.	Std.	
Headlights	Std.	Std.	Std.	Std.	
Tail / Brake Lights	Std.	Std.	Std.	Std.	
Work Lights/Strobe Lights	Opt.	Opt.	Opt.	Opt.	
Turn Signals	Opt.	Opt.	Opt.	Opt.	
RapidLink™ Attachment System				Std.	
Operator Area Features				2000016	
Headrests	Std.	Std.	Std.	Std.	
Park Brake	Std.	Std.	Std.	Std.	
Beverage Holders	Std.	Std.	Std.	Std.	
Storage Compartment with Door	Std.	Std.	Std.	Std.	
Dash Mounted Hour Meter	Std.	Std.	Std.	Std.	
12V Power Outlet	**************************************	Std.	Std.	Std.	
3-point Seat Belts with Comfort Strap	Std.	Std.	Std.	Std.	
	Std.	Std.	Std.	Std.	
	olu.				
4-point ROPS (rollover protective structure)		Std.	Std.	Std.	
	Std. Std.		Std. Std.	Std. Std. Opt.	









If you want to lift, haul, tow or run heavy-duty attachments, the Toolcat™ utility work machines give you all the best features of a pickup truck, tractor, tool carrier and utility vehicle. With more than 40 front-mounted attachments available, its versatility is second to none. The Toolcat 5610 with 3-point hitch, rear PTO and rear remote hydraulics makes use of 3-point hitch implements in the back.



# The leader in versatility and maneuverability.



**Attachments** 



Skid-Steer Loaders



**Compact Track Loaders** 



**All-Wheel Steer Loader** 



**Compact Excavators** 



Mini Track Loaders



VersaHandler® Telescopic Tool Carriers



Toolcat™ Utility Work Machines



**Utility Vehicles** 



**Compact Tractors** 



## **Get Bobcat Gear!**

Find cool Bobcat® gear and accessories by visiting your local Bobcat dealer or www.BobcatStore.com

## **Bobcat History**

### **Pioneering Maneuverability:**

Bobcat introduced its first compact loader in 1958 and two years later, the world's first skid-steer loader. This created an entire industry of machines that put the power of large equipment in a compact size with unmatched maneuverability.





### Offering More Versatility:

In 1970 Bobcat invented the first quick-change attachment system for skid-steer loaders known as the Bob-Tach\* mounting system. Today we offer more attachments than anyone in the world, empowering customers to transform all our machines into multi-task attachment carriers and reach higher levels of production.

### One Tough Animal:

All over the world, Bobcat equipment is known for being durable and dependable. By lasting longer and minimizing down time, we help our customers become as successful as possible.

### Help When You Need It:

With 50 years of experience and more than 550 locations, we offer the best dealer network in the country for compact equipment. Our dealers offer a quality sales force, dependable parts departments and qualified service technicians, all leading to a quality customer experience.





### Leader by Design:

Listening to the customer and a pioneering spirit are why Bobcat continues to lead the evolution of compact equipment...

1960 - Invented the FIRST true skid-steer loader.

Today - One out of every two skid-steers is a Bobcat loader.

1970 - Invented the FIRST attachment mounting system for skid-steer loaders.

Today - Bobcat Company manufactures more attachments than anyone in the world.

1977 - Built the FIRST skid-steer with no chain adjustments required.

Today - Still a Bobcat exclusive.

1981 - The FIRST secondary restraint seat bar is introduced.

 Today – Bobcat is the only company that offers operator training kits for compact equipment.

1983 - The FIRST skid-steer with a transversely mounted engine.

Today - Still a Bobcat exclusive.

1986 - Introduced the FIRST compact excavator manufactured in the U.S.

Today - Still the only compact excavator manufactured in the U.S.

 1999 – Introduced the FIRST compact track loader with a solid-mounted undercarriage manufactured in the U.S.

Today - One out of every two compact track machines is a Bobcat.

2001 - Invented the FIRST loader with all-wheel steer and skid-steer capabilities.

Today - Still a Bobcat exclusive.

2003 - Revolutionized the way the world works with the invention of the
 Toolcat" line, the world's FIRST utility work machines – a cross between
 a pickup, attachment carrier and utility vehicle.

Today – The Toolcat utility work machine—still the only one of its kind.

2006 - Introduced the FIRST utility vehicle with RapidLink™ Attachment System.

2007 - Bobcat launches its new line of compact tractors.

2008 - Roller Suspension, the FIRST all-steel suspension system, is introduced.

2009 - Released M-Series compact excavators and loaders.

#### A Constant Innovator:

In the late 1950s, a turkey farmer needed help – so in 1958 we introduced what was to become the world's first skid-steer loader. We created an industry by listening to the needs of the customer. This focus is the same today. In 2000, a superintendent needed help – so we built the world's first Toolcat utility work machine. We continue to be a global leader in innovation by listening to our customers.



## BOBCAT TIMELINE





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Loaders













1960

1970

Excavators 1986

1999

2001

2006

2007

2008

2009

BCAT TIMELIN

# Gromk

EQUIPMENT TRAILERS

## 2000 Series

Capacities 4500-12000 Lbs.

Skid Steer Movers

### **SMALL TRACTORS LOADERS**

### TRENCHERS LAWN EQUIPMENT



### **MODEL 2600**

(White Spoke Wheels and Black Paint Available As An Option)

### STANDARD FEATURES

- · Heavy duty structural steel framing
- · Diamond plate fenders
- · Adjustable width fold up ladder type ramps
- · White automotive enamel paint over rust inhibiting primer
- · Leaf type slipper suspension with equalizers
- · Wiring in steel conduit
- · Brakes on all wheels
- EZ lube grease hubs

- · ICC approved lighting sealed beam tail lights
- · 6 pole heavy duty electrical connector
- Safety chains with hooks
- · 7000# drop leg jack stand Models 2800 (10,000# jack)
- · Stake pocket tie downs
- · 15" deck height
- · 2" oak hardwood flooring full deck
- · Contact factory for additional options not listed

2000 SERIES SPECIFICATIONS										
Model	Payload Capacity	Maximum GVWR	All Wheel Brakes	Tire Size Load Range	Deck Size	Optional Deck Widths	Deck Height	Hitch Coupler		
2000	4,500	6,000	Electric	ST205/75R15 (C)	73" x 12'	76"/80"**	15"	2" Ball*		
2200	7,000	8,700	Electric	ST205/75R15 (C)	73" x 12'	76"/80"**	15"	2 5/16" Ball*		
2400	8,000	10,000	Electric	ST225/75R15 (D)	70" x 16'	74"/80"**	15"	2 5/16" Ball*		
2600	10,000	12,300	Electric .	ST225/75R15 (D)	70" x 16'	74"/80"**	15"	2 5/16" Ball*		
2800	12,000	15,000	Electric	LT235/85R16 (E)	79" x 16'	N/A**	17"	2 5/16" Ball*		

Specifications subject to change without notice.

## \*Adjustable height and interchangeable with pintle eye hitch. \*\*79" & 80"deck widths require 102" overall width. ADDITIONAL LENGTHS AND WIDTHS REDUCE TRAILER PAYLOAD CAPACITY.

