



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

# Request for Quotation

RFQ NUMBER
7011EC13

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2011				

BID OPENING DATE: 03/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-53		
TRUCK MOUNTED HYDRAULIC EXCAVATOR, DUAL ENGINE  REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HYDAULIC EXCAVATOR, DUAL ENGINE, TRUCK MOUNTED, PER THE ATTACHED SPECIFICATIONS.  A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 02/17/11 AT 11:00 AM, 2019 WASHINGTON ST E, CHARLESTON, WV ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/11/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR</p>						

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<p>ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p>						

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	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH            ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL            REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY            ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES            AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE            INFORMATION ISSUED IN WRITING AND ADDED TO THE            SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED            WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES            IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011EC13</p> <p>BID OPENING DATE: 03/09/2011</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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***** THIS IS THE END OF RFQ 7011EC13 ***** TOTAL:						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 410-2-A

OPEN END CONTRACT  
HYDRAULIC EXCAVATOR, DUAL ENGINE, TRUCK MOUNTED

1.0 PURPOSE

It is the purpose of these specifications to describe a Hydraulic Excavator, Dual Engine, Truck Mounted (hereinafter referred to as a "excavator" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

### 3.2 MANDATORY SPECIFICATIONS

**All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.**

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

### 4.0 REPRESENTATIVE UNIT FOR TEST

**The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.**

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

**All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.**

### 4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 120 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

**A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.**

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

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

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

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

## 5.0 AWARD CRITERIA

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

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered

to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

\* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

**Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.**

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

## 6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.**

**THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).**

## 6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

## 6.7 UNSPECIFIED ACCESSORIES & FEATURES

**All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.**

**All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.**

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

### 7.1 General:

Multi-purpose excavator consisting of an upperstructure with power unit, control cab; hydraulically operated telescoping boom to allow bucket or tool to be rotated through 360 degrees continuous each way from centerline of boom. Upperstructure to be mounted on 6 x 4 self-propelled carrier designed for approximately 60 mph highway speeds. Unit or units to have remote hydraulic control from cab to control movement of carrier for one man operation.

### 7.2 Excavator Carrier:

7.2.1 Gross vehicle axle weight rating 59,200 pounds.

7.2.2 Wheelbase - approximately 170 inches.

7.2.3 Engine (Diesel) - Water Cooled.

7.2.3.1 Cummins ISL, turbocharged or equal.

**7.2.3.2 Horsepower 310 minimum @ 1800 RPM approximate.**

7.2.3.3 Engine to be wet sleeved.

7.2.3.4 Fuel System:

7.2.3.4.1 50 gallon approximately.

7.2.3.4.2 Spin-on fuel filter and water separator.

- 7.2.3.5 Air filter - dual element dry type with dash mounted service indicator.
- 7.2.3.6 Oil filter - engine manufacturers heavy duty oil filtering system.
- 7.2.3.7 Governor to be that recommended by engine manufacturer pre-set to manufacturer's recommended top engine speed and wire sealed.
- 7.2.3.8 Cold starting aid - 115 volt AC cooling system plug-in type. Ether type starting aids are not acceptable.
- 7.2.3.9 Jacobs engine brake #411 or equivalent shall be provided.**
- 7.2.3.10 Engine Alarms:
- 7.2.3.10.1 Lights and buzzer in upper structure and undercarriage cab to warn of low oil pressure or high water temperature.
- 7.2.3.10.2 Safety shut down for low engine oil pressure and/or high engine temperature. Shut down to be equipped with manual override (30 sec.) to enable movement to safe area.
- 7.2.3.11 Hour meter from engine operation, not key switch.
- 7.2.4 Electrical System:
- 7.2.4.1 Manufacturers heavy duty 12 volt system.
- 7.2.4.2 Alternator -100 AMP (approximately) with internal voltage regulator.
- 7.2.4.3 Dual batteries to be provided at 810 CCA each.
- 7.2.5 Cooling System:
- The cooling system shall be capable of maintaining the engine temperature within the manufacturer's recommended temperature range during continuous operation under maximum speed and load combinations. The system should incorporate a thermostat and bypass for warmup and be filled with Dex-Cool Extended Life antifreeze rated to be minus 40 degrees Fahrenheit.**
- 7.2.5.1 Fin and tube type radiator with gravel guard.
- 7.2.5.2 Brush guard on radiator grille.

- 7.2.6 Transmission:
  - 7.2.6.1 Eaton TO 11909 or equal.
  - 7.2.6.2 Air controlled counter shaft brake or equal.
- 7.2.7 Clutch: 14 inches single plate diaphragm spring Eaton Valeo Model E.V. 06514 or equal.
- 7.2.8 Driveline: Spicer 1710 series.
- 7.2.9 Axles:
  - 7.2.9.1 Front: Rockwell FF942, 13,200 pound rating or equal.
  - 7.2.9.2 Rear: Rockwell SSHD 46,000 pounds rating, single reduction, straight line drive.
  - 7.2.9.3 Ratio to be determined by bidder. Unit to be capable of road speed of 60 MPH.
  - 7.2.9.4 Unit to be equipped with no spin differential in forward rear axle or high traction feature.
  - 7.2.9.5 Cab controlled interaxle differential lock to be provided.
- 7.2.10 Frame: Wide - flange beam, 12 inches approximately.
  - 7.2.10.1 Tow hooks front and rear to be provided on unit.
- 7.2.11 Suspension:
  - 7.2.11.1 **Unit should provide multi-leaf springs 41.5 inches x 3 inches minimum.**
  - 7.2.11.2 Rear: Hendrickson equalizer beam, with 8 inches oscillation.
- 7.2.12 Brakes:
  - 7.2.12.1 Rear: Rockwell "P" series Cam-Master or equal with spring set.
  - 7.2.12.2 Front: Cam brakes with auto slack adjuster.
  - 7.2.12.3 Front Brakes: 16.5 inches x 5 inches approximate.
  - 7.2.12.4 Rear Brakes: 16.5 inches x 7 inches approximate.



- 7.2.12.5 Spring brake system to incorporate emergency and parking brakes on both rear axles.
- 7.2.12.6 Dessicant-type Air dryers with automatic purge valve and thermostatically controlled heater.
- 7.2.12.7 **12 CFM Air Compressor minimum.**
- 7.2.13 Wheels: To be hub piloted steel disc.
- 7.2.14 Tires:
  - 7.2.14.1 Single Front - Manufacturers advertised recommended standard.
  - 7.2.14.2 Dual Rear - Manufacturers advertised recommended standard.
- 7.2.15 Steering: Ross, or equal integral hydraulic power steering.
- 7.2.16 Undercarriage Cab:
  - 7.2.16.1 One man, left-hand mounted, isolated from frame on rubber mounts. National Cush-N-Air fully adjustable air ride suspension or equal.
  - 7.2.16.2 T-Bar seat, adjustable front and back with air ride.
  - 7.2.16.3 Tinted safety glass windows.
  - 7.2.16.4 Both right and left side glasses to be capable of being opened for operator comfort, either sliding or crank type.
  - 7.2.16.5 Cowl ventilator.
  - 7.2.16.6 Acoustical lining.
  - 7.2.16.7 Sun visor.
  - 7.2.16.8 Fire extinguisher.
  - 7.2.16.9 Seat Belt.
  - 7.2.16.10 Air conditioning/heater defroster to be manufacturers heavy duty system.
  - 7.2.16.11 Air horns to be in front and rear cabs.

- 7.2.17 Undercarriage Lights:
  - 7.2.17.1 Sealed beam headlights.
  - 7.2.17.2 Tail lights.
  - 7.2.17.3 Back-up lights.
  - 7.2.17.4 Stop lights.
  - 7.2.17.5 Identification light clusters front and rear.
  - 7.2.17.6 Directional signals.
  - 7.2.17.7 4-Way hazard lights.
  - 7.2.17.8 Clearance lights.
  - 7.2.17.9 Instrument lights.
  - 7.2.17.10 Dome light.
  - 7.2.17.11 Strobe lights to be PSE Amber Model 9060xx 12/24 VDC, double flash or equal on carrier and upperstructure cab.
- 7.2.18 Gauges (Undercarriage):
  - 7.2.18.1 Oil pressure with safety shut down for low oil pressure.
  - 7.2.18.2 Water temperature with safety shut down for high temperature.
  - 7.2.18.3 Dual air tank pressure.
  - 7.2.18.4 Fuel.
  - 7.2.18.5 Voltmeter.
  - 7.2.18.6 Speedometer and Odometer.
- 7.2.19 Windshield Washer and Wiper: Heaviest duty offered with intermittent feature both structures.
- 7.2.20 Heated wide angle rear view mirror system with plane and convex mirrors left and right.

- 7.2.21 Wheel and axle wrenches to be provided.
- 7.2.22 Hydraulic Remote Control:
  - 7.2.22.1 Undercarriage powered by upper structure engine through hydraulic motor and PTO on transmission.
  - 7.2.22.2 Travel and steering pedals in upper structure cab.
  - 7.2.22.3 Digging brakes and front axle lockout cylinders set automatically with travel pedal in neutral.
  - 7.2.22.4 Emergency and parking brakes controlled by toggle.
  - 7.2.22.5 Undercarriage engine off when hydraulic remote control is in use.
  - 7.2.22.6 Electrically operated alarms mounted on undercarriage signal remote control movement in either direction.
- 7.3 Upper Structure Engine:
  - 7.3.1 Manufacturers standard diesel for model bid.
  - 7.3.2 **Engine shall provide adequate horsepower and torque to operate hydraulic system at maximum efficiency.**
  - 7.3.3 12 Volt starter, manufacturers heavy duty.
  - 7.3.4 80 AMP alternator with internal regulator.
  - 7.3.5 Brush guard on radiator grille.
  - 7.3.6 Two-stage dry-type air cleaner with service indicator.
  - 7.3.7 Spin-on fuel filter and water separator.
  - 7.3.8 **Fuel tank capacity to provide a minimum of 12 hours continuous operation.**
  - 7.3.9 Hydraulic System:
    - 7.3.9.1 **Piston or gear variable flow type pump with sufficient pressure and flow to operate all functions at peak efficiency shall be provided.**

- 7.3.9.2 **Hydraulic oil capacity shall include reservoir with sufficient capacity to maintain oil temperature within manufacturers recommended safe operating range and be equipped with sight gauge.**
- 7.3.9.3 Four (4) double acting cylinders.
- 7.3.9.4 Two (2) boom hoist.
- 7.3.9.5 Two (2) hydraulic motors swing tilt. Rotary actuator system for tilt is acceptable.
- 7.3.9.6 Operating pressures to conform with manufacturer's published chart as shown on specification data sheet.
- 7.3.9.7 Oil capacity to be sufficient to operate all systems without detection of excessive heat.
- 7.3.9.8 Hydraulic oil cooler to be provided in system.
- 7.3.10 Filtration System:
  - 7.3.10.1 Manufacturers heaviest duty filtration system to be provided.
  - 7.3.10.2 Condition indicators to be mounted in an area of high visibility for operator and service personnel.
  - 7.3.10.3 Strainer on by-pass.
  - 7.3.10.4 Magnet clusters.
  - 7.3.10.5 Air filter on reservoir breather.
  - 7.3.10.6 In-line filter with condition indicator in pilot circuit.
  - 7.3.10.7 Pump relief valves and circuit valves in all circuits.
- 7.4 Upper Structure Cab:
  - 7.4.1 All weather cab with tinted safety glass, sky light, acoustical lining.
  - 7.4.2 Three (3) way adjustable operator's seat. Manufacturers fully adjustable suspension.
  - 7.4.3 Fire extinguisher.

- 7.4.4 Air conditioning, heater, and defroster to be manufacturers heaviest duty system available.
- 7.4.5 Front window removable stored in cab.
- 7.4.5.1 CB radio with coax and antenna to be installed in cab.
- 7.4.6 Controls:
  - 7.4.6.1 Two (2) hydraulic joysticks (hoist and bucket, telescope and swing).
  - 7.4.6.2 One (1) rocker switch tilt control.
  - 7.4.6.3 Two (2) rocker pedals for hydraulic remote control of under-carriage steering, travel and digging brake.
  - 7.4.6.4 Joysticks and pedals to be self-centering when controls are released, power for movement disengages and swing and travel brakes set automatically.
  - 7.4.6.5 Engine Controls:
    - 7.4.6.5.1 Throttle.
    - 7.4.6.5.2 Oil pressure gauge with safety shut down for low pressure.
    - 7.4.6.5.3 Water temperature gauge with safety shut down for high temperature.
    - 7.4.6.5.4 Fuel gauge.
    - 7.4.6.5.5 Voltmeter.
    - 7.4.6.5.6 Hour meter from engine operation, not key switch.
- 7.5 Excavator Operating Ranges (all ranges approximate):
  - 7.5.1 **Surface Reach 25 feet minimum.**
  - 7.5.2 Digging depth to be 22 feet 0 inches.
  - 7.5.3 Travel height boom in rack with bucket to be 12 feet.
  - 7.5.4 Overall width to be 8 feet.
  - 7.5.5 Overall length to be 28 feet 8 inches approximate.

- 7.6 Lifting Capacities: All lift capacities over rear or side must conform to all SAE standards and should not exceed 87 percent of hydraulic capacity or 75 percent of tipping capacity load. Radius to conform with manufacturer's published chart as shown on specification data sheet.**
- 7.7 Work Lights:
- 7.7.1 Two (2) flood lights on side of boom.
- 7.7.2 Four (4) flood lights on top of upper structure cab and two (2) flood lights on left front upperstructure shrouding.
- 7.8 Attachments:
- 7.8.1 One ditch cleaning bucket 60 inches wide at cutting edge and tapers to 36 inches wide at rear of bucket with a minimum of 3/4 cubic yard capacity. Heavy duty constructed of T-1 steel.**
- 7.8.2 One (1) 36" approximately excavating bucket 5/8 cubic yard capacity. Heavy Duty constructed of T-1-steel.
- 7.9 Toolbox to be conveniently mounted on unit for adequate storage of tire tools, grease gun, etc.
- 7.10 Paint:
- 7.10.1 Cab exterior and interior to be painted manufacturers standard white.
- 7.10.2 Châssis to be painted manufacturers standard black.
- 7.11 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.**
- 7.12 Advertising: No visible decals or name plates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are excepted.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS  
FOR OPEN END CONTRACT  
NO. 410-2-A

HYDRAULIC EXCAVATOR, DUAL ENGINE, TRUCK MOUNTED

NOTE TO BIDDER: Procurement Specification No. 410-2-A, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

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

X4.2 DELIVERY:

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

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

**X5.0 AWARD CRITERIA;**

**X5.1 Price per unit:** \_\_\_\_\_ per unit

**X6.0 SPECIFICATIONS - GENERAL**

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

Is descriptive literature, fully describing proposed unit attached to your bid? \_\_\_\_\_ YES \_\_\_\_\_ NO

If not, why? \_\_\_\_\_

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO



X6.2  
2-10-00

**EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE**

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

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARTS:**

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame \_\_\_\_\_

**Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?**  
\_\_\_\_\_ YES \_\_\_\_\_ NO

**X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?**  
\_\_\_\_\_ YES \_\_\_\_\_ NO

**X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?**  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
If NO, explain \_\_\_\_\_

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Is warranty literature attached? \_\_\_\_\_ YES \_\_\_\_\_ NO

**Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?**  
\_\_\_\_\_ YES \_\_\_\_\_ NO

Describe:

\_\_\_\_\_  
\_\_\_\_\_



## X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

**X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?**  
 \_\_\_\_\_ YES \_\_\_\_\_ NO

**X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?**  
 \_\_\_\_\_ YES \_\_\_\_\_ NO

**X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?**  
 \_\_\_\_\_ YES \_\_\_\_\_ NO

## X7.0 SPECIFICATIONS OF THE QUOTED UNIT:

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

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

### X7.1 General:

Multi-purpose excavator consisting of an upperstructure with power unit, control cab; hydraulically operated telescoping boom to allow bucket or tool to be rotated through 360 degrees continuous each way from centerline of boom. Upperstructure to be mounted on 6 x 4 self-propelled carrier designed for approximately 60 mph highway speeds. Unit or units to have remote hydraulic control from cab to control movement of carrier for one man operation.

### X7.2 Excavator Carrier:

X7.2.1 Gross vehicle axle weight rating \_\_\_\_\_ pounds.

X7.2.2 Wheelbase \_\_\_\_\_ inches.

X7.2.3 Is engine diesel - water cooled?  YES  NO

X7.2.3.1 Manufacturer/Model: \_\_\_\_\_ turbocharged  YES  NO

X7.2.3.2 Horsepower \_\_\_\_\_ RPM: \_\_\_\_\_

X7.2.3.3 Will engine be wet sleeved?  YES  NO

X7.2.3.4 Fuel System:

X7.2.3.4.1 Specify \_\_\_\_\_ gallon

X7.2.3.4.2 Will unit have spin-on fuel filter and water separator?  YES  NO

X7.2.3.5 Is air filter dual element dry type with dash mounted service indicator?  YES  NO

X7.2.3.6 Is engine oil filter manufacturers heavy duty oil filtering system?  YES  NO

X7.2.3.7 Will governor be pre-set to manufacturer's recommended top engine speed and wire sealed?  YES  NO

X7.2.3.8 Is cold starting aid 115 volt AC cooling system plug-in type? Ether type starting aids are not acceptable.  YES  NO

X7.2.3.9 Engine brake: \_\_\_\_\_

X7.2.3.10 Engine Alarms:

X7.2.3.10.1 Will lights and buzzer in upper structure and undercarriage cab warn of low oil pressure or high water temperature?  YES  NO

X7.2.3.10.2 Will unit safety shut down for low engine oil pressure and/or high engine temperature?  YES  NO  
Will shut down be equipped with manual override (30 sec.) to enable movement to safe area?  YES  NO

X7.2.3.11 Is hour meter from engine operation, not key switch?  YES  NO

X7.2.4 Electrical System:

X7.2.4.1 Does unit have manufacturers heavy duty 12 volt system?  YES  NO

X7.2.4.2 Is alternator 100 AMP (approximately) with internal voltage regulator?  YES  NO

X7.2.4.3 Are dual batteries provided @ 810 CCA each?  YES  NO

**X7.2.5 Cooling System:**

The cooling system shall be capable of maintaining the engine temperature within the manufacturer's recommended temperature range during continuous operation under maximum speed and load combinations.  YES  NO

Does the system incorporate a thermostat and bypass for warm-up and be filled with Dex-Cool Extended Life antifreeze rated to be minus 40 degrees Fahrenheit.  YES  NO

X7.2.5.1 Is fin and tube type radiator with gravel guard?  YES  NO

X7.2.5.2 Will brush guard be on radiator grille?  YES  NO

X7.2.6 Transmission:

X7.2.6.1 Manufacturer/Model: \_\_\_\_\_

X7.2.6.2 Is air controlled counter shaft brake or equal?  YES  NO

X7.2.7 Clutch: Manufacturer/Model: \_\_\_\_\_

\_\_\_\_\_ inch single plate diaphragm spring

X7.2.8 Driveline: \_\_\_\_\_

X7.2.9 Axles:

X7.2.9.1 Front: \_\_\_\_\_ pound rating

X7.2.9.2 Rear: \_\_\_\_\_ pounds rating, single reduction, straight line drive?  YES  NO

X7.2.9.3 Is unit capable of 60 MPR road speed?  YES  NO Ratio: \_\_\_\_\_

X7.2.9.4 Is unit equipped w/no spin differential in forward rear axle or high traction feature?  YES  NO

X7.2.9.5 Is cab controlled interaxle differential lock provided?  YES  NO

X7.2.10 Frame: Wide - flange beam  YES  NO Size: \_\_\_\_\_ inches

X7.2.10.1 Are tow hooks front and rear provided on unit?  YES  NO

X7.2.11 Suspension:

X7.2.11.1 Will unit have multi-leaf springs  YES  NO Size: \_\_\_\_\_

X7.2.11.2 Will rear be Hendrickson equalizer beam, with 8 inches oscillation?  YES  NO

X7.2.12 Brakes:

X7.2.12.1 Rear: \_\_\_\_\_ Spring set  YES  NO

X7.2.12.2 Is front Cam brakes with auto slack adjuster?  YES  NO

X7.2.12.3 Front brakes size: \_\_\_\_\_

X7.2.12.4 Rear brakes size: \_\_\_\_\_

X7.2.12.5 Will spring brake system incorporate emergency/parking brakes on both rear axles?  YES  NO

X7.2.12.6 Is desiccant-type air dryers w/automatic purge valve/thermostatically controlled heater?  YES  NO

**X7.2.12.7 Air compressor \_\_\_\_\_ CFM**

X7.2.13 Will wheels be hub piloted steel disc?  YES  NO

X7.2.14 Tires:

X7.2.14.1 Single front: \_\_\_\_\_

X7.2.14.2 Dual rear: \_\_\_\_\_

X7.2.15 Steering: \_\_\_\_\_ integral hydraulic power steering?  YES  NO

X7.2.16 Undercarriage Cab:

X7.2.16.1 Is one man, left-hand mounted, isolated from frame on rubber mounts, National Cush-N-Air fully adjustable air ride suspension or equal?  YES  NO

X7.2.16.2 Is T-Bar seat, adjustable front and back with air ride?  YES  NO

X7.2.16.3 Is tinted safety glass windows provided?  YES  NO

X7.2.16.4 Will both right/left side glasses be capable of being opened for operator comfort, either sliding or crank type?  YES  NO

X7.2.16.5 Cowl ventilator?  YES  NO

7.2.16.6 Acoustical lining?  YES  NO

X7.2.16.7 Sun visor?  YES  NO

X7.2.16.8 Fire extinguisher?  YES  NO

- X7.2.16.9      Seat Belt? \_\_\_ YES \_\_\_ NO
- X7.2.16.10     Will AC/heater, defroster be manufacturers heavy duty system? \_\_\_ YES \_\_\_ NO
- X7.2.16.11     Will air horns be in front and rear cabs? \_\_\_ YES \_\_\_ NO
- X7.2.17      Undercarriage Lights:
- X7.2.17.1      Sealed beam headlights? \_\_\_ YES \_\_\_ NO
- X7.2.17.2      Tail lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.3      Back-up lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.4      Stop lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.5      Identification light clusters front and rear? \_\_\_ YES \_\_\_ NO
- X7.2.17.6      Directional signals? \_\_\_ YES \_\_\_ NO
- X7.2.17.7      4-Way hazard lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.8      Clearance lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.9      Instrument lights? \_\_\_ YES \_\_\_ NO
- X7.2.17.10     Dome light? \_\_\_ YES \_\_\_ NO
- X7.2.17.11     Strobe light: \_\_\_\_\_ on carrier and upperstructure cab? \_\_\_ YES \_\_\_ NO
- X7.2.18      Gauges (Undercarriage):
- X7.2.18.1      Oil pressure with safety shut down for low oil pressure? \_\_\_ YES \_\_\_ NO
- X7.2.18.2      Water temperature with safety shut down for high temperature? \_\_\_ YES \_\_\_ NO
- X7.2.18.3      Dual air tank pressure? \_\_\_ YES \_\_\_ NO
- X7.2.18.4      Fuel gauge? \_\_\_ YES \_\_\_ NO
- X7.2.18.5      Voltmeter? \_\_\_ YES \_\_\_ NO
- X7.2.18.6      Speedometer and odometer? \_\_\_ YES \_\_\_ NO
- X7.2.19      Is windshield washer/wiper heaviest duty with intermittent feature both structures? \_\_\_ YES \_\_\_ NO
- X7.2.20      Heated wide angle rear view mirror system w/plane/convex mirrors left/right? \_\_\_ YES \_\_\_ NO



- X7.2.21 Will wheel and axle wrenches be provided?  YES  NO<sup>32</sup>
- X7.2.22 Hydraulic Remote Control:
- X7.2.22.1 Is undercarriage powered by upper structure engine through hydraulic motor and PTO on transmission?  YES  NO
- X7.2.22.2 Is travel and steering pedals in upper structure cab?  YES  NO
- X7.2.22.3 Is digging brakes/front axle lockout cylinders set auto w/travel pedal in neutral?  YES  NO
- X7.2.22.4 Is emergency and parking brakes controlled by toggle?  YES  NO
- X7.2.22.5 Is undercarriage engine off when hydraulic remote control is in use?  YES  NO
- X7.2.22.6 Is electrically operated alarms mounted on undercarriage signal remote control movement in either direction?  YES  NO

X7.3 Upper Structure Engine:

- X7.3.1 Manufacturer: \_\_\_\_\_ standard diesel for model bid?  YES  NO
- X7.3.2 Will engine provide adequate horsepower and torque to operate hydraulic system at maximum efficiency?**  YES  NO
- X7.3.3 12 volt starter manufacturers heavy duty?  YES  NO
- X7.3.4 Is alternator 80 AMP with internal regulator?  YES  NO
- X7.3.5 Is brush guard on radiator grille?  YES  NO
- X7.3.6 Is two-stage dry-type air cleaner with service indicator?  YES  NO
- X7.3.7 Is spin-on fuel filter and water separator?  YES  NO
- X7.3.8 Fuel tank capacity: \_\_\_\_\_ minimum of 12 hours continuous operation?**  YES  NO
- X7.3.9 Hydraulic System:
- X7.3.9.1 Is piston or gear variable flow type pump with sufficient pressure and flow to operate all functions at peak efficiency?**  YES  NO
- X7.3.9.2 Does hydraulic oil capacity include reservoir with sufficient capacity to maintain oil temperature within manufacturers recommended safe operating range and be equipped with sight gauge?**  YES  NO
- X7.3.9.3 Four (4) double acting cylinders?  YES  NO

- X7.3.9.4 Two (2) boom hoist?  YES  NO
- X7.3.9.5 Two (2) hydraulic motors swing tilt or rotary actuator system for tilt  YES  NO
- X7.3.9.6 Will operating pressures conform to manufacturer's published chart as shown on specification data sheet?  YES  NO
- X7.3.9.7 Is oil capacity sufficient to operate all systems without detection of excessive heat?  YES  NO
- X7.3.9.8 Is hydraulic oil cooler provided in system?  YES  NO
- X7.3.10 Filtration System:
- X7.3.10.1 Is manufacturers heaviest duty filtration system to be provided?  YES  NO
- X7.3.10.2 Condition indicators mounted in an area of high visibility for operator/service personnel?  YES  NO
- X7.3.10.3 Is strainer on by-pass?  YES  NO
- X7.3.10.4 Magnet clusters?  YES  NO
- X7.3.10.5 Is air filter on reservoir breather?  YES  NO
- X7.3.10.6 Is in-line filter with condition indicator in pilot circuit?  YES  NO
- X7.3.10.7 Is pump relief valves and circuit valves in all circuits?  YES  NO
- X7.4 Upper Structure Cab:
- X7.4.1 Will have all weather cab with tinted safety glass, sky light, acoustical lining?  YES  NO
- X7.4.2 Is three- way adjustable operator's seat manufacturers fully adjustable suspension?  YES  NO
- X7.4.3 Fire extinguisher?  YES  NO
- X7.4.4 Is AC, heater, and defroster manufacturers heaviest duty system available?  YES  NO
- X7.4.5 Is front window removable stored in cab?  YES  NO
- X7.4.5.1 Is CB radio with coax and antenna installed in cab?  YES  NO
- X7.4.6 Controls:
- X7.4.6.1 Will have two (2) hydraulic joysticks (hoist and bucket, telescope and swing)?  YES  NO
- X7.4.6.2 Will have one (1) rocker switch tilt control?  YES  NO

- X7.4.6.3 Will have two (2) rocker pedals for hydraulic remote control of under-carriage steering, travel and digging brake?  YES  NO
- X7.4.6.4 Is joysticks/pedals self-centering when controls are released, power for movement disengages/swing/ travel brakes set automatically?  YES  NO
- X7.4.6.5 Engine Controls:
  - X7.4.6.5.1 Throttle?  YES  NO
  - X7.4.6.5.2 Is oil pressure gauge with safety shut down for low pressure provided?  YES  NO
  - X7.4.6.5.3 Is water temperature gauge with safety shut down for high temperature provided?  YES  NO
  - X7.4.6.5.4 Fuel gauge?  YES  NO
  - X7.4.6.5.5 Voltmeter?  YES  NO
  - X7.4.6.5.6 Is hour meter from engine operation, not key switch?  YES  NO

X7.5 Excavator Operating Ranges (all ranges approximate):

- X7.5.1 Surface reach: \_\_\_\_\_ feet
- X7.5.2 Digging depth \_\_\_\_\_ feet \_\_\_\_\_ inches
- X7.5.3 Travel height boom in rack with bucket: \_\_\_\_\_ feet
- X7.5.4 Overall width \_\_\_\_\_ feet
- X7.5.5 Overall length \_\_\_\_\_ feet \_\_\_\_\_ inches

X7.6 Will all lift capacities over rear or side conform to all SAE standards not exceed 87% of hydraulic capacity or 75% of tipping capacity load/radius to conform with manufacturer's published chart as shown on specification data sheet?  YES  NO

X7.7 Work Lights:

- X7.7.1 Are two (2) flood lights on side of boom?  YES  NO
- X7.7.2 Are four (4) flood lights on top of upper structure cab and two (2) flood lights on left front upperstructure shrouding?  YES  NO

X7.8 Attachments:

X7.8.1 Is one ditch cleaning bucket 60 inches wide at cutting edge/tapers to 36 inches wide at rear of bucket with \_\_\_\_\_ cubic yard capacity/heavy duty constructed of T-1 steel?  YES  NO

X7.8.2 Excavating bucket 5/8 cubic yard capacity: \_\_\_\_\_ inch heavy duty constructed of T-1-steel?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

X7.9 Is toolbox conveniently mounted on unit for adequate storage of tire tools, grease gun, etc.?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

X7.10 Paint:

X7.10.1 Will cab exterior and interior be painted manufacturers standard white? \_\_\_\_\_ YES \_\_\_\_\_ NO

X7.10.2 Will chassis be painted manufacturers standard black? \_\_\_\_\_ YES \_\_\_\_\_ NO

**X7.11 Will unit met OSHA Act or 1970/subsequent amendments as specified in specification 7.11?**  
\_\_\_\_\_ YES \_\_\_\_\_ NO

X7.12 Will unit met advertising as specified in specification 7.12? \_\_\_\_\_ YES \_\_\_\_\_ NO

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

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

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

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

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

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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