State of South Carolina

INVITATION FOR BID

AMENDMENT 3

Solicitation Number:	**5400004309**
Date Issued:	6-28-2012
Procurement Officer:	CHERYL PATRICK
Phone:	803-737-5717
E-Mail Address:	CPatrick@mmo.sc.gov

RECEIVED
JUL 17 2012
Materials Management Office

DESCRIPTION: **STATEWIDE CONTRACT – BACKHOES & MOTOR GRADERS**

USING GOVERNMENTAL UNIT: **STATEWIDE TERM CONTRACT**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS: Capitol Center
Materials Management Office PO Box 101103 Columbia SC 29211	Materials Management Office 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **07/17/2012 - 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~**06/26/2012 10:30 AM (Questions Limited to Amended Parts Only)**~~

NUMBER OF COPIES TO BE SUBMITTED: **THREE (3) COMPLETE SETS** - 1 ORIGINAL & 2 COPIES CLEARLY MARKED "COPY" - {**No Online Bidding**}

CONFERENCE TYPE: ~~**PRE-BID**~~ DATE & TIME: ~~**06/12/2012 10:30AM**~~ (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit"	LOCATION: ~~**CAPITOL CENTER**~~ ~~**Materials Management Office**~~ ~~**1201 Main Street, 6th Floor Conf. Room**~~ ~~**Columbia, SC 29201**~~

AWARD & AMENDMENTS	Award will be posted on **07/31/2012**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calenda days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR ASC Construction Equipment USA, Inc. (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, th entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE Thomas E. Moore (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		TAXPAYER IDENTIFICATION NO. 20-1862082 (See "Taxpayer Identification Number" provision)
TITLE Regional General Manager (business title of person signing above)		STATE VENDOR NO. 7000056458 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Thomas E. Moore (printed name of person signing above)	DATE SIGNED 7/16/2012	STATE OF INCORPORATION Delaware (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

X Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
9115 Harris Corners Parkway, Suite 450 Charlotte, NC 28269	2303 Airport Blvd. Cayce, SC 29033 803-791-0740 803-791-9920 Area Code - Number - Extension Facsimile Tom.moore@ascvolvo.com E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___Payment Address same as Home Office Address X Payment Address same as Notice Address **(check only one)**	___Order Address same as Home Office Address X Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	6-19-2012	2	6-27-2012	3	6-28-2012		
	JLM		JLM		JLM		

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___Calendar Days (%)
	∅	∅	∅	∅

PREFERENCES -

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE B ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

___In-State Office Address same as Home Office Address
X In-State Office Address same as Notice Address **(check only one)**

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THE SUBMIT OFFER BY DATE HAS BEEN EXTENDED TO:

JULY 17, 2012.

THE AWARD POSTING DATE HAS BEEN EXTENDED TO:

JULY 31, 2012.

IMPORTANT NOTICE: To be consistent with the manner in which equipment amendments have been processed in the past, the state has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement.

*****Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.*****

In an effort to assist your review of the amendment, we have endeavored to highlight changes. Changes made by SCDOT are highlighted in red. Changes made by MMO are highlighted in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

I. SCOPE OF SOLICITATION

It is the intent of MMO to establish statewide term contracts for Heavy Duty Motor Graders and Backhoes (Medium, Heavy Duty and Super Duty). These contracts may be used by State Agencies and political subdivisions in South Carolina. This is a one-year contract with two additional one-year renewal options. The maximum potential contract period is 3 years. ~~We anticipate awarding up to 3 contracts per line item.~~ No manufacturer will be awarded more than one contract per line item. The intention is to provide flexibility to contract users while promoting salutary competition.

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed above. [01-1015-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 08/06/2012 - End date: 08/05/2015. **Dates provided are estimates only**. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

VENDOR REGISTRATION

To respond you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: http://www.procurement.sc.gov/. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user ID and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 2
Monday – Friday 8:00 AM – 4:30 PM EST

Other vendor instructions found at http://www.procurement.sc.gov/ include:

- Vendor Registration Guide
- How do I Respond to A Solicitation - Interactive Document
- How do I Respond to A Bid with Complex Pricing Line Items
  How do I Respond to A Bid with Complex Pricing – Price Scale

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget & Control Board.
BUYER means the Procurement Officer.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.htm . The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.htm [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
[02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.***
[02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages **(unless submitted by electronic means)** - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on

the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm. [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

~~CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)~~ ****INTENTIONALLY DELETED****

~~Pre-Bid/Proposal Conference Date and Time: 06/12/2012 – 10:30 AM~~
~~Location of Pre-Bid/Proposal Conference:~~

~~CAPITOL CENTER BUILDING~~
~~Materials Management Office~~
~~6TH FLOOR CONFERENCE ROOM~~
~~1201 Main Street, Suite 600~~
~~Columbia, SC 29201~~

~~Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]~~

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

****Please see Section IV, "Information for Offerors to Submit" for more information on required literature.**

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . *ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.* **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

NOTE: The preferences statute does not apply where the unit price of an item exceeds $50,000 or the total potential value of the contract exceeds $500,000.

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us ,
(b) by facsimile at 803-737-0639 , or
(c) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY/PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE – BY PURCHASE ORDER (JANUARY 2006)

All items shall be delivered within the number days after receipt of purchase order (ARO) as specified in the bid Questionnaire.

QUALITY – NEW (JAN 2006)

All items must be new. [03-3060-1]

SPECIFICATIONS & QUESTIONNAIRES

SPECIFICATIONS FOR MOTOR GRADER, HEAVY, ARTICULATED

SCDOT Spec. No. 0099.13 – 03/31/2012

1. **DESCRIPTION**: The motor grader shall be a heavy-duty, articulated frame, tandem-drive type, mounted on six pneumatic tires. It shall be designed for ditching, sloping, bank cutting, grading, scarifying, and snow removal. It shall be suitable for mounting a hydraulic, rear-mounted sloper attachment. Unit shall meet all applicable requirements of OSHA, EPA, and ASHTO standards. Units supplied to this specification shall meet or exceed these requirements.

2. **GENERAL**: Each unit shall be new, and of the latest design of a model in current production or an update of an existing model. Each unit shall be furnished with identical equipment, options and features. It shall be furnished completely assembled, fully serviced, and ready for immediate operation. The right is reserved to reject any and all bids proposing to furnish equipment, which, in the opinion of the Department's engineers and/or staff, is not satisfactory for the Department's use in the proposed application.

3. **OPERATING WEIGHT**: Minimum 30,950 lbs., as bid, without tire ballast or additional counterweights, less scarifier and front blade.

4. **DIMENSIONS:**
   - 4.1. Wheelbase shall not exceed 20' 7".
   - 4.2. Overall height of grader with warning light installed should not exceed 138 inches.
   - 4.3. Overall height for transport on a 24-inch high lowboy deck with a 22' load concentration length shall not exceed 13ft 6 inches.
   - 4.4. Overall width shall not exceed 8 feet 6 inches with blade angled.
   - 4.5. Overall length shall not exceed 30 feet.
   - 4.6. Turning radius shall not exceed 25 feet to outside of front tire with articulated frame.

5. **ENGINE:** The unit shall have a heavy-duty, water-cooled, Tier IV or Interim Tier IV **certified** diesel engine with net SAE horsepower of at least 140 and not greater than 160. It is permissible for the manufacturer to program the engine control computer at the factory to limit max horsepower at 160 hp to meet this requirement. The engine shall be equipped, as a minimum, as follows:
   - 5.1. Electrical system, with alternator, starter, voltage regulator, and heavy-duty battery(s).
   - 5.2. Electronically controlled or governor.
   - 5.3. Air cleaner, heavy-duty, two-stage, dry-type with restriction indicator.
   - 5.4. Oil and fuel filter/water separator heavy-duty with replaceable elements.
   - 5.5. Heavy-duty radiator and cooling system.
   - 5.6. Fuel tank, of sufficient capacity for 8 hours run time and fuel gauge.
   - 5.7. Muffler and exhaust pipe of sufficient length to exhaust fumes away from the operator's cab. If muffler is of a vertical design, exhaust pipe shall prevent rain from directly entering the exhaust system and prevent air from rotating turbocharger when the equipment is being transported.
   - 5.8. Key switch or **digital keypad**.
   - 5.9. Hourmeter, electric, with oil pressure or alternator switching device, with reading output up to 9,999.9 hours.
   - 5.10. Hand and foot throttle or for the hand a mechanism that is capable of controlling engine acceleration (increase, decrease and hold).

5.11. Oil pressure gauge or low pressure indicator.
5.12. Coolant temperature gauge or high temperature indicator.
5.13. Engine warning system with audible and visible signal to warn of low oil pressure and high coolant temperature.
5.14. An electronic display system that incorporates the above indicators, gauges and annunciators is acceptable.

6. **FUEL SYSTEMS:** For Diesel powered vehicles and equipment, fuel system components and diesel engines shall be compatible with B20 bio-diesel blends, minimum. For gasoline powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum.

7. **STEERING RANGE:** Articulated frame with minimum of +/- 20 degrees movement, hydraulically operated. Front wheels shall have power steering, hydraulic lean, and oscillating axle.

8. **TRANSMISSION:** Transmission, heavy-duty, multiple speed, powershift type. A single lever or switch shall control forward and reverse travel. Minimum travel speed in either forward or reverse shall be at least 20 mph and minimum travel speed in reverse shall be at least 17 mph.

9. **TANDEM DRIVE**: Rear axle shafts shall be full floating, carrying no grader weight. If chain drive is provided, minimum pitch shall be l 1/4 inches. Differential lock/unlock feature shall be furnished. The tandem rear axles shall provide four (4) wheel drive. A full differential (no-spin) may be furnished in lieu of the lock/unlock feature.

10. **HYDRAULICS:** The grader shall be designed with full hydraulic controls for operating the circle, moldboard, and blade. Controls shall provide for blade lift, blade pitch (tilt), blade shift, blade rotation, and blade float. System will include closed center, pressure and flow compensated piston-type main pump and filter with replaceable element and relief valves. All hydraulic circuits will include lock valves to prevent cylinder drift.

11. **BRAKES:** Foot-operated, power-assisted brakes shall act on the four rear wheels. Parking brakes shall be provided.

12. **BLADE ASSEMBLY**: The grader shall be equipped with a heavy-duty, reinforced moldboard approximately 12 feet in length, 23 inches in height, and 0.87 inch thick.
12.1. The minimum bank-cutting angle shall be at least 90 degrees, right and left sides.
12.2. Blade angle shall be hydraulically adjustable.
12.3. The moldboard shall be equipped with renewable end bits and blades and shall be punched for blade mounting in accordance with SAE J-739 and SAE J-740.
12.4. Horizontally positioned blade clearance above ground shall be at least 16.5 inches.
12.5. Blade cutting depth shall be at least 28 inches.

13. **CIRCLE:** The grader shall be equipped with a minimum 60 inch circle supported on replaceable wear plates with adjustable shims and shall include circle turn overload protection.

14. **TIRES**: Tires shall be **radial, in sizes** 14.00R24 or 17.5R25, tubeless, mounted on interchangeable rims of suitable width with multi-piece demountable rims. Total combined load rating of the tires and wheels shall exceed the maximum axle load anticipated during operations. Load ratings shall be determined by reference to the current yearbook of the Tire and Rim Association, Inc., or the manufacturer's published load rating.

15. **EQUIPMENT**: The unit shall be complete with all standard accessories normally furnished. In addition, equipment shall be furnished as follows.
    15.1. Unit to meet applicable OSHA and SAE requirements.
    15.2. Driving Lights: Two headlights, two red taillights, brake lights, turn signals, markers and hazard warning lights.
    15.3. Two front and two rear work lights mounted on top portion of ROPS cab, switch controlled from the operator's station.
    15.4. STAR Headlight and Lantern Model S5199AC strobe light(s) with brush guard(s) mounted as necessary, to provide 360 degree visibility without obstructing the view of the operator.
    15.5. ROPS cab, full and integral type, providing roll-over protection. Standard equipped with, but not limited to, the following:
        15.5.1. Cab air conditioner, heater and defroster systems. Air intake shall not draw equipment exhaust gasses into cab enclosure.
        15.5.2. Windshield wipers and washers on both front and rear windows shall be provided.
        15.5.3. Tinted safety or shatterproof glass, with sliding or pop-out windows for fresh air and front window sun visor. Use of a clear 3M S80 or S400 safety and security film to meet this requirement is acceptable.
        15.5.4. Sound suppression to meet OSHA requirements measured in accordance with current SAE J-1166.
        15.5.5. Adjustable spring-cushioned, upholstered or vinyl seat and back rest with seat belt.
        15.5.6. Rear view mirrors, left outside mounted. Mirror shall be mounted on breakaway brackets to reduce damage from low-hanging limbs, etc.
        15.5.7. Cab dome light
        15.5.8. Cab pressurizer complete with filter.
        15.5.9. Cab floor shall be equipped with a one-piece, form fitting, rubber mat or coated with a skid-resistant material.
        15.5.10. Cab design and layout shall allow full unrestricted visibility.
        15.5.11. 12 VDC accessory power terminal to power 2-way radio and other accessories.
        15.5.12. Steering mechanism and instrument gauges.
        15.5.13. Rearview Mirrors, mounted inside.
    15.6. Non-skid access steps and grab handles.
    15.7. Slow Moving Vehicle (SMV) Identification Emblem, meeting requirements of the current SAE J943 Standard, and mounted in accordance with the standard. Emblem shall not be mounted on or cover any portion of the radiator guard.
    15.8. Horn.
    15.9. Back-up alarm 107dB and permanently marked as such.
    15.10. Vandal protection including battery and engine compartment and fluid fill caps not protected by a lockable panel. Locks to be keyed alike.
    15.11. Towing hitch in rear.
    ~~15.12.~~ Lockable tool box.
    15.13. ~~**Front mounted push block.**~~ **(deleted).**
    15.14. Transmission oil temperature gauge and bottom guard.

16. **EQUIPMENT OPTIONAL**: Where required in the bidding schedule, units shall be furnished with the following optional equipment: (All attachments to come with float and locking ride positions, as well as any necessary ballast, hydraulics or controls necessary for operation.)
    16.1. Add for front-mounted scarifier with full set of shanks, hydraulically operated.
    16.2. **Add for mid-mounted scarifier with full set of shanks, hydraulically operated.**
    16.3. Optional equipment additions, deletions and/or substitutions of equipment in accordance with special conditions of the bid invitation (allows purchasing of units from the term contract with various option combinations at manufacturer's current list price less a discount to be specified.)

17. **EQUIPMENT TRANSPORT**: Each unit shall be provided with the following:
    17.1. The operating weight of the unit (in pounds) as delivered, including standard equipment and all specified options and with full fluid capacities, shall be stenciled in two inch high black letters/numerals on each side of the machine in a conspicuous location.
    17.2. Four tie-down points for safely securing the unit during trailer transport. One tie-down point shall be located as close as practicable to each of the unit's lower four corners. The tie-down points shall have an aggregate rated strength of at least one and one-half times the unit's gross weight. If lashing (D) rings are provided, the rings shall accommodate a 1/2 inch (13 mm), grade 80, grab hook.
    17.3. The weight centerline, computed with full fuel tank and bucket resting on the ground, without operator, shall be clearly marked on each side of the unit with a green vertical line approximately 3 inches wide and 5 inches high. (This is for safe loading on trailers).

18. **TRAINING**: In conjunction with delivery of the first unit, the successful bidder shall conduct a minimum one-day school on the safety, operation, maintenance, and diagnostics of the unit by factory trained expert personnel at the SCDOT Equipment Depot or at their facility in South Carolina. In addition and for each subsequent unit, the successful bidder will conduct a minimum one day school in the county where the unit is to be assigned with the Department's operator(s) and service personnel, after the equipment has been delivered to the county where it is to be assigned.

19. **TRAINING MATERIALS**: In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (DVD format preferred).

20. **MAINTENANCE**: Access to replacement filter elements for air, fuel, hydraulics, engine oil, lubricants, as well as replacement tires is critical to the operational success of any agency As a result, on the questionnaire vendors will be asked for the make, size or type of element/tire as well as brand and type of lubricant for engine oil, hydraulic fluid, gear oil, and grease

    Note: All threaded fasteners, hydraulic fittings, belts, hoses, and electrical fasteners shall be metric or U.S., and shall meet one or more of the following standards, SEA, JTC, DIN, ISO, UNC, UNF, NPTF.

21. **SERIAL NUMBER**: Each unit shall be provided with a manufacturer's serial number, unique to each unit, permanently attached by plate or engraving, and easily identified. The serial number shall be used by the Department and the manufacturer to identify units for recall, to aid in the recovery of stolen units, to establish ownership, and for other similar reasons. For trailers, vehicles, and trucks, serial number shall contain 17 characters and shall conform to Federal vehicle identification numbering standards (49 CFR 565).

22. **DATA PLATE**: A data plate shall be attached to each unit indicating serial number and model using block lettering. Permanent plaques mechanically attached are preferred to decals

23. **SAFETY PLAQUES OR DECALS**: Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques mechanically attached are preferred to decals. Type, size and location of product safety plaques or decals shall be in accordance with current ANSI Z535.4, or latest revision thereto.

24. **COLOR**: The majority of areas to be painted or powder coated shall be cleaned and primed prior to application of the finish paint. Paint and primers used shall be lead-free.
    24.1. Serial and data plates shall be protected from being painted over. All manufacturers' standard warning, safety, instructional, and identification decals shall be provided, however, there will be no vendor or dealer identification or advertising decals allowed.
    24.2. Each unit shall be thoroughly cleaned and prime coated with a rust preventative and painted or powder coated the manufacturer's standard industrial yellow or the South Carolina Department of Transportation's standard yellow (Fed Standard 595 yellow 3538 or 3655, latest edition). Finish coat shall be first quality.

25. **WARRANTY**: The complete unit shall be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. The engine and powertrain, including electronic, electromechanical, mechanical, hydraulic, and electrohydraulic components, shall be warranted for **3000 hours or 60 months, whichever comes first.** The warranty start date shall be based on the unit's in-service date as established by its issue from the Department's Equipment Depot to the using field custodian, and the vendor shall perform all the administrative work necessary to accomplish this following notification by the Department.
    25.1. The unit shall be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates needed to receive warranty repairs at a dealership.
    25.2. In the event there is not an authorized parts and service dealership within a reasonable distance of the unit's place of assignment, there shall be a procedure for the Department to make a claim for recovering the cost of parts, labor, and shipping/transport charges incurred in performing repairs which otherwise would have been covered by the warranty. Instructions and forms needed for warranty claims should be attached to the bid.
    25.3. The bidder shall also be a factory-authorized parts, service and warranty facility; although the bidder is not necessarily required to be within South Carolina.
    25.4. Each bidder shall attach to their bid a list of factory-authorized parts, service and warranty locations available within South Carolina.
    25.5. Sixty (60) days after delivery, the local dealer's service personnel shall field inspect each unit to insure proper operation and condition.

26. **DELIVERY**: These specifications are intended for use in establishing a statewide term contract for use by all State agencies and local public procurement units within the geographic limits of the State of South Carolina. The primary ordering agency is the South Carolina Department of Transportation, and all deliveries to this agency must be made to the Equipment Depot, 1500 Shop Road, Columbia, S.C. 29201. SCDOT reserved the right to require the vendor and/or shipper to assist unloading shipments. This especially applies to shipments in enclosed semi-trailers or trucks where a yard-type forklift cannot access the load from three sides of the semi-trailer or truck. Deliveries on flat bed semi-trailers, drop deck semi-trailers, or flat bed truck are preferred over deliveries in enclosed trucks or trailers.

27. **ACCEPTANCE INSPECTION**: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Performance testing may not occur until after the equipment is issued to the using field custodian and placed in-service (coincides with the warranty start date). The vendor will be notified of any units not delivered in full compliance with the purchase order specifications.

28. **SERVICE POINT ACCESSIBILITY**: All lubrication and frequent service items shall be readily and easily accessible to the operator/technician. Accessibility shall include ground level fueling.

29. **SERVICE FACILITIES**: Each unit must have product support available in the form of authorized sales, parts, service, and training personnel located within South Carolina or within a reasonable distance of all potential sites. A reasonable distance is one that can be traveled by a technician in a service truck in less than three (3) hours driving time.

30. **SERVICE LITERATURE**: Service literature shall include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. CD format is preferred (documents in .pdf format) and should be furnished when available, except for the equipment operator manual that stays with the equipment. This service literature shall be complete and cover the entire unit, to include engines and transmissions. The right is reserved to require a bidder to furnish one complete set of service literature to be used for bid evaluation. Service literature which is considered inadequate by the Department's engineers and/or staff may be cause for the rejection of a bid.
    30.1. Performance in this contract requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual concurrently with delivery of each unit.
    30.2. Performance in this contract requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

31. **SALES LITERATURE, SPECIFICATIONS, AND QUESTIONNAIRE**: It is the bidder's responsibility to ensure sales literature, specifications, questionnaire, and deviations (if any) submitted with the bid are accurate, complete and sufficiently clear as these will be used to evaluate the bid.
    31.1. Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the Department's engineers and/or staff to properly evaluate the bid.
    31.2. Each bidder shall attach to his bid a completed questionnaire.
    31.3. Any deviation from these specifications must be clearly pointed out; otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

32. **RADIO NOISE SUPPRESSION**: The vehicle is to be used as a governmental fleet vehicle and will have an approximately 100 watt mobile (two-way) radio installed, operating on frequencies designated by the FCC for use in the Public Safety Radio Service (47 CFR 90). The vehicle shall be fully compatible with the above radio installation and vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio, and the radio transmitting and receiving shall not interfere with the vehicle component or equipment operation.

QUESTIONNAIRE – MOTOR GRADER

(To be completed and returned with bid)

MAKE Volvo MODEL G930B

OPERATING WEIGHT (as bid): 34,520 Lbs.

DIMENSIONS:

Overall Length 29 Ft 3 Inches
Overall Width (with blade angled) 8 Ft 3 Inches
Overall Height 10 Ft 7 Inches
Overall Transport Height when
loaded on a 24-inch high lowboy deck 12 Ft 7 Inches
Wheelbase 8 Ft 8 Inches

ENGINE: Make Volvo Model D8HGBE4

Tier IV **Certified?** X Yes _____ No

Net Horsepower: 160 Number of Cylinders: 6
per Engine Section 5 page 16

Hand and Foot Throttle? ✓ Yes _____ No

Voltage: X 24 _____ 12

Battery(s): (2) Volt - (195RC) Number 1125 CCA

Alternator: 110 Amps

Is the engine approved to run on B20 blended fuel? X Yes _____ No

Fuel tank of sufficient capacity for 8 hour run time? X Yes _____ No

Can the fuel tank be filled from the ground? X Yes _____ No

STEERING:

Articulation Angle +/- 23 Degrees

Turning Radius 23 Ft 10 Inches

Tire Size 14" Brand 14.00 R24 Bridgestone VUT

TRANSMISSION:

Make Volvo Model HTE840 8-Speed
Type: X Powershift _____ Autoshift _____ Hydrostatic

Number of Forward Gears: 8

Number of Reverse Gears: 4

Forward Travel Speed 28.3 MPH

Reverse Travel Speed: 20 MPH

MOLDBOARD:

Width 25 (Inches) Length 144 (Inches) Thickness .87 (Inches)

Maximum Height Clearance when Horizontally Positioned above Ground 17.5 (Inches)

Cutting Depth 31 (Inches)

Maximum Bank Cutting Angle (Left and Right) 90 Degrees

Hydraulically controlled blade positioning? X Yes _____ No

Number of blade positions? 7

BRAKES:

Foot-operated? X Yes _____ No
Power-assisted ? X Yes _____ No
Parking Brake? X Yes _____ No

REPLACEMENT PARTS (List manufacturer and part number):

Air filter Volvo Part # VOE 11111022 (Engine) or VOE 11172907 (Transmission)
Oil filter Volvo Part # VOE20998807
Fuel filter/water separator Volvo Part # VOE11110683
Hydraulic filter Volvo Part # VOE12743408
Transmission filter Volvo Part # VOE11037868

SERVICE LITERATURE (List title and manufacturer's part number for each manual to be furnished):

Complete Service Manuel
Part # Pub20022 7APM

LUBRICANTS (List SAE grade and API classification, as needed for South Carolina conditions, and list manufacturer and product name):

Engine oil Volvo VDS-4, Volvo Ultra Diesel Engine Oil, SAE 15W-40 Part # VOE15120
Transmission fluid Volvo Automatic Transmission Fluid AT102 Part # VOE15143347
Hydraulic oil Volvo Super Hydraulic Oil ISO VG46 HV Part # VOE11706210
Differential oil Volvo Wet Brake Transaxle Oil WB102
Brake fluid Mobile Aero HF

WARRANTY (Describe): Next Page

Warranty: Volvo 12 month ~~1500 hour~~ 1500 hour Standard Warranty with extended 60 month/ 3000 hour EPG Premier Warranty. All as per Warranty section 25 page 20.

Describe in detail how the provisions of section 25.2 of the Specifications will be applied if applicable. Attach additional pages as needed. Since there are 3 locations in SC and 2 locations bordering SC that are authorized parts / service / warranty for Volvo, all claims will be taken care of and accomplished per section 25.4 page 20.

TRAINING AND TRAINING MATERIALS (Describe): Training will be provided by qualified Volvo and ASC personnel. CD : DVD training film for operator and safety will be provided.

GENERAL:
Where is unit manufactured? Shippensburg, Pennsylvania
When will current production period end? No model change anticipated
What is model number of the succeeding unit? G930B
How many authorized dealers in South Carolina? 1 with 3 locations
Does this unit meet full OSHA requirements? Yes

DELIVERY:
Number of days ARO? 90 - 120 Days

MULTIPLE UNIT DISCOUNT
Additional discount for quantities of four or more shipped to one location: N/A **%**

END OF MOTOR GRADER SPECIFICATIONS & QUESTIONNAIRE

Construction Equipment USA, INC.

07/16/2012

Materials Management Office
PO Box 101103
Columbia, SC 29211

SCDOT Solicitation Number: 5400004309
Section: 25.4

Factory Authorized Parts, Service, and Warranty Locations

South Carolina Branches

Columbia

2303 Airport Blvd.
Cayce, SC 29033
Phone: (803) 791-0740
Fax: (803) 791-9920

Charlotte

11425 Reames Rd.
Charlotte, NC 28269
Phone: (704) 596-8283
Fax: (704) 596-1362

Piedmont

407 Oak Road
Piedmont, SC 29673
Phone: (864) 704-1060
Fax: (864) 704-1069

Savannah

1627 Dean Forest Road
Savannah, GA 31408
Phone: (912) 964-8079
Fax: (912) 964-9515

Charleston

7235 Cross County Road
N. Charleston, SC 29418
Phone: (843) 414-1120
Fax: (843) 414-1129

VOLVO

Volvo Construction Equipment North America

Warranty – Disclaimers – Limitations
Limited Warranty

Volvo Construction Equipment North America ("Volvo CE") hereby extends to its authorized dealers ("Dealer") and the Dealer's end-use customers ("Customer", and both Dealer and Customer are referred to herein as a "Buyer"), who purchase a new Volvo construction equipment machine ("Machine") or new Volvo part ("Part", both of which are referred to herein as a "Product") from Volvo the following limited warranty:

Subject to the exceptions and limitations set forth below, Volvo CE or Dealer will repair or replace any part of a new Machine or new Part which proves to be defective in material or workmanship during the following periods (the "Warranty Period"):

Volvo wheel loaders: 12 months/1500 hours, whichever first occurs
Volvo articulated haulers: 12 months/1500 hours, whichever first occurs
Volvo hydraulic excavators: 12 months/1500 hours, whichever first occurs
Volvo motor graders: 12 months/~~1500 hours~~, whichever first occurs
Volvo compactors: 12 months/1500 hours, whichever first occurs
24 month unlimited hours on DD90 and larger compactors
Volvo pavers: 12 months/1500 hours, whichever first occurs
24 month unlimited hours on 6000 series pavers
Volvo milling: 12 months/1500 hours, whichever first occurs
Volvo compact wheel loaders (up to 100 net hp.): 12 months/unlimited hours
Volvo skid steer loaders: 12 months/unlimited hours; Lifetime arm for one-sided
Volvo compact hydraulic excavators (less than 11 metric tons): 12 months/unlimited hours
Volvo backhoe loaders: 12 months/unlimited hours
Volvo engines: 12 months/2500 hours, whichever first occurs
Volvo parts: 6 months/1500 hours, whichever first occurs
Volvo remanufactured components: 12 months/2500 hours, whichever first occurs
Volvo Hammer: 12 months

The Warranty Period commences immediately following the delivery of said Product to the Buyer who first puts said Product into use. The foregoing limited warranty shall include the labor cost to accomplish the repair or replacement of the defective part provided that the repair or replacement was performed by a Dealer.

The foregoing warranty does not cover: (i) any Product found to have been damaged by abuse, accident, other casualty or a failure to maintain or use the warranted Product in accordance with the applicable manuals or instructions (Buyer is required to use only original equipment manufacturer filters during the Warranty Period); (ii) the labor costs to repair or replace defective Parts after the expiration of the Warranty Period of the Machine in which such Part is located; (iii) overtime labor premiums; (iv) costs and expenses associated with the transportation of Dealer's service personnel to and from the location of the warranted Product; (v) any parts, components, attachments or accessories for which Buyer receives a separate warranty by the manufacturer or producer thereof (in specified cases said warranty may be administered by Volvo CE); (vi) maintenance items or ground engaging parts that have achieved their normal service life.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES

THE FOREGOING WARRANTY TO BUYER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES AVAILABLE TO BUYER ARE LIMITED TO MAKING A CLAIM UNDER THE FOREGOING WARRANTY AND ARE EXCLUSIVE AND EXPRESSLY LIMITED TO OBTAINING THE PARTS AND LABOR IN ACCORDANCE WITH THE TERMS OF SAID WARRANTY.

Warranty – Disclaimers – Limitations

LIMITATIONS OF LIABILITY AND DAMAGES

Regardless of whether a claim against Volvo CE or Dealer is based on the foregoing warranty or is an action in contract, tort (negligence or strict liability) or otherwise, their respective liability for losses, damages or expenses of any kind arising from the design, manufacture, repair or sale of the Products is limited, unless otherwise prohibited by law, to an amount not exceeding the cost performing the obligations contained in the foregoing warranty, and in no event shall their respective or joint liability exceed the value of the Product or part thereof giving rise to such liability.

CONSEQUENTIAL AND SIMILAR DAMAGES NOT RECOVERABLE

Except for performing the obligations of the foregoing warranty in accordance with its terms, Volvo CE and Dealer shall have no liability for loss, damage, or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to property other than the Product, loss or damage to the Product or any part thereof or any other economic or commercial loss, including, without limitation, lost profits or special or consequential damages (except liability for any type of consequential damages which by law may not be disclaimed). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies in the foregoing sections is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code.

ALLOCATION OF RISK

The foregoing warranty disclaimers, limitations of liability and limitation of remedies are bargained allocations of risks among (i) the Customer who purchased the Product; (ii) the Dealer who sold the Product, and (iii) Volvo CE, which is a third party beneficiary of the contract of sale between the Customer and the Dealer. The Buyer of the Product accepts the foregoing warranty and the other bargained for allocations of risk as part of the agreed price for the purchase of the Product to which the foregoing warranty applies. Volvo CE is prepared to offer different warranties and other allocations of risk for other prices. However, any such change in the warranty or the allocation of risks must be confirmed in writing by Volvo CE.

STATUTE OF LIMITATIONS

Any action by a Buyer of a Product for breach of contract, for breach of warranty arising under, or for a cause of action arising out of the sale of a Product, whether based on contract, tort (negligence or strict liability) or otherwise, shall be commenced within one (1) year after the cause of action has accrued. Any such cause of action shall be deemed to have accrued at the earlier of (i) the discovery of the defect or breach, or (ii) the expiration of the applicable Warranty Period.

COMMERCIAL EQUIPMENT SERVICE CONTRACT
MASTER PARTS SCHEDULE
VOLVO CONSTRUCTION EQUIPMENT
MOTOR GRADER
NEW AND USED EQUIPMENT

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

POWERTRAIN COMPONENTS COVERED

ENGINE
Engine including:
- Injection pump
- Turbo charger

Engine ECU
Fan (excluding belts)
Internal wiring harness
Radiator
Water Pump

ELECTRICAL SYSTEM
AWD Switches, Senders & Control Module
Control units, ECUs
Display Unit
Transmission Controller
Transmission Shifter

BRAKES
Brake Booster
Brake Master Cylinder
Brakes Unit (Excl. friction & separator plates)
Parking Brake (excl. friction pads)

POWER TRANSMISSION
AWD Planetary Gear Reductions
AWD Pump Drive Gear Box
AWD Pumps
AWD Valves
AWD Valves, Filter Head
AWD Wheel Motors
Clutch Slave Cylinder
Drive Shafts (Upper and Lower)
Engine Clutch Assembly (Excl. friction & separator plates)
Final Drive & Differential
Internal wiring harness
Pump Drive
Tandem Chains (Exc. normal bushing wear)
Transmission
Transmission ECU
Transmission Hydraulic Pump

POWERTRAIN + HYDRAULICS COMPONENTS COVERED

All components listed under POWERTRAIN, plus:

STEERING SYSTEM
Adjustable boom cylinder
Boom cylinder
Bucket cylinder
Dipper cylinder
Steering Cylinder
Steering Orbital Valve
Steering Priority Valve

HYDRAULIC SYSTEM & SPECIAL FUNCTIONS
Hydraulic Accumulators
Hydraulic Coolers
Hydraulic Cylinders
Hydraulic Filter Head
Hydraulic Manifolds
Hydraulic Pump
Hydraulic Pump Driveshaft
Hydraulic Valves

MAJOR COMPONENTS COVERED

All components listed under POWERTRAIN & POWERTRAIN + HYDRAULICS, plus:

ELECTRICAL SYSTEM
Alternator
Starter motor

PREMIER COMPONENTS COVERED

Coverage against defects in material or workmanship resulting in a mechanical breakdown or failure during the extended service plan period subject to exceptions and limitations listed within this document and the manufacturer standard warranty coverage document.

EXCEPTIONS FOR ALL COVERAGE TYPES

A) CUSTOMER RESPONSIBILITIES

1) It is recommended that the Customer return the product to the Distributor from which it was purchased, however, they may also take it to the most convenient authorized Volvo Distributor contracted to service products of the type they have purchased. They must also make the product available for repair during the coverage period.
2) The Customer agrees to maintain the machine per the latest available published operation and maintenance information.
3) The Customer must notify the Distributor promptly of any machine abnormalities in order to limit potential failure damage.
4) The Customer agrees to use only genuine parts of the Applicable Manufacturer in the normal maintenance and repair of the machine for the term of this extended coverage.
5) All transportation costs and other related expenses are the Customer's responsibility.
6) The Customer must make the machine available for repairs, under the coverage, during normal working hours.
7) This coverage is transferrable.

B) CONDITION OF COVERAGE

1) A claim occurrence in the initial 30 day period of cover that is the direct result of a pre-existing condition, as evidenced by the supporting claim documentation, could result in claim denial

COMMERCIAL EQUIPMENT SERVICE CONTRACT
MASTER PARTS SCHEDULE
VOLVO CONSTRUCTION EQUIPMENT
MOTOR GRADER
NEW AND USED EQUIPMENT

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

EXCEPTIONS FOR ALL COVERAGE TYPES CONTINUED

C) EXCLUSIONS (applicable to all coverage types unless otherwise noted)

1) Ordinary service and maintenance

2) Normal use of consumables parts and normal wear and tear including, but not limited to following items:

a) Bulbs
b) Lights
c) Glass
d) Grease
e) Fittings
f) Wiper blades
g) Filters
h) Fuses
i) Linings, except friction and separator plates if broken
j) Lubricants
k) V-Belts, except defect caused by defected part covered by this plan
l) Ground engaging parts, tools and edges
m) Tires & Tubes
n) Circle guide and moldboard slide wear materials
o) Moldboard slide castings
p) Batteries
q) Wires (except Premier)
r) Harnesses (except Premier)
s) Connectors (except Premier)
t) Hoses, hose flange and O-rings (except Premier)
u) Cables (except Premier)
v) Condensers (except Premier)
w) Belts

3) Equipment/parts, superstructure or other installation work not assembled/installed by Volvo CE which renders the covered work more difficult or prevents the repair from being performed

D) LIMITATIONS

This coverage is valid only provided that:

1) The Volvo CE Machine has been used in manner, which is normal and correctly operated and maintained according to Volvo CE recommendations.
2) The Volvo CE Machine has not been involved in an accident, subject to misuse, or in any other way subject to external strain.
3) That the prescribed service and inspections has been carried out as prescribed by Volvo CE and at correct times/operating hour's intervals.
4) That no seals have been broken by any unauthorized persons.
5) That no superstructures or alteration of the basic Volvo CE Machine's specification have been made.
6) Any modifications not approved can terminate any warranty coverage for defects caused by the modification from Volvo CE.
7) The damages for which the warranty is claimed did not result from or arise out of service or repair work by a workshop other than an Authorized Workshop.
8) The damages for which the warranty is claimed did not result from or arise out of the use of parts other than Genuine Volvo Parts/Components.
9) The damages for which the warranty is claimed did not result from or arise out of a defect/fault having become aggravated due to the failure by the driver to take immediate and appropriate action after such times as the defect/fault became known or should have become known to the driver or after activation of the vehicle's warning indicator system.
10) The damages for which the warranty is claimed did not result from or arise out of the use of oils, greases or coolants other than those stipulated by manufacturer

E) LIMITATION OF COMPENSATION

1) No other cost is compensated for other than the specific costs stated in this section. Such costs include, but are not limited to:

a) Overtime-labor premiums
b) Costs incurred for extra freight or packing expenses
c) travel expenses

F) MANUFACTURER EMISSIONS WARRANTY

1) EPG's policy does not reimburse for failures that are otherwise covered under a manufacturer's emissions or parts warranty.

SPECIFICATIONS FOR BACKHOE-LOADER, INTEGRAL, MEDIUM, HEAVY AND SUPER- DUTY

SCDOT Spec. No. 0237.15 – 3/31/12

1. **DESCRIPTION**: This specification describes a pneumatic-tired, tractor equipped with a diesel engine, front-end loader bucket, and rear mounted backhoe of integral design. The unit shall safely dig, break out, lift, carry and dump the loads required by the specifications. Units supplied to this specification shall meet or exceed these requirements.

2. **GENERAL**: Each unit shall be new, and of the latest design of a model in current production or an update of an existing model. Each unit shall be furnished with identical equipment, options and features. It shall be furnished completely assembled, fully serviced, and ready for immediate operation. The right is reserved to reject any and all bids proposing to furnish equipment, which, in the opinion of the Department's engineers and/or staff, is not satisfactory for the Department's use in the proposed application.

   Note: For purposes of this solicitation, each size category of backhoe loader will represent a separate lot; as a result, vendors may choose to bid in only one, two or all three size categories. The award will involve multiple vendors.

3. **DIMENSIONS AND WEIGHT:**
   - 3.1. **Medium Duty:** Base machine is ROPS enclosed cab and manufacturer's standard loader, backhoe, and buckets and items listed in Equipment paragraph and shall weigh a minimum 13,800 lbs., as bid, without tire ballast, additional counterweights, or optional equipment.
   - 3.2. **Heavy Duty:** Base machine is ROPS enclosed cab and manufacturer's standard loader, backhoe, and buckets and items listed in Equipment paragraph and shall weigh a minimum 14,800 lbs., as bid, without tire ballast, additional counterweights, or optional equipment.
   - 3.3. **Super Duty:** Base machine is four-wheel-drive with ROPS enclosed cab and manufacturer's standard loader, backhoe, and buckets and items listed in Equipment paragraph and shall weigh a minimum 15,500 lbs., as bid, without tire ballast, additional counterweights, or optional equipment.
   - 3.4. **All Backhoe Loader Size Categories**
     - 3.4.1. Overall transport width: 102 inches maximum.
     - 3.4.2. Overall transport height and length with loader bucket lowered and backhoe boom tucked, and bucket curled with tires specified below: 10'10" maximum and 29 feet maximum, respectively.

4. **COUNTERWEIGHTS**: The complete unit with front-end loader and backhoe including option(s) identified on the Purchase Order, shall have necessary counterweights installed for proper balance and stability during operation and loading. However, these counterweights shall not be included in the above minimum weight calculations. Liquid in tires is not acceptable as counterweights.

5. **WHEELBASE:**
   - 5.1. **Medium Duty**: Minimum 80 inches.
   - 5.2. **Heavy Duty**: Minimum 83 inches.
   - 5.3. **Super Duty**: Minimum 84.5 inches.
   - 5.4.

6. **ENGINE:** The unit shall be powered by a heavy-duty, liquid-cooled, Tier IV or Interim Tier IV certified Diesel engine. The engine shall be equipped, as a minimum, as follows:
   6.1. **Minimum net SAE Horsepower by Backhoe Loader Size Category**
      6.1.1. **Medium Duty:** 72 rated at not more than 2300 rpm
      6.1.2. **Heavy Duty:** 90 rated at not more than 2300 rpm
      6.1.3. **Super Duty:** 92 rated at not more than 2300 rpm
   6.2. Meet current EPA emission requirements.
   6.3. Electrical system (12-volt) with alternator, starter, voltage regulator and heavy-duty battery.
   6.4. Keyed ignition switch **or digital keypad** with safety device to prevent ignition from starting when transmission is in gear.
   6.5. Electronic control or Governor.
   6.6. Air cleaner, heavy-duty, two-stage, dry-type, with restriction indicator. Indicator shall be easily visible from the operator's station.
   6.7. Oil filter, heavy-duty with replaceable element. In no instance shall the unit lose oil pressure to critical engine components while working on slopes.
   6.8. Fuel filter/water separator, heavy-duty with replaceable element.
   6.9. Heavy-duty radiator and cooling system with 50-50 mixture of water and extended life permanent-type antifreeze.
   6.10. Fuel Tank of sufficient capacity for 8 hours operation, minimum
   6.11. Muffler and exhaust pipe of sufficient length to exhaust fumes away from the operator's cab. If muffler is of a vertical design, exhaust pipe shall prevent rain from directly entering the exhaust system and prevent air from rotating turbocharger when the equipment is being transported.
   6.12. Hourmeter, electric, with oil pressure or alternator switching device, with reading output up to 9,999.9 hours.
   6.13. Oil pressure gauge or low pressure indicator.
   6.14. Coolant temperature gauge or high temperature indicator.
   6.15. Engine warning system with audible and visible signal to warn of low oil pressure and high coolant temperature.

   6.16. An electronic display system that incorporates the above indicators, gauges, and indicates is acceptable.

7. **FUEL SYSTEM:** For Diesel powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum. For gasoline powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum.

8. **OPERATORS STATION:** Enclosed cab, full and integral type, providing roll-over protection in accordance with the current SAE J1040 Standard equipped with, but not limited to, the following.
   8.1. Unit shall include factory-installed air conditioner meeting design and performance requirements of the current SAE J169 and SAE J1503 standards and heater-defroster. A/C system component locations shall not hamper the operator entering or exiting the cab or operating the equipment. Air intake shall not draw equipment exhaust gasses into cab enclosure.
   8.2. Tinted laminated safety glass. Use of a clear 3M S80 or S400 safety and security film to meet this requirement is acceptable.
   8.3. Sound suppression to meet OSHA requirements measured in accordance with the current SAE J1166.
   8.4. Cab dome light.

8.5. Cab pressurizer complete with filter
8.6. Windshield wipers on both front and rear windows shall be provided.
8.7. Interior rear-view mirror.
8.8. West Coast style rear view mirrors, left and right outside mounted.
8.9. Adjustable spring-cushioned, upholstered or vinyl seat and back rest with arm rests and seat belt meeting the current SAE J386 Standard.
8.10. Horn.
8.11. Cab floor shall be equipped with a one-piece, form fitting, rubber mat or coated with a skid-resistant material.
8.12. Two sliding or swing-back windows for fresh air ventilation.
8.13. Hand and foot throttle.
8.14. Hydraulic power steering.
8.15. Instrumentation shall include the manufacturer's standard instrumentation package including, but not limited to, the following gauges, indicators and alarms located at the operator's station. If an electronic monitoring system is furnished and monitors at least the following conditions, it is acceptable.
8.15.1. Fuel Gauge.
8.15.2. Hourmeter, electric quartz type, shock proof, totally sealed case, with readout up to 9,999.9 hours.
8.15.3. Tachometer
8.15.4. Engine oil pressure gauge or indicator light visible to the operator during operations.
8.15.5. Engine coolant temperature gauge visible to the operator during operations.
8.15.6. Torque convertor **or transmission** oil temperature gauge.
8.15.7. Ammeter or volt meter or indicator light.
8.15.8. Audible alarm and warning light for high engine coolant temperature and low engine oil temperature.

9. **STEERING**: Hydraulic power steering shall be furnished.

10. **TRANSMISSION**: Each unit shall be equipped with a synchronized power shuttle or power shift transmission having not fewer than four forward gear speeds and two reverse gear speeds.
10.1. There shall be a single-control hydraulic reverser, so that when the control is in the forward position, the unit will move forward, and when the control is in the rear position, the unit will move backward.
10.2. Unit shall maintain a minimum travelling speed of 15 mph when traversing a maximum seven degree grade and shall have a minimum road speed of 20 mph on level ground with the tires required by this specification.

11. **DIFFERENTIAL**: Differential lock, torque proportioning system, or SCDOT approved equal shall be provided.

12. **AXLES**: Manufacturer's heavy-duty front and rear axles shall be provided.

13. **BRAKES**: The tractor shall be equipped with a service brake system, secondary brake system, and parking brake system meeting the requirements of the latest version of SAE J/ISO 3450 Standard.
13.1. Service brakes shall be wet-disc type.
13.2. The secondary brake system shall stop the machine in the event of any single failure in the service brake system, or in the event of an engine failure.
13.3. The parking brake system shall hold the fully loaded machine stationary on any grade the unit can negotiate.

13.4. Brake systems may use common components.

14. **TIRES**: Tire and rim load capacity shall meet or exceed front axle load capacity, including all options identified on Purchase Order.
    14.1.2 **wheel drive front** tires shall be type F-3, tubeless, industrial rib or truck type tread, mounted on rims of proper width as recommended by the tire manufacturer. **4 wheel drive front tires shall be type I-3, tubeless, 10-ply minimum, industrial rib maximum traction tread, mounted on rims of proper width as recommended by the tire manufacturer.**
    14.2. Rear tires shall be type R-4, tubeless, industrial traction tread, mounted on rims of proper width as recommended by the tire manufacturer.

15. **HYDRAULICS**: The hydraulic system(s) as normally provided by the manufacturer shall be of size, type and capacity to perform all required operations of the tractor-loader-backhoe and meet, but not be limited to, the following:
    15.1. System shall be sealed against contaminants and any necessary air vents shall be filtered.
    15.2. Cooling system shall maintain hydraulic oil at satisfactory operating temperatures up to at least 110 degrees F ambient temperature during continuous heavy-duty operations.
    15.3. Pressure-relief valve(s).
    15.4. Hydraulic oil filter(s) with replaceable element(s).
    15.5. Reservoir with visual oil level indicator or dipstick.
    15.6. All hydraulic cylinders shall be double acting type.

16. **LOADER, BUCKET**: Each unit shall be equipped with general purpose or multi-purpose (4-in-1) type loader bucket meeting the following requirements:
    16.1. **Medium Duty**
        16.1.1. Minimum 1.0 cu. yd. capacity (heaped) per SAE J742, latest edition.
        16.1.2. Minimum lift capacity to maximum height: 5,100 lbs.
        16.1.3. Maximum dumping clearance under bucket shall not be less than 8ft 4 inches.
    16.2. **Heavy Duty**
        16.2.1. Minimum 1.2 cu. yd. capacity (heaped) per SAE J742, latest edition.
        16.2.2. Minimum lift capacity to maximum height: 6,300 lbs.
        16.2.3. Maximum dumping clearance under bucket shall not be less than 8ft 4 inches.
    16.3. **Super Duty**
        16.3.1. Minimum 1.2 cu. yd. capacity (heaped) per SAE J742, latest edition.
        16.3.2. Minimum lift capacity to maximum height: 7,900 lbs.
        16.3.3. Maximum dumping clearance under bucket shall not be less than 8ft 7 inches.
    16.4. **All Backhoe Loader Size Categories**
        16.4.1. Bolt on cutting blade.
        16.4.2. Fixed installation.
        16.4.3. Bucket control shall be the single joystick type. Controls shall be easily accessible to the operator.
        16.4.4. Reach at maximum height shall be at least 24 inches.
        16.4.5. Lift control positions: raise, lower, hold, and float.
        16.4.6. Bucket control positions: rollback, hold, and dump.
        16.4.7. Bucket width shall not exceed 102 inches and shall extend beyond the front tire outside edges.

17. **LOADER, BACKHOE**: The heavy-duty backhoe shall be hydraulically operated, with power controls for raising, lowering, digging, swinging, and dumping the bucket. It shall be permissible to swing and dump simultaneously.

17.1. **Medium Duty**

For the base unit equipped with a standard dipper and a 12-inch trenching bucket, the boom lift capacity (at a 10 foot height) per SAE J31, shall not be less than 2,500 pounds.

17.1.1. **The digging depth shall be not less than 14 feet when equipped with manufacturer's standard 12-inch trenching bucket.**

17.1.2. **Maximum reach beyond pivot point shall not be less than 17 feet 10 inches.**

17.1.3. **The maximum dumping clearance shall not be less than 10ft when equipped with manufacturer's standard 12-inch trenching bucket.**

17.2. **Heavy Duty**

For the base unit equipped with a standard dipper and a 12-inch trenching bucket, the boom lift capacity (at a 10 foot height) per SAE J31, shall not be less than 3,300 pounds.

17.2.1. **The digging depth shall be not less than 15 feet when equipped with manufacturer's standard 12-inch trenching bucket.**

17.2.2. **Have a maximum reach beyond the pivot point of not less than 19 feet.**

17.2.3. **The maximum dumping clearance shall not be less than 10ft when equipped with manufacturer's standard 12-inch trenching bucket.**

17.3. **Super Duty**

17.3.1. Backhoe performance with standard dipper and 24-inch trenching bucket and without quick attach adapter shall be as follows:

17.3.1.1. **The boom lift capacity (at a 10ft height) per SAE J31, shall not be less than 3,670 pounds.**

17.3.1.2. **The maximum digging depth shall not be less than 15 feet when equipped with the manufacturer's standard 24-inch trenching bucket.**

17.3.1.3. **Have a maximum reach beyond the pivot point of not less than 19 feet.**

17.3.1.4. **The maximum dumping clearance shall not be less than 10 feet when equipped with manufacturer's standard 24 inch trenching bucket.**

17.3.2. For each super duty unit purchased the following shall also be provided:

17.3.2.1. A 48 inch cleanup and grading bucket shall be shipped with each super duty unit. This unit shall be shipped within the front loader bucket for convenience. Any necessary adapters and fittings for attachment to the quick coupler shall also be provided.

17.3.2.2. A hydraulically extendable dipper (with all controls, counterweights, and unit itself installed) of at least 3ft 5 inches between the extended and retracted positions.

17.4. **All Backhoe Loader Size Categories**

17.4.1. Backhoe control shall be by two pilot-operated joysticks. Controls shall be switchable between "backhoe" and "excavator" control patterns.

17.4.2. Stabilizers or outriggers shall be individually, hydraulically controlled from the operator's seated position, shall provide a 9'5" minimum stance, and shall have street pads.

17.4.3. The backhoe shall be equipped with a heavy-duty trenching bucket of 24 inches width.

17.4.4. The backhoe shall be capable of digging at any angle within a swing arc of not less than 180 degrees.

17.4.5. Acceptable means shall be provided for positive locking of the boom assembly in the transport position to provide safety and reduce stresses on the hydraulic system.

18. **EQUIPMENT**: The unit shall be complete with all standard accessories normally furnished. In addition, equipment shall be furnished as follows:
    18.1. Unit to meet all applicable OSHA and SAE requirements.
    18.2. Two headlights, two red taillights and brake lights, and two double-face amber flashing lights, meeting requirements of ASAE S279.9, latest edition.
    18.3. Slow Moving Vehicle (SMV) Identification Emblem, meeting requirements of the current SAE J943 Standard, and mounted in accordance with the standard.
    18.4. Horn.
    18.5. Adjustable spring-cushioned, upholstered or vinyl seat and back rest with seat belt meeting the current SAE J386 Standard.
    18.6. West Coast style rear view mirrors, left and right outside mounted.
    18.7. Turn signal controls for off, flash right, flash left, or flash both lights.
    18.8. Two front and two rear work lights mounted on top front and top rear of ROPS/cab, switch controlled from the operators station.
    18.9. Non-skid access steps and grab handles.
    18.10. Strobe light – STAR Model S5199AC, amber strobe, to include branch guard. Strobe light and branch guard shall be bracket mounted above ROPS/cab with branch guard to provide 360 degree visibility.
    18.11. Back-up alarm meeting current SAE J994 and SAE J1446 Standards, 107 dB minimum, and permanently marked as such.
    18.12. Lifting link, backhoe mounted. When installed, link shall not restrict the movement of any bucket or coupler identified on the Purchase Order. Backhoe mounted is preferred. Bucket mounted is acceptable provided it does not interfere with bucket rotation. If bucket mounted, a hook must be provided on <u>each</u> bucket the vendor provides to the State in the performance of this contract.
    18.13. Rear fenders.
    18.14. Boom safety lock(s) or other mechanical means to hold boom in the raised position to allow servicing of the equipment.
    18.15. All exposed electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom or flexible conduit for protection from external damage and short circuits. Wiring shall be securely fastened at sufficient intervals to prevent sagging and insure clearance of mechanical parts. Routing of the wiring through the sub-frame, operator's platform or the like shall not interfere with the normal operation and use or present a safety hazard. A sealed, splice-free modular wiring harness is acceptable. Rubber grommets shall be used wherever wire or harness pass through metal.
    18.16. Backhoe bucket (except 48 inch cleanup and grading bucket) shall come with removable digging teeth or teeth with replaceable tips. Bucket shall include any necessary adapters and fittings for attachment to the backhoe.

19. **EQUIPMENT OPTIONAL**: Where required in the bidding schedule, units shall be furnished with the following optional equipment:
    19.1. In lieu of an enclosed ROPS cab, provide an open ROPS cab, eliminating sub-paragraphs 8.1 – 8.6.
    19.2. Backhoe buckets, except 48 or 60-inch cleanup and grading, provided with removable digging teeth or teeth with replaceable tips. Bucket shall include any necessary adapters and fittings for attachment to the backhoe.
        19.2.1. 12 inch trenching
        19.2.2. 18 inch trenching
        19.2.3. 24 inch heavy-duty
        19.2.4. 30 inch heavy duty

19.2.5. 36 inch heavy duty
19.2.6. 48 inch cleanup and grading
19.2.7. 60 inch cleaning and grading

19.3. Loader bucket digging teeth: Provide bolt-on digging teeth with quick-change replaceable teeth. Delete bolt-on cutting edge.

19.4. Manually-operated backhoe bucket quick coupler. Various bucket sizes as above shall also be available.

19.5. Wain-Roy quick coupler, rigid type, furnished and installed, consisting of a single wide hook and manually installed, self-aligning pin, pinned to the backhoe dipper in place of the bucket.

19.6. Wain-Roy quick coupler attachments:
19.6.1. Bucket, backhoe, heavy-duty, 24", minimum 315 lbs. weight, trenching type. Delete standard bucket.
19.6.2. Bucket, backhoe, heavy-duty, 60", minimum 370 lbs. weight, ditch cleaning type. Delete standard bucket.

19.7. Front-wheel drive, mechanical, with traction tread tires (For Medium and Heavy Duty Size Category only).

19.8. Bucket, heavy-duty, 4-in-1 multi-purpose minimum 1.2 cu. yd. (SAE heaped) capacity, bolt on cutting blade, complete with all hydraulics and controls required. Fixed installation. Delete standard bucket.

19.9. Forklift attachment flip-over, attached to loader bucket, 48 inch forks, adjustable width, minimum 3,000 lbs. capacity.

19.10. American Coupler System (ACS) hydraulic quick coupler, furnished and installed, consisting of a single point, self aligning male master pinned to the loader arm linkage in place of the bucket. (The manufacturer's quick coupler system may be furnished instead of the American Coupler System (ACS) quick coupler if the manufacturer's quick coupler system is completely compatible with the ACS system and its attachments.) Pressure and return line, quick-disconnect connection points, located on the loader bucker arm near the loader bucket pivot pin to provide quick and easy hook-up of hydraulic attachments by the operator standing on the ground. Dust caps with retainers shall also be provided.

19.11. ACS Coupler Attachments
19.11.1. Forklift attachment, for use with ACS quick coupler, 48" forks, adjustable width, minimum 5,000 lbs. capacity.
19.11.2. Bucket, loader, heavy-duty multi-purpose (4 in 1) type, minimum 1.2 cu. yd. (SAE heaped) capacity, complete with all hydraulics needed, with ACS quick coupler. Delete standard bucket.
19.11.3. General purpose bucket, 1.2 cubic yards compatible with the American Coupler System (ACS).

19.12. **Manufacturer's quick coupler system furnished and installed. Pressure and return line, quick-disconnect connection points, located on the loader bucker arm near the loader bucket pivot pin to provide quick and easy hook-up of hydraulic attachments by the operator standing on the ground. Dust caps with retainers shall also be provided. Compatible buckets and attachments shall also be available.**

19.13. Extend-A-Hoe (Extendable dipperstick) with a minimum of 3' 5" extension beyond reach of dipper supplied on base unit. Delete manufacturer's standard dipperstick. Add additional counterweight for stability and satisfactory operation. All required hydraulics and controls supplied and installed.

19.14. Demolition Hammer - Unit shall be equipped with a demolition hammer driven by the auxiliary hydraulic tool circuit and mounted on the backhoe boom in lieu of a bucket. The hammer shall produce a minimum of 700 blows per minute with a minimum of 750 foot pounds of energy per blow.

19.14.1. The hammer shall be installed on the machine and tested for proper operation prior to delivery.

19.14.2. Demolition hammer shall have quick-disconnect type fitting and couplers to allow for quick and simple changeover from demolition hammer operations to backhoe bucket digging operations.

19.14.3. The hammer shall be furnished complete with one or more of the following working tools as listed on the Purchase Order.
Pipe Driver
Asphalt Cutter
Straight Moil
Line-Cut Chisel
Tamper
Post Driver, 3- or 4-inch (76 or 101 mm).
30-Degree Breaker

19.15. An auxiliary backhoe hydraulic tool circuit and controls powered by the unit's central hydraulic system shall be provided. System shall be complete with all necessary fittings, hoses and related components to power hydraulic attachments such as a hammer, bucket swivel coupler, and other hydraulically operated attachments. The auxiliary hydraulic tool circuit shall include, but not be limited to, the following:

19.15.1. Quick-disconnect, dripless couplers at hose ends to attachment(s).

19.15.2. System activation and tool circuit operation controlled from the operator's station.

19.15.3. Pressure and return line, quick-disconnect connection points, located on the dipperstick near the backhoe bucket pivot pin to provide quick and easy hook-up of hydraulic attachments by the operator standing on the ground. Dust caps with retainers shall also be provided.

19.16. Outrigger cylinder guards to protect exposed cylinder shafts when outriggers are down. Guards shall automatically position themselves when outriggers are lowered and raised.

19.17. Lever Controls – Delete requirement for pilot operated joysticks with switchable control pattern.

19.18. Optional equipment additions, deletions and/or substitutions of equipment in accordance with special conditions of the bid invitation (allows purchasing of units from the term contract with various option combinations).

20. **EQUIPMENT TRANSPORT**: Each unit shall be provided with the following:

20.1. The operating weight of the unit (in pounds) as delivered, including standard equipment and all specified options and with full fluid capacities, shall be stenciled in two inch high black letters/numerals on each side of the machine in a conspicuous location.

20.2. Four tie-down points for safely securing the unit during trailer transport. One tie-down point shall be located as close as practicable to each of the unit's lower four corners. The tie-down points shall have an aggregate rated strength of at least one and one-half times the unit's gross weight. If lashing (D) rings are provided, the rings shall accommodate a 1/2 inch (13 mm), grade 80, grab hook.

20.3. The weight centerline, computed with full fuel tank and bucket resting on the ground, without operator, shall be clearly marked on each side of the unit with a green vertical line approximately 3 inches wide and 5 inches high. (This is for safe loading on trailers).

21. **RADIO NOISE SUPPRESSION**: The vehicle is to be used as a governmental fleet vehicle and will have an approximately 100 watt mobile (two-way) radio installed, operating on frequencies designated by the FCC for use in the Public Safety Radio Service (47 CFR 90). The vehicle shall be fully compatible with the above radio installation, and vehicle components and equipment shall not

interfere with the operation (transmitting or receiving) of the mobile radio, and the radio transmitting and receiving shall not interfere with the vehicle component or equipment operation.

22. **TRAINING**: The primary ordering agency is the South Carolina Department of Transportation (SCDOT). For units ordered by SCDOT, in conjunction with delivery of the first unit, the successful bidder shall conduct a minimum one-day school on the safety, operation, maintenance, and diagnostics of the unit by factory trained expert personnel at the SCDOT Equipment Depot or at their facility in South Carolina. In addition and for each subsequent unit, the successful bidder will conduct a minimum one day school in the county where the unit is to be assigned with the Department's operator(s) and service personnel, after the equipment has been delivered to the county where it is to be assigned. For units ordered by entities other than SCDOT, the same two types of training shall be provided to those entities in South Carolina.

23. **TRAINING MATERIALS**: In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (DVD format preferred). This material shall adequately cover the safe and correct operation of the equipment.

24. **MAINTENANCE**: All replaceable filter elements for air, fuel, hydraulics, and engine oil shall be available from at least one of the following U.S. manufacturers: AC, Wix, Donaldson, or Baldwin. Replacement tires and tubes shall be available from at least one of the following U.S. manufacturers: Goodyear, Firestone, or General. Replacement or replenishment lubricants required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid, and grease) shall be available from at least one of the following major manufacturers: Shell, Exxon, Texaco, or Citgo. Details concerning the manufacturer and items name or part number for the above maintenance items shall be provided wherever requested on the bid questionnaire.

    Note: All threaded fasteners, hydraulic fittings, belts, hoses, and electrical fasteners shall be metric or U.S., and shall meet one or more of the following standards, SEA, JTC, DIN, ISO, UNC, UNF, NPTF.

25. **SERIAL NUMBER**: Each unit shall be provided with a manufacturer's serial number, unique to each unit, permanently attached by plate or engraving, and easily identified. The serial number shall be used by the Department and the manufacturer to identify units for recall, to aid in the recovery of stolen units, to establish ownership, and for other similar reasons.

26. **DATA PLATE**: A data plate shall be attached to each unit indicating serial number and model using block lettering. Permanent plaques mechanically attached are preferred to decals

27. **SAFETY PLAQUES OR DECALS**: Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques mechanically attached are preferred to decals. Type, size and location of product safety plaques or decals shall be in accordance with current ANSI Z535.4, or latest revision thereto.
    27.1. A Hydraulic Backhoe Lift Capacity Chart shall be furnished. The lift capacity shall be computed and a chart prepared in accordance with the current SAE J31 standard, with backhoe equipped with a 24-inch trenching bucket. The chart shall be easily visible to the operator.
28. **COLOR**: The majority of areas to be painted shall be cleaned and primed prior to application of the finish paint. Paint and primers used shall be lead-free.

28.1. Serial and data plates shall be protected from being painted over. All manufacturers' standard warning, safety, instructional, and identification decals shall be provided, however, there will be no vendor or dealer identification or advertising decals allowed.

28.2. Each unit shall be thoroughly cleaned and prime coated with a rust preventative and painted the manufacturer's standard industrial yellow or the South Carolina Department of Transportation's standard yellow (Fed Standard 595 yellow 3538 or 3655, latest edition). Finish coat shall be first quality.

29. **WARRANTY**: The unit shall be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. There shall also be an additional 24 month warranty for the Powertrain System. This results in a total Powertrain warranty of the earlier of 36 months/5000 hours, whichever comes first. The warranty start date shall be based on the unit's in-service date as established by its issue from the Department's Equipment Depot to the using field custodian, and the vendor shall perform all the administrative work necessary to accomplish this following notification by the Department.

29.1. In the event there is not an authorized parts and service dealership within a reasonable distance of the unit's place of assignment, there shall be a procedure for the Department to make a claim for recovering the cost of parts, labor, and shipping/transport charges incurred in performing repairs which otherwise would have been covered by the warranty. Instructions and forms needed for warranty claims should be attached to the bid.

29.2. The unit shall be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates needed to receive warranty repairs at a dealership.

29.3. Each bidder shall attach to their bid a list of factory-authorized parts, service and warranty locations available within South Carolina.

29.4. Sixty (60) days after delivery, the local dealer's service personnel shall field inspect each unit to insure proper operation and condition.

30. **SERVICE FACILITIES**: Each unit must have product support available in the form of authorized sales, parts, service, and training personnel located within South Carolina or within a reasonable distance of all potential sites (all SC counties). A reasonable distance is one that can be traveled by a technician in a service truck in less than three (3) hours driving time.

31. **DELIVERY**: The primary ordering agency is the South Carolina Department of Transportation, and all deliveries to this agency must be made to the Equipment Depot, 1500 Shop Road, Columbia, S.C. 29201. For units ordered by entities other than SCDOT, delivery shall be to location(s) as shown on the Purchase Order.

32. **ACCEPTANCE INSPECTION**: All equipment ordered with this request will be subject to acceptance inspection upon receipt. The vendor will be notified of any units not delivered in full compliance with the purchase order specifications.

33. **SERVICE POINT ACCESSIBILITY**: All lubrication and frequent service items shall be readily and easily accessible to the operator/technician.

34. **SERVICE LITERATURE**: Service literature shall include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. CD format is preferred and should be furnished when available, except for the equipment operator manual that stays with the equipment. This service literature shall be complete and cover the entire unit, to include engines and transmissions. The right is reserved to require a bidder to furnish one complete set of service

literature to be used for bid evaluation. Service literature which is considered inadequate by the Department's engineers and/or staff may be cause for the rejection of a bid.

34.1. Performance in this contract requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

34.2. Performance in this contract requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

34.3. Unrestricted, multi-user computer access to electronic service literature is acceptable in lieu of printed copies. This access shall be provided at no additional cost.

35. **SALES LITERATURE, SPECIFICATIONS, AND QUESTIONNAIRE**: It is the bidder's responsibility to ensure sales literature, specifications, questionnaire, and deviations (if any) submitted with the bid are accurate, complete and sufficiently clear as these will be used to evaluate the bid.

35.1. Each bidder shall attach to his bid illustrated catalog data sheets with manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the Department's engineers and/or staff to properly evaluate the bid.

35.2. Each bidder shall attach to his bid a completed questionnaire.

35.3. Any deviation from these specifications must be clearly pointed out; otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

QUESTIONNAIRE

(To be completed and returned with bid)

MAKE and MODEL of BACKHOE LOADERS

Size Category of Backhoe Loader	Make	Model
Medium Duty		
Heavy Duty		
Super Duty		

LOADER DESIGN CHARACTERISTICS

Ref Para:	3.1/.2/.3	5.1/.2/.3	6.1.1/.2/.3	10	10	10.2
Size Category of Backhoe Loader	Weight (As Bid) in Pounds	Wheelbase in Inches	Engine Net Horsepower	Number of Forward Gear Speeds	Number of Reverse Gear Speeds	Max Speed Forward on level Ground in MPH
Medium Duty						
Heavy Duty						
Super Duty						

LOADER, BUCKET

Ref Para:	16.1.1/2.1/3.1	16.1.2/2.2/3.2	16.1.3/2.3/3.3
Size Category of Backhoe Loader	Minimum Bucket Capacity in Cubic Yards	Lift Capacity to Maximum Height in Pounds	Maximum Dump Clearance Height in Inches
Medium Duty			
Heavy Duty			
Super Duty			

LOADER, BACKHOE

Ref Para	17.1.1/2.1/3.1.1	17.1.2/2.2/3.2	17.1.3/2.3/3.3	17.1.4/2.4/3.4
Size Category of Backhoe Loader	Boom Lift Capacity at 10ft Height	Digging Depth w/ 24 inch bucket	Maximum Reach in Inches	Maximum Dump Clearance in Inches
Medium Duty				
Heavy Duty				
Super Duty				

SUPPLEMENTAL QUESTIONS

Is the transport width of the backhoe loader(s) you've bid no greater than 102 inches? (Yes or No) _____

Will the backhoe loader(s) you've bid run on B20 biofuel diesel? (Yes or No) _____

Are the engine(s) bid on the backhoe loader(s) Tier IV or Interim Tier IV certified? (Yes or No) _____

Do the backhoe loader(s) you've bid have a hydraulic reverser? (Yes or No) _____

Do the backhoe loader(s) bid meet full OSHA requirements? (Yes or No) _____

Where is unit manufactured? _____

When will the current production period end? _____

What is the model number of the succeeding unit? _____

Where are your service facilities located in South Carolina? _____

_____

_____

_____

_____

BRAKES (Describe): _____

_____

_____

REPLACEMENT PARTS (List AC, Fram, Wix, Donaldson, or Baldwin part number):

Air filter _____
Oil filter _____
Fuel filter/water separator _____
Hydraulic filter _____
Transmission filter _____

SERVICE LITERATURE (List title and manufacturer's part number for each manual to be furnished):

_____
_____
_____
_____
_____

LUBRICANTS (List SAE grade and API classification, as needed for South Carolina conditions, and list Shell, Exxon, Texaco, or Citgo product name):

Engine oil _____
Transmission fluid _____
Hydraulic oil _____
Differential oil _____
Brake fluid _____

WARRANTY (Describe): _____
_____
_____

TRAINING AND TRAINING MATERIALS (Describe): _____
_____
_____
_____

MULTIPLE UNIT DISCOUNT

Additional discount for quantities of four or more shipped to one location: _____ %

END OF BACKHOE/LOADER SPECIFICATIONS & QUESTIONNAIRE

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006)

1. Each bidder shall attach to his bid three sets of illustrated catalog data sheets with manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of having been printed before publication of the bid notice and shall be sufficiently detailed to permit the proper evaluation of the bid. It is the bidder's responsibility to ensure sales literature, specifications, and questionnaire submitted with the bid are accurate, complete and sufficiently clear as these will be used to verify the make/model bid meet specifications.

2. Each bidder shall attach to his bid the completed questionnaires (2 total) for Motor Graders & Backhoes.

3. **CERTIFICATION FORM** (Attachment A)- Must be signed by the Manufacturer verifying the bidder is qualified to provide repair services including warranty work.

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [X] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [X] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [X] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [X] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:http://www.govoepp.state.sc.us/osmba /
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

QUALIFICATIONS – MANDATORY MINIMUM

In order to be qualified to receive award, vendor must meet the following mandatory minimum qualifications:

- Vendor must be qualified by the manufacturer to be able to provide repair services including any warranty work and must attach the **Certification Form** (see Attachment A).
- This qualification must be maintained during the entire term of the contract.

[05-5010-1]

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006)

Award will be made by individual item. [06-6005-1]

AWARD CRITERIA -- BIDS

The State anticipates making award(s) to multiple bidders by individual line item. There is no guarantee of award to any specific number of bidders.

Award(s) may be considered to:

1. The lowest responsive and responsible bidder for each line item, **and**
2. All other responsive and responsible bidders whose price is within 4% of the lowest responsive and responsible bid for that same line item.

~~Award(s) may be issued up to the 3 (three) lowest responsible and responsive [reasonable] offerors per line item.~~ **No manufacturer will be awarded more than one contract on each line item.** ~~The number of contracts awarded may be less if fewer than 3 responsive and responsible offers are received for any line item whose price is within 4% of the lowest responsible and responsive bid for the same line item.~~

It is the intent of the State to offer contract users a variety of products to choose from to meet their needs. To accomplish same, the State will not award the same make and model backhoe in multiple categories (Example: the same make and model backhoe will not be awarded in the "Heavy Duty" and "Super Duty" backhoe categories). Should the same make and model backhoe be among the apparent ~~three (3)~~ lowest responsive and responsible bidders in 2 different backhoe categories, the State will award only the larger size category (Example: if the same make and model backhoe is among the apparent ~~three (3)~~ lowest responsive and responsible bidders in both the Heavy Duty and Super Duty categories, then that make and model will be awarded in the Super Duty category only).

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT and INTEREST (MAY 2011)

(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of

or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [07-7A055-2]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL

1. **DISTRIBUTION OF EQUIPMENT & PARTS:** The contractor will be able to distribute equipment and repair parts throughout the State of SC. If additional dealers are used to deliver and/or service the equipment, the contractor must be able to coordinate same.

2. **OPERATIONAL MANUALS/SERVICE LITERATURE:** In conjunction with the delivery of each unit, unless otherwise stated, the contractor shall include one set of service literature. Service literature shall include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. CD format is preferred (documents in .pdf format) and should be furnished when available, except for the equipment operator manual that stays with the equipment. This service literature shall be complete and cover the entire unit, to include engines and transmissions. The right is reserved to require a bidder to furnish one complete set of service literature to be used for bid evaluation.
   2.1. Performance in this contract requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual concurrently with delivery of each unit.
   2.2. Performance in this contract requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual concurrently with delivery of each unit.
   2.3. Unrestricted, multi-user computer access to electronic service literature is acceptable in lieu of printed copies. This access shall be provided at no additional cost.

3. **TRAINING:** In conjunction with delivery of the first unit to each ordering entity, the contractor shall conduct a minimum one-day school on the safety, operation, maintenance, and diagnostics of the unit by factory trained expert personnel at the customer location or at their facility in South Carolina. The training location for orders placed by South Carolina Department of Transportation (SCDOT) will be the SCDOT Equipment Depot. In addition and for each subsequent unit, the contractor will conduct a minimum one day school upon request at the location where the unit is to be assigned with operator(s) and service personnel, after the equipment has been delivered to the assigned location.

4. **TRAINING MATERIALS:** ~~In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (VHS or DVD format – DVD is preferred). This material shall adequately cover the safe and correct operation of the equipment.~~ **Replaced with the following:**

4. **TRAINING MATERIALS:** In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (**DVD format is preferred**). This material shall adequately cover the safe and correct operation of the equipment.

5. **OPTIONAL EQUIPMENT**: Options not requested herein, but which may be required by the user on this contract, will be furnished by the contractor at its cost plus no more than 10%. Options include but are not limited to enclosed cab, 4WD, extendable dipper, 4 in 1 bucket, quick coupler, outrigger cylinder guards. ~~These specific options are included in the specification for the Super Duty Backhoe. These options may be removed at the request of the ordering entity~~. Options listed in specifications paragraphs 17.3.2.1 and 17.3.2.2 are to be included in the price of the Super Duty Backhoe. In those cases the price of the unit shall be reduced by the contractor's cost plus no more than 10%. The State reserves the right to require third party documentation of the dealer's cost for any optional items.
   OPTIONAL ITEMS: Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.

6. **PILOT MODEL**: For orders of 3 or more units, a pilot model unit may be requested to be delivered. If a pilot model is required, the purchasing entity will advise the vendor in writing subsequent to award of the order. The pilot model unit, if requested, will be inspected and performance tested, and the vendor notified of any discrepancies by phone which will be confirmed by a letter. The pilot model unit, if acceptable, will be received as fulfilling part of the purchase order requirements. All subsequent deliveries of equipment will be required to be the same as the accepted pilot model unit delivered except for optional equipment where specified. Pilot models are limited per governmental entity to 1 for a given make and model.

7. **PERFORMANCE TESTING:** The performance test, applicable to pilot models only, is to be conducted at the location specified by the ordering entity.

7.1. Stabilizers and front bucket (empty) to be in the down position. The test load is to be supported by chain over the back of the bucket, which is to be rotated inward as much as possible. Pressure relief settings must be within manufacturer's specifications.

7.2. The pipe, chain, and hooks will be furnished by the Department. Unless modified within this specification, definitions and conditions will be in accordance with SAE J31, latest edition.

7.2.1. **Medium Duty**

7.2.1.1. Part 1: Backhoe: Lift a 36" x 4' RCP (2192 lbs.) at a radius of 10 feet, through 180 degrees of swing, and lift this load to a height (bottom of pipe) of 6 ft.

7.2.1.2. A unit must not exceed its rated lifting capacity in accordance with SAE J-31 Standard, to perform Part 1.

7.2.1.3. Part 2: Loader: Lift 5400 lbs. to full height.

7.2.2. **Heavy Duty**

7.2.2.1. Part 1: Backhoe: Lift a 30" x 8' RCP (3200 lbs.) at a radius of 10 feet, through 180 degrees of swing, and lift this load to a height (bottom of pipe) of 6 ft.

7.2.2.2. A unit must not exceed its rated lifting capacity in accordance with SAE J-31 Standard, to perform Part 1.

Part 2: Loader: Lift 6300 lbs. to full height.

7.2.3. Super Duty

7.2.3.1. Stabilizers and front bucket (empty) to be in the down position. The test load is to be supported by chain over the back of the bucket, which is to be rotated inward as much as possible. Pressure relief settings must be within manufacturer's specifications.

7.2.3.2. The pipe, chain, and hooks will be furnished by the Department. Unless modified within this specification, definitions and conditions will be in accordance with SAE J31, latest edition.

7.2.3.3. Backhoe: Lift a 30" x 8' RCP (3200 lbs.) at a radius of 10 feet, through 180 degrees of swing, and lift this load to a height (bottom of pipe) of 6 ft. A unit must not exceed its rated lifting capacity in accordance with SAE J-31 Standard, to perform Part 1.

7.2.3.4. Loader: Lift 7,900 lbs. to full height.

8. **DELIVERY:** The contractor and/or shipper will unload shipments. This especially applies to shipments in enclosed semi-trailers or trucks where a yard-type forklift cannot access the load from three sides of the semi-trailer or truck. Deliveries on flat bed semi-trailers, drop deck semi-trailers, or flat bed truck are preferred over deliveries in enclosed trucks or trailers.

9. **ACCEPTANCE INSPECTION**: All equipment ordered will be subject to acceptance inspection upon receipt. The vendor will be notified of any units not delivered in full compliance with the purchase order specifications. Acceptance testing may include performance testing. Performance testing may not occur until after the equipment is issued to the using field custodian and placed in-service (coincides with the warranty start date).

ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)

If the state is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the state may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit. [07-7B010-1]

ADMIN FEE

Offers will be considered only from offerors who have fully reported and paid admin fees as specified in previous Materials Management Office contract documents. All offerors are encouraged to verify their status with Jay Lopez at (803) 737-0283 (jlopez@itmo.sc.gov) and correct any deficiencies prior to bid opening. The Procurement Manager, as required by policy, will verify the apparent low bidder's status at the beginning of the evaluation phase. If an offeror is reported to be deficient in either reporting or payment, the Procurement Manager will prepare a "Non-Responsibility Determination" and move on to the next apparent low bidder.

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office

(MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. – Mar., Apr. – Jun., Jul. – Sep., and Oct. – Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than $10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable) , and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation. [07-7B020-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;

(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession

in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY – PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY – UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENT - LIMITED – AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B180-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.
[07-7B185-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (JAN 2006)

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

STATEWIDE TERM CONTRACT – SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least090days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total

contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY

Backhoes – The units shall be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. There shall also be an additional 24 month warranty for the Powertrain System. This results in a total Powertrain warranty of the earlier of 36 months/5000 hours, whichever comes first.

Motor Graders - The units shall be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. For motor graders, the engine and powertrain, including electronic, electromechanical, mechanical, hydraulic, and electrohydraulic components, shall be warranted for ~~1500 hours, irrespective of number of months~~ 60 months, 3000 hours~~.~~

All equipment - Extended warranties for each piece of equipment shall be noted in the manufacturer's warranty system. The warranty start date shall be based on the unit's in-service date. For the Department of Transportation, the in-service date is established by its issue from the Department's Equipment Depot to the using field custodian, and the vendor shall perform all the administrative work necessary to accomplish this following notification by the Department.

1.1. Warranty work is to be performed by the contractor either on-site, at the owner's repair facility, or at the contractor's repair facility depending on repair needed. Any transportation costs necessary are the responsibility of the contractor.
1.2. In the event there is not an authorized parts and service dealership within a reasonable distance of the unit's place of assignment and the Department of Transportation or any other governmental entity is capable of performing the warranty work, there shall be a procedure to make a claim for recovering the cost of parts, labor, and shipping/transport charges incurred in performing repairs which otherwise would have been covered by the warranty. Instructions and forms needed for warranty claims should be attached to the bid.
1.3. The unit shall be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates needed to receive warranty repairs at a dealership.
1.4. Sixty (60) days after delivery, the local dealer's service personnel shall field inspect each unit to insure proper operation and condition.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

NOTE: The quantities below are estimates for a 1-year period. These numbers are based on prior purchasing history. The quantities are subject to change. **The opportunity to claim preferences is included with certain line items. However, preferences are not applied to bids where the unit price exceeds $50,000 or the total potential value of the contract exceeds $500,000.**

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	10	each	No Bid	
Product Catg.: 76004 - Backhoe/Loader Combination				
Item Description: **SUPER DUTY BACKHOE**				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	15	each	No Bid	
Product Catg.: 76004 - Backhoe/Loader Combination				
Item Description: **MEDIUM DUTY BACKHOE**				

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
ARE YOU REQUESTING THE SC RESIDENT VENDOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(I)&(II) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____Yes _____No
SC/US END-PRODUCT PREF. SECTION 11-35-1524, IIB & VIIB. SELECT SC END PRODUCT PREFERENCE IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN SC. SELECT US END PRODUCT IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN THE US. SELECT NO IF NOT CLAIMING A PREFERENCE.	Mandatory	No	_____YES, I AM CLAIMING SC END PRODUCT PREFERANCE _____YES, I AM CLAIMING US END PRODUCT PREFERANCE _____NO, I AM NOT CLAIMING EITHER PREFERANCE

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	9	each	No Bid	

Product Catg.: 76004 - Backhoe/Loader Combination

Item Description: **HEAVY DUTY BACKHOE**

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
ARE YOU REQUESTING THE SC RESIDENT VENDOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(I)&(II) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____Yes _____No
SC/US END-PRODUCT PREF. SECTION 11-35-1524, IIB & VIIB. SELECT SC END PRODUCT PREFERENCE IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN SC. SELECT US END PRODUCT IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN THE US. SELECT NO IF NOT CLAIMING A PREFERENCE.	Mandatory	No	_____YES, I AM CLAIMING SC END PRODUCT PREFERANCE _____YES, I AM CLAIMING US END PRODUCT PREFERANCE _____NO, I AM NOT CLAIMING EITHER PREFERANCE

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	10	each	No Bid	

Product Catg.: 76004 - Backhoe/Loader Combination

Item Description: HEAVY DUTY BACKHOE with:

- min 1.2 cy, 4-in-1 type bucket
- 4-wheel drive
- Extendable dipper
- In addition to the 24 inch trench bucket, a 48 inch cleanup and grading bucket shall be shipped with each unit.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
ARE YOU REQUESTING THE SC RESIDENT VENDOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(I)&(II) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____Yes _____No
SC/US END-PRODUCT PREF. SECTION 11-35-1524, IIB & VIIB. SELECT SC END PRODUCT PREFERENCE IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN SC. SELECT US END PRODUCT IF PRODUCT IS MADE, MANUFACTURED OR GROWN IN THE US. SELECT NO IF NOT CLAIMING A PREFERENCE.	Mandatory	No	_____YES, I AM CLAIMING SC END PRODUCT PREFERANCE _____YES, I AM CLAIMING US END PRODUCT PREFERANCE _____NO, I AM NOT CLAIMING EITHER PREFERANCE

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	8	each	$ 153,499.00	$ 1,227,992.00

Product Catg.: 76033 - Graders Motorized

Item Description: HEAVY DUTY MOTOR GRADER

INTENTIONALLY DELETED:

EQUIPMENT OPTIONS PERCENTAGE DISCOUNT OFF OF LIST PRICE

In lieu of bolt on cutting edge, provide bolt on digging teeth with quick change replaceable teeth. _____%

In lieu of an enclosed ROPS cab, provide an open ROPS cab, eliminating sub paragraphs 8.1 - 8.6 _____%

Backhoe buckets, except 48 and 60 inch cleanup and grading, provided with removable digging teeth or teeth with replaceable tips. Bucket shall include any necessary adapters and fittings for attachment to the backhoe:

12 inch trenching _____%
18 inch trenching _____%
24 inch heavy duty _____%
30 inch heavy duty _____%
36 inch heavy duty _____%
48 inch cleanup and grading _____%
60 inch heavy duty ditch cleaning type _____%

Loader bucket digging teeth: Provide bolt on digging teeth with quick change replaceable teeth. Delete bolt on cutting edge. _____%

Manually operated backhoe bucket quick coupler. _____
Various bucket sizes as above shall also be available. _____%

Wain Roy quick coupler, rigid type, furnished and installed, pinned to the backhoe dipper in place of the bucket. _____%

Wain Roy quick coupler attachments:
Bucket, backhoe, heavy duty, 24", minimum 315 lbs. weight, trenching type. Delete standard bucket. _____%
Bucket, backhoe, heavy duty, 60", minimum 370 lbs. weight, ditch cleaning type. Delete standard bucket. _____%

Front wheel drive, mechanical, with traction tread tires,. _____%

Bucket, heavy duty, 4 in 1 multi purpose minimum 1.25 cu. yd. (SAE heaped) capacity, bolt on cutting blade, complete with all hydraulics and controls required. Fixed installation. Delete standard bucket. _____%

Forklift attachment flip over, attached to loader bucket, 48 inch forks, adjustable width, minimum 3,000 lbs. capacity _____%

American Coupler System (ACS) hydraulic quick coupler, furnished and installed. _____%

Pressure and return line, quick-disconnect connection points, located on the loader bucket arm near the loader bucket pivot pin. _____%

ACS Coupler Attachments:

Forklift attachment, for use with ACS quick coupler, 48" forks, adjustable width, minimum 5,000 lbs. capacity. _____%

Bucket, loader, heavy-duty multi-purpose (4-in-1) type, minimum 1.25 cu. yd. (SAE heaped) capacity, complete with all hydraulics needed, with ACS quick coupler. Delete standard bucket. _____%

General purpose bucket, 1.25 cubic yards compatible with the American Coupler System (ACS). _____%

Extend-A-Hoe (Extendable dipperstick) with a minimum of 3' extension beyond reach of dipper supplied on base unit. Delete manufacturer's standard dipperstick. _____%

Demolition Hammer - Unit shall be equipped with a demolition hammer driven by the auxiliary hydraulic tool circuit and mounted on the backhoe boom in lieu of a bucket. _____%

The hammer shall be furnished complete with one or more of the following working tools as listed on the Purchase Order.

Pipe Driver _____%
Asphalt Cutter _____%
Straight Moil _____%
Line-Cut Chisel _____%
Tamper _____%
Post Driver, 3- or 4-inch (76 or 101 mm). _____%
30-Degree Breaker _____%

An auxiliary backhoe hydraulic tool circuit, quick-connect points and controls powered by the unit's central hydraulic system shall be provided. _____%

Outrigger cylinder guards to protect exposed cylinder shafts when outriggers are down. Guards shall automatically position themselves when outriggers are lowered and raised. _____%

Lever Controls - Delete requirement for pilot operated joysticks with switchable control pattern. _____%

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT A:

CERTIFICATION FORM - SIGNED BY MANUFACTURER REGARDING VENDOR'S ABILITY TO PROVIDE REPAIR SERVICES, INCLUDING WARRANTY WORK. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

ATTACHMENT B:

QUESTIONS RECEIVED AS A RESULT OF THE PRE BID CONFERENCE & THEIR CORRESPONDING ANSWERS.

ATTACHMENT C:

QUESTIONS RECEIVED AS A RESULT OF AMENDMENT A.

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED
AT: http://www.sctax.org/Forms+and+Instructions/withholding/default.htm [09-9005-1]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST – AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested!

- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences. [09-9010-1]

ATTACHMENT A:

CERTIFICATION FORM

MUST BE COMPLETED& RETURNED WITH BID SUBMITTAL

NAME OF MANUFACTURER: Volvo Construction Equipment North America, LLC

ADDRESS: One Volvo Drive
Asheville, NC 28803

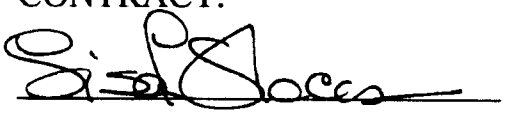
NAME OF BIDDER: ASC Construction Equipment USA, Inc.

ADDRESS: 2303 Airport Blvd.
Cayce, SC 29033

THIS SERVES AS CONFIRMATION THAT THE ABOVE NAMED BIDDER IS AN AUTHORIZED DISTRIBUTOR/DEALER FOR:

Volvo Construction Equipment North America, LLC (MANUFACTURER)

AND IS AUTHORIZED TO PROVIDE **SERVICE & WARRANTY WORK** TO END USERS OF THE STATE OF SOUTH CAROLINA CONTRACT FOR MOTOR GRADERS (HEAVY DUTY), BACKHOES (MEDIUM, HEAVY DUTY & SUPER DUTY), OR BOTH, PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT.



(Signature of Manufacturer's Representative)

Lisa C. Slocum (Printed name of Manufacturer's Representative)

Senior Paralegal, Dealer Transactions (Title of Manufacturer's Representative)

July 10, 2012 (Date Signed)

ATTACHMENT B:

Question and Answers:

Loader/Backhoe

1. Case asked will the state accept a deviation of 0.5" (zero point five inches) to set a new minimum wheelbase specification of 84.5" for Super Duty if all performance specifications in sections 16.3 and 17.3.1 are met or exceeded for Case Model 580SN WT?

	Bid Specification
Wheelbase Requirement	85 inches:
Standard Boom Lift	3670 lbs.:
Digging Depth	15ft
Overall reach beyond pivot point	19ft

Answer: No. The Case 580SN WT does not meet the loader bucket volume requirement and does not meet the backhoe digging depth and reach requirements with the manufacturer's standard 24 inch trenching bucket.

2. Case asked will the state accept a deviation of 0.5" (zero point five inches) to set a new minimum wheelbase specification of 84.5" for Super Duty if all performance specifications in sections 16.3 and 17.3.1 are met or exceeded for Case 590 SN?

Answer: Loader bucket volume and wheelbase requirement has been revised.

3. JCB asked if their hydraulic/demolition hammer (Model HM495Q) that meets all performance requirements, but weighs 925lbs (40 lbs. lighter than the established standard of 965lbs) found in paragraph 19.13, would be acceptable?

Answer: Yes. Paragraph 19.13 has been revised.

4. Blanchard Machinery asked on paragraphs 19.10 & 19.11: Bid is asking for ASC or ASC compatible quick coupler: If the machine is being purchased with the attachments, can another type of coupler be used? One of our machines comes standard with a coupler and we would have to remove it and install an ASC coupler. With many different coupler vendors available, why must we sole source an ASC?

   Answer: Paragraph 19.12 added for agencies that do not choose to use the ACS configuration.

5. Flint Equipment addressed paragraph 6.4 requesting Keyless Ignition be included in the specification for backhoes and motor graders.

   Answer: Paragraph 6.4 has been revised to allow a digital keypad.

6. Flint Equipment addressed paragraph 16.3.2 Super Duty in reference to the minimum lifting capacity of 7,900 lbs.; they asked that a separate specification be adopted to allow for inclusion of backhoes with only 7,200 lbs. of lifting capacity into the Super Duty Category.

   Answer: An additional heavy duty configuration has been added to the bidding schedule.

MOTOR GRADER

1. Blanchard Machinery asked about Section 25: Warranty: Bid states that machine should be "warranted for 1500 hours, irrespective of number of months". Can this be changed to something closed ended? We would suggest 84 months (7 years) or 5,000 hours.

   Answer: Paragraph 25 was amended to limit the warrant period to 60 months or 3000 hours.

2. Flint Equipment requested paragraph 5.8 of the Motor Grader specification be amended to read that a Key switch is preferred however a keyless ignition system was acceptable.

   Answer: Paragraph 6.4 has been revised to allow a digital keypad.

3. Flint Equipment requested an explanation for the allowance of steering mechanism when only one vendor does not have steering wheels. This explanation was requested in relation to a decision on their keyless ignition request.

   Answer: Presently either steering mechanism is acceptable as is either ignition mechanism.

4. Flint Equipment requested verification as to whether the push block was deleted from paragraph 15.13.

   Answer: The push block has been deleted.

5. Flint Equipment asked about inclusion of a month time frame to run in conjunction with the hour requirement found in paragraph 25.

   Answer: Paragraph 25 was amended to limit the warrant period to 60 months or 3000 hours.

ATTACHMENT C:

Question and Answers on Amendment 1

MOTOR GRADER:

1. From Flint Equipment:
   - Paragraph 16.1 Add for front mounted scarifier
   - Paragraph 16.2 Add for mid-mounted scarifier

   Question: Are you looking for a price on these two options combined, or to be listed separate?

   Answer: These are options that may be requested at time of purchase, but are not part of the bid evaluation. The "OPTIONAL ITEMS" clause applies:

OPTIONAL ITEMS:
Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.

2. From Flint Equipment and Blanchard:
   - Warranty (Page 54)

   Question: Can this paragraph also be changed to show 60 months, 3000 hours?

   Answer: Yes.

BACKHOE:

1. From Flint Equipment and Blanchard:
   - Optional Equipment covered under Section VII, Paragraph 5, on Page 47 of the solicitation.
   -

   Question: Request clarification on the statement concerning options included in the specification for the Super Duty Backhoe.

Current Wording: These specific options are included in the specification for the Super Duty Backhoe. These options may be removed at the request of the ordering entity.

Answer: Revise to read: Options listed in specification paragraphs 17.3.2.1 and 17.3.2.2 are to be included in the price of the Super Duty Backhoe.

Question: Are these to be included in the price of the Super Duty Backhoe?

Answer: Yes

2. From Hills Machinery:

Question: On the heavy duty configuration can the dig depth and reach be reduced to differentiate from the same super duty specs? (Ref paragraphs 17.2.1 and 17.2.2)

Answer: No

3. From Altman Tractor:

Question: I need some clarity on section 19 Equipment Optional Specs on Backhoe, because you deleted the Equipment Options discount page.

Answer: Refer to OPTIONS clause as per Question # 1 of this document under MOTOR GRADERS.

4. From Flint Equipment & Blanchard Machinery:

Question(s): Both sets of question deal with the 4% range of awarding criteria and/or what would occur should an awarded line item result in one (1) vendor and should that vendor go out of business.

Answer: Multiple awards of line items are being challenged by higher level procurement management due to the potential result of increased

prices. In order to gain support for unlimited multiple awards (as suggested by some members of the vendor community at the "Pre-Bid Conference") from both higher level procurement managers and our largest contract user, it was necessary to keep the price range for award small, i.e., 4%. This approach results in the unlimited number of potential awards per line item suggested by some members of the vendor community while assuring the State only competitively priced offers will be awarded. In order to gain support from higher level procurement management and our largest contract user for increasing the price range beyond 4%, it will likely be necessary to limit the number of awards per line to somewhere between the lowest 1, 2, or 3 responsive and responsible offers.

Contract administration matters tend to be very fact specific; therefore, the State elects not to speculate hypothetically during the solicitation process about how it will proceed during the performance phase of a contract. Should an awarded contract end prematurely (prior to the initial term plus all options to extend), the State will consider its option and proceed in its best interest.

Question and Answer

Loader/Backhoe

Hills Machinery:

Question: An additional Heavy Duty Configuration, as noted in Attachment B, answer to question 6, has been added to the Bidding Schedule; section VIII, Item 4. Is it possible to add an additional Reference Parameter line to the Questionnaire to insure this Line Item/Additional Configuration is accurately represented?

Answer: No need. The guidelines for Item 4 are clear.

HEAVY DUTY BACKHOE with:

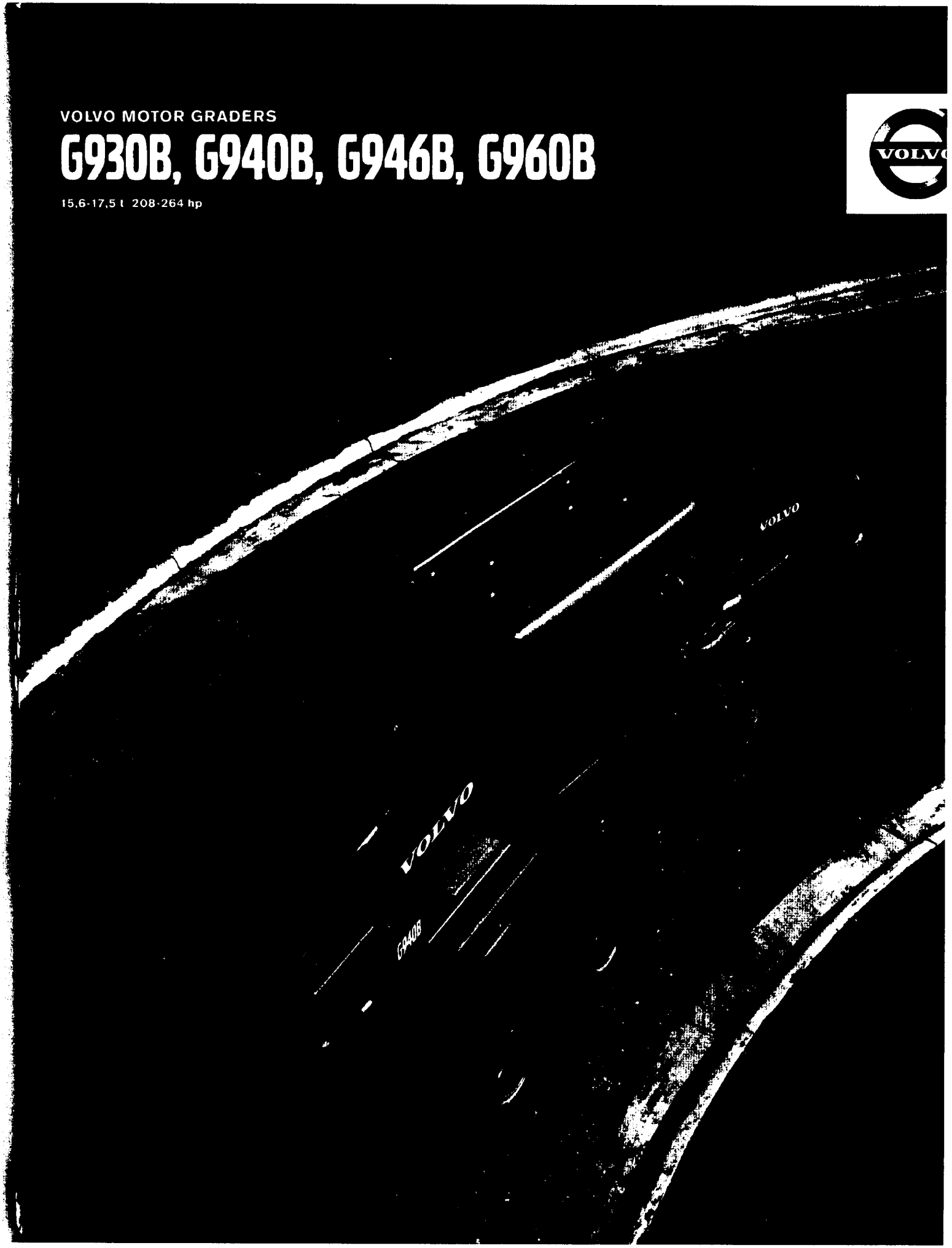
- min 1.2 cy, 4-in-1 type bucket
- 4-wheel drive
- Extendable dipper
- In addition to the 24 inch trench bucket, a 48 inch cleanup and grading bucket shall be shipped with each unit.

*****DON'T FORGET TO ACKNOWLEDGE THE AMENDMENTS ON PAGE TWO OF THE SOLICITATION*****

VOLVO MOTOR GRADERS

G930B, G940B, G946B, G960B

15,6-17,5 t 208-264 hp



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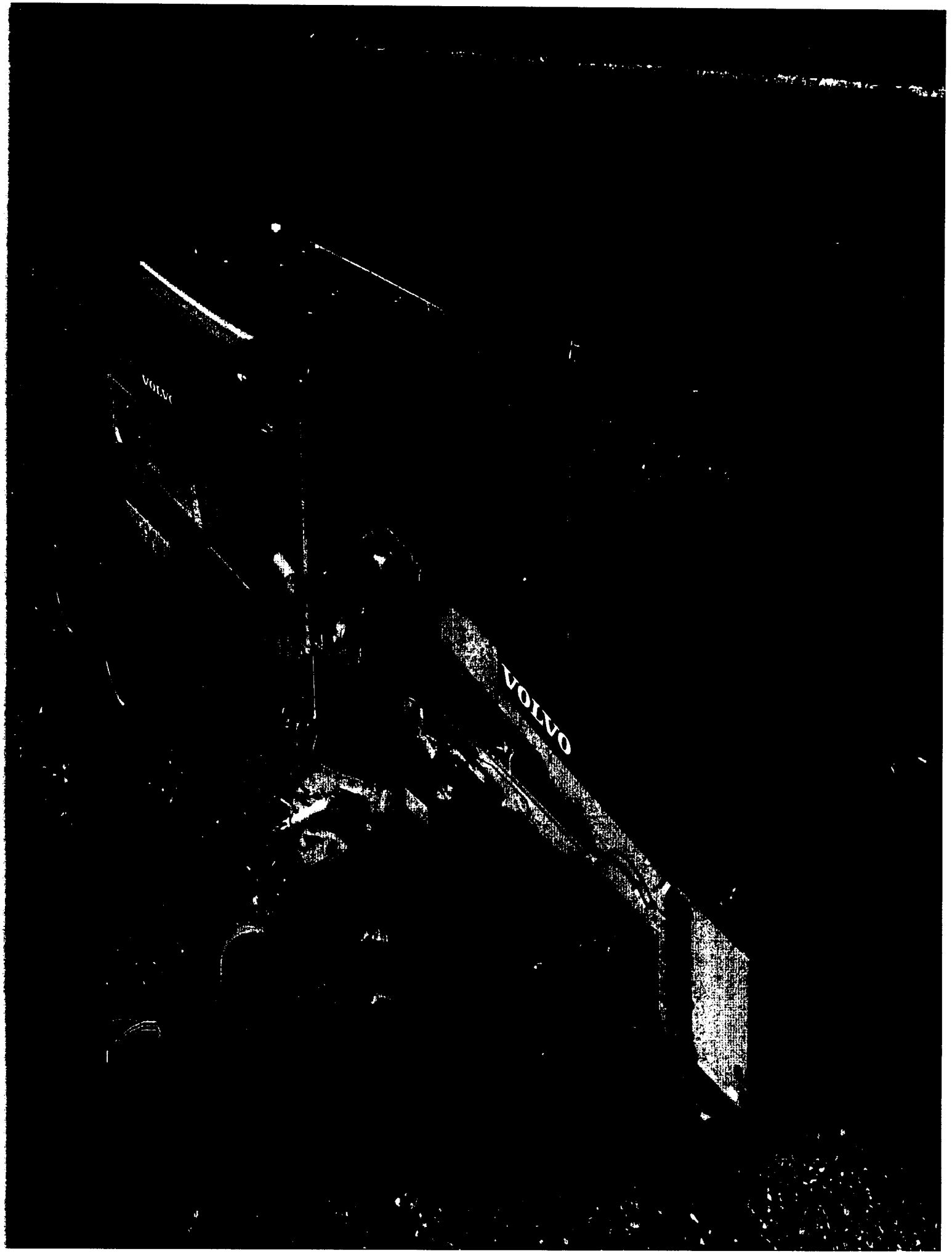

VOLVO

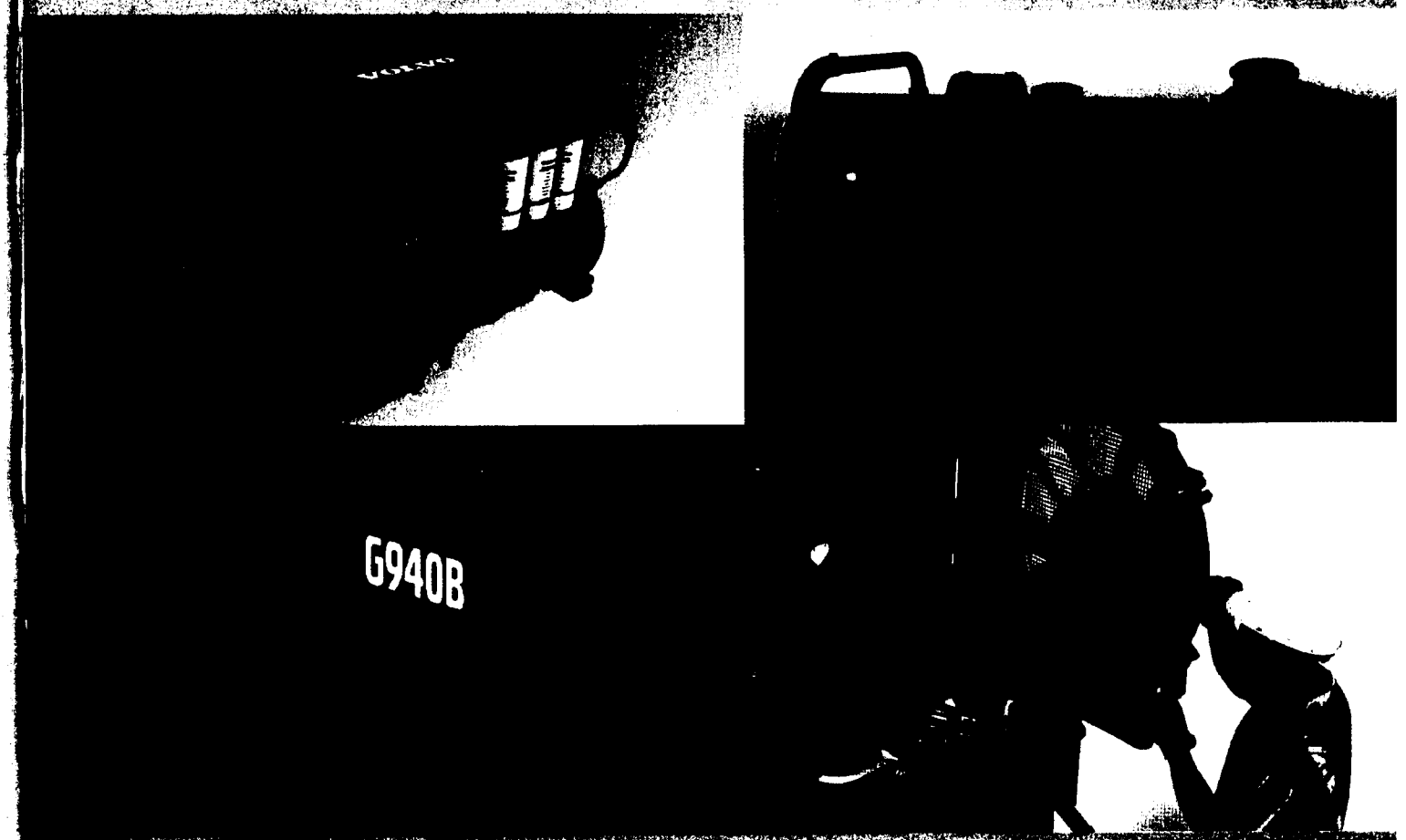
The latest Volvo engines are good for the environment and even better for [illegible] productivity. That's because they combine the most advanced design with [illegible] new technology, meeting new Tier 4 emissions requirements – and your [illegible] performance standards.

Powerful Tier 4i or EU Stage IIIB engine

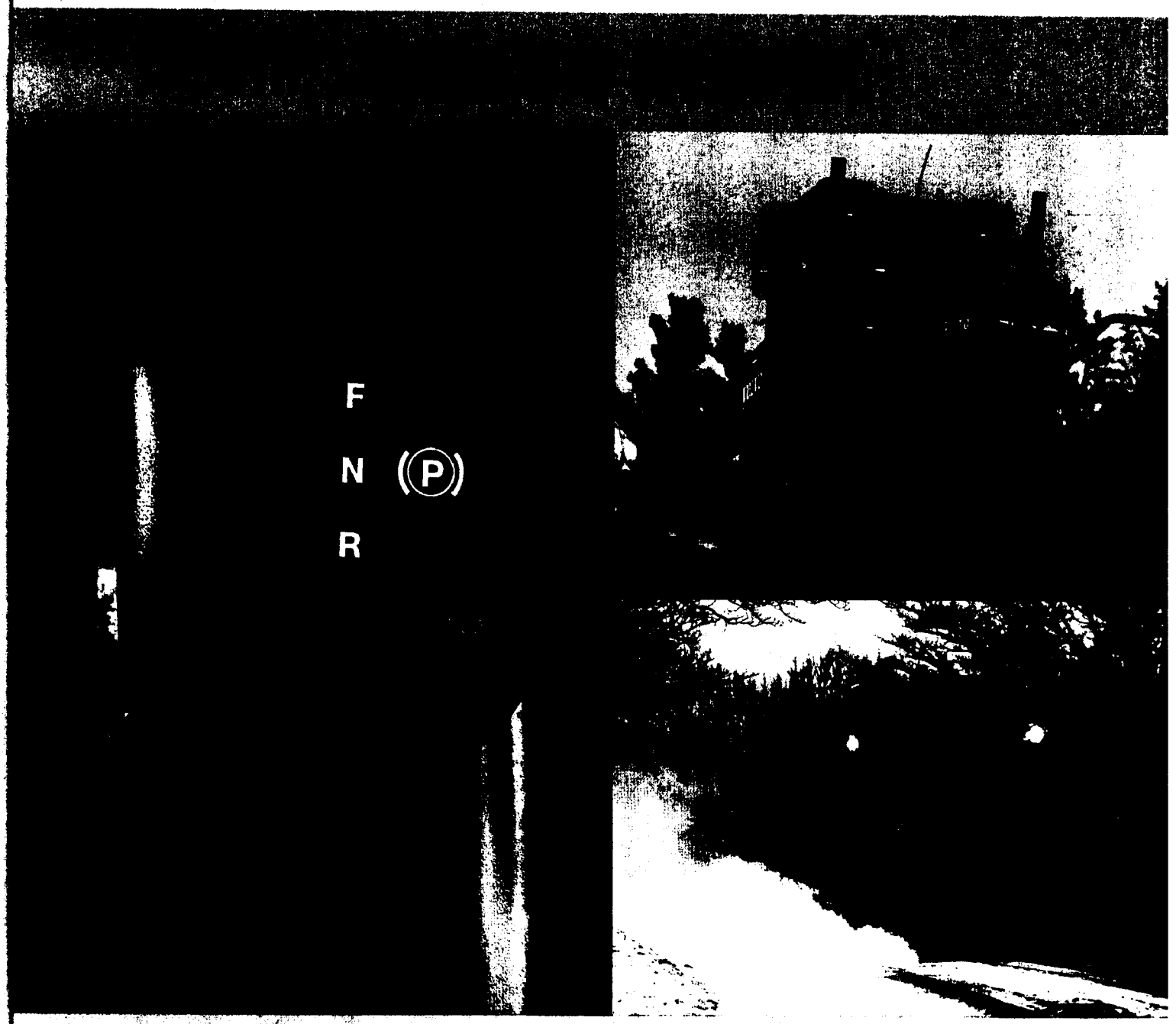
Volvo Tier 4-certified engine with V-ACT (Volvo Advanced Combustion Technology) and automatic over-speed protection. Increased and enhanced power and torque for every model. Results in less lug-down, faster recovery, reduced emissions and greater fuel efficiency. Provides lower operating costs and increased performance.

Cooled EGR

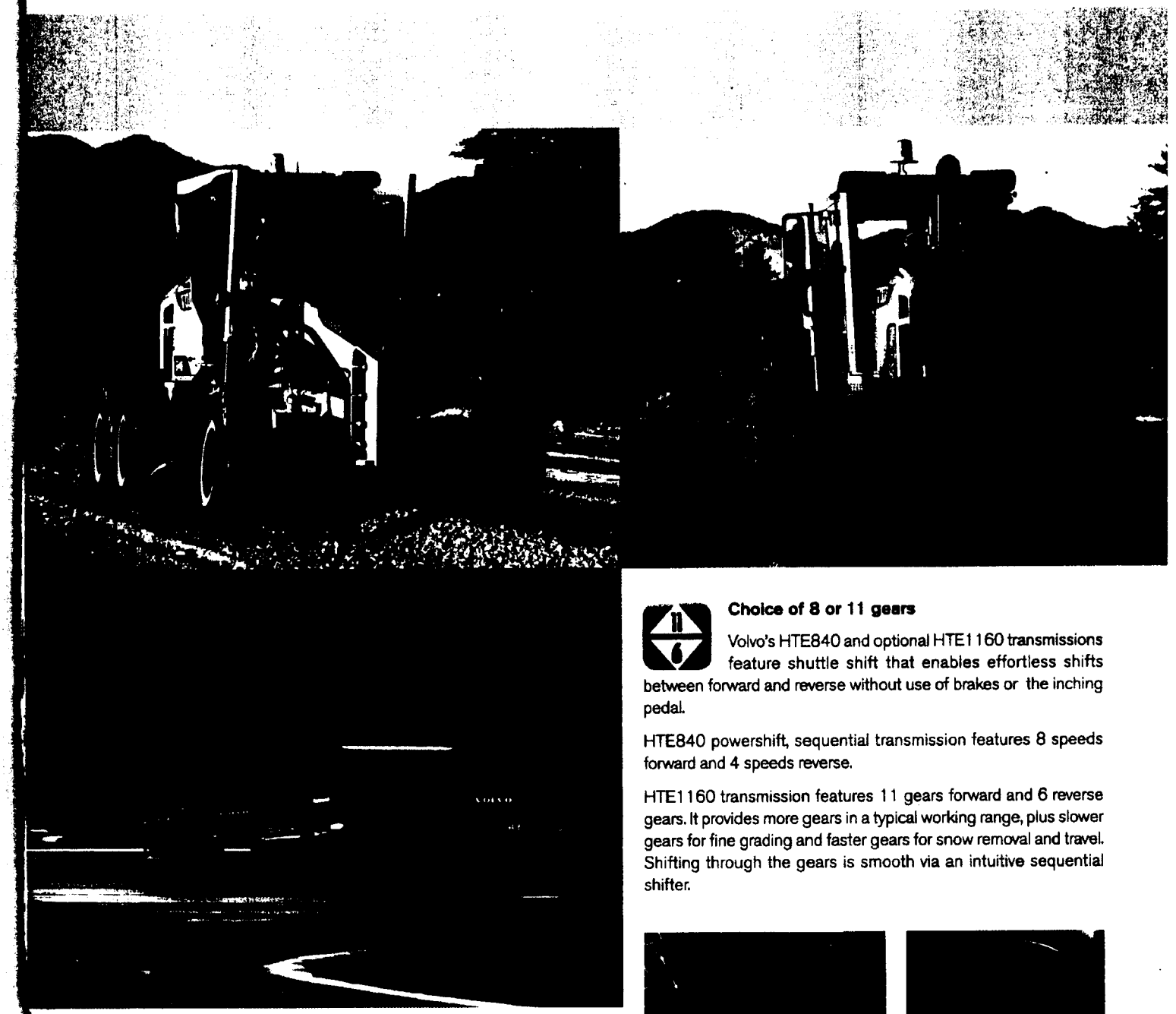
Volvo's cooled Exhaust Gas Recirculation (EGR) technology [illegible] meet new emission requirements by reducing the [illegible] the combustion chamber. This reduces the formation of [illegible] oxides by up to 50 percent.

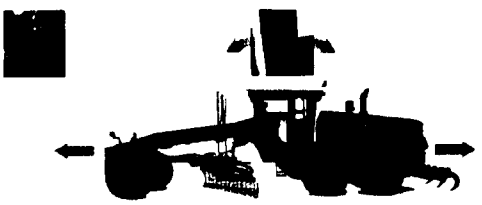


[illegible] unique design with non-stacked coolers, resulting in minimized clogging [illegible] the hinged radiator door. Variable speed, hydraulically-driven fan [illegible]



The Volvo powershift HTE840 transmission or the industry-exclusive HTE1160 transmission are designed to provide the right gear for any application. Both transmissions have been further enhanced to ensure smooth gear change and shuttle shift operation. When equipped with **optional** joystick control, transmission shifter is incorporated in the left hand joystick.





Smart Shift & Shuttle Shift

Smart Shift and Shuttle Shift are standard features of Volvo transmissions. Smart Shift recalls the last used forward or reverse gear. Combined with Shuttle Shift, it makes direction changes quick and effortless, reducing cycle time in typical grader applications.

Choice of 8 or 11 gears

Volvo's HTE840 and optional HTE1160 transmissions feature shuttle shift that enables effortless shifts between forward and reverse without use of brakes or the inching pedal.

HTE840 powershift, sequential transmission features 8 speeds forward and 4 speeds reverse.

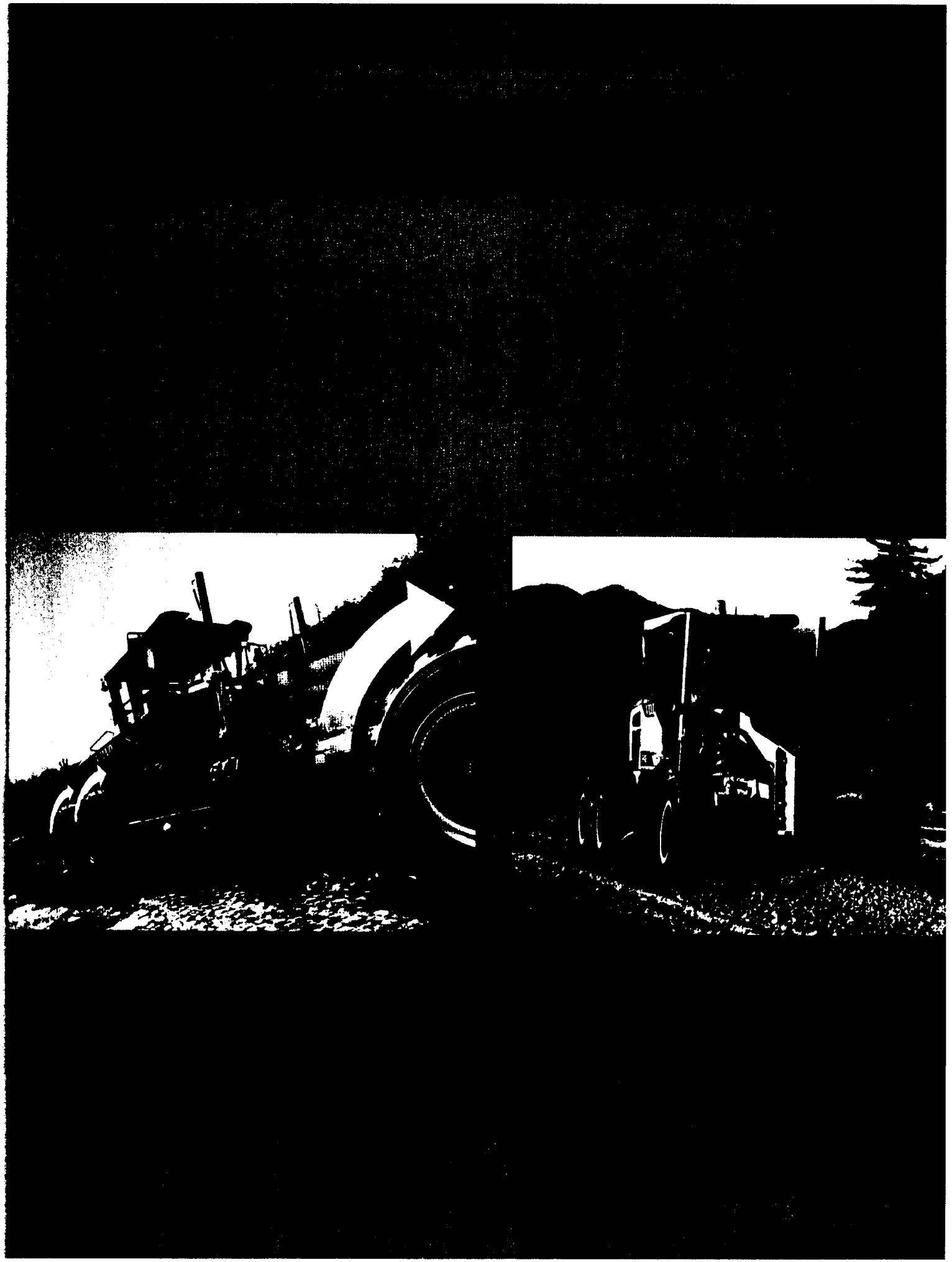
HTE1160 transmission features 11 gears forward and 6 reverse gears. It provides more gears in a typical working range, plus slower gears for fine grading and faster gears for snow removal and travel. Shifting through the gears is smooth via an intuitive sequential shifter.

Two autoshift modes

Volvo transmissions provide a choice of work and travel autoshift modes and programmable target gears. This secures optimal productivity and reduced fuel consumption. Autoshift feature is standard with HTE1160 and optional with the HT840 transmission.

Differential Lock

Volvo rear axle with planetary gears reduces load on the axle components for extended life. Operator-controlled hydraulic lockup differential ensures optimal traction when needed.



VOLVO

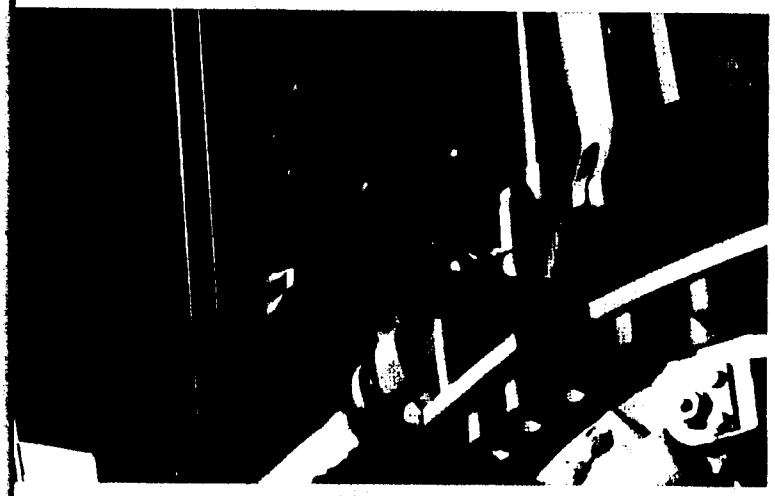
Volvo is committed to making operators' jobs easier and more productive. Cabs include plenty of glass for unobstructed views; easy-to-use ergonomic controls; a familiar steering wheel; comfortable seating and a Contronics system to keep operators informed of all functions in real time.

Cab visibility

The Volvo cab provides an unobstructed line of view to the moldboard, over the front frame and through the side and rear windows. Provides safer operation and easier maneuverability.

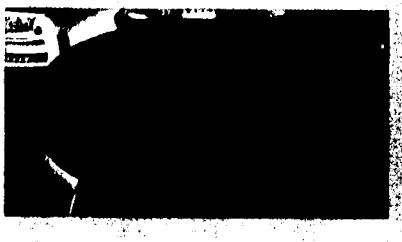
Industry standard controls

Controls with a familiar, industry-standard pattern include low effort, short-stroke levers and an adjustable pedestal centered in front of the operator.



Ergonomic comfort

The ergonomic cab is designed to make operators more comfortable. It features a high performance heating and ventilation as well as optional air conditioning system and an adjustable seat that reduces operator fatigue.

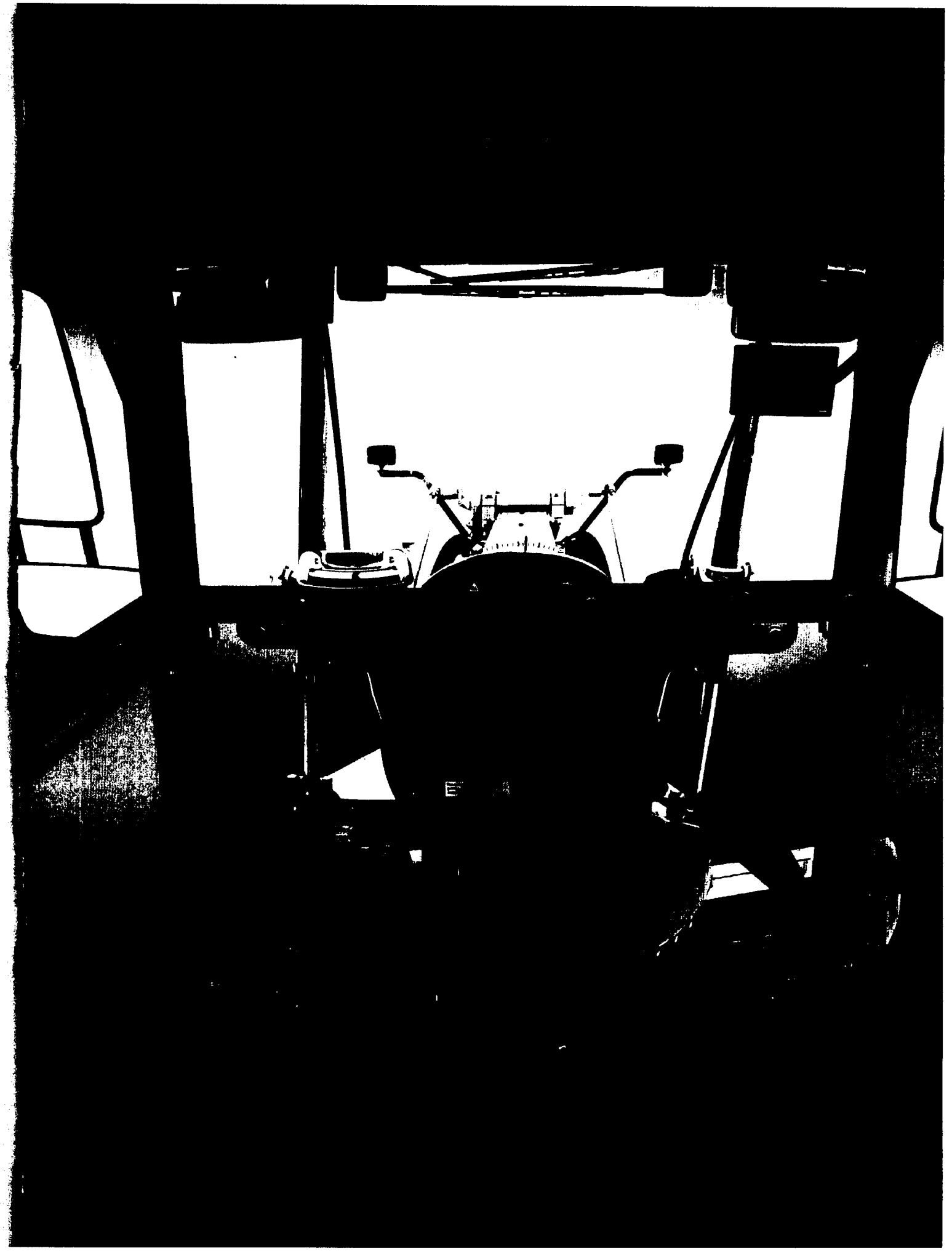


Contronics monitoring

Volvo's Contronics monitoring system has been expanded to provide real-time information on more grader functions. Integrated with MATRIS, Volvo's monitoring and tracking system, Contronics comes standard to enhance operation and protect your investment.

Familiar steering

When equipped with optional joystick controls, the steering wheel is still there for familiar, intuitive steering.



VOLVO
G940B

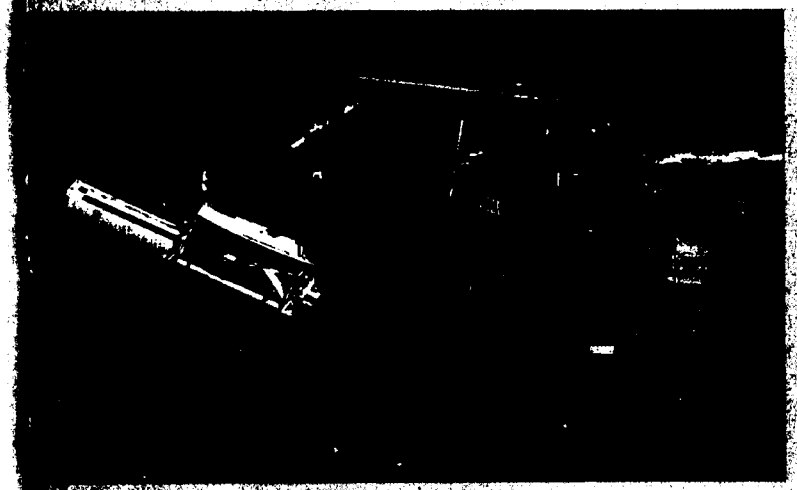
Volvo Motor Graders enhance profitable ownership by providing a quality machine inside and out, advanced safety features and easy service access that leads to more productivity.

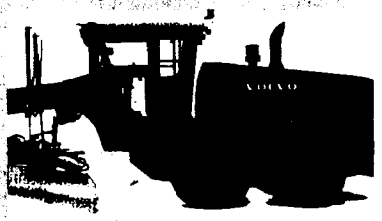
Twin gear circle turn system

Volvo's exclusive circle turn system uses twin gear, direct-acting hydraulic cylinders that provide instant, high output torque, enabling moldboard rotation under any load. This means there is no need to stop, reverse and change moldboard angle. This design has proven its superior power and durability through several generations of Volvo graders.

Lifetime frame warranty

Volvo exclusively offers an optional first user Lifetime Warranty on the front and rear frame, as well as on the articulation hinge and bearings. Provides even more peace of mind for owners.





Transmission location

The transmission is mounted beneath the cab and ahead of the articulation hinge, enhancing service access and contributing to the blade down pressure for greater productivity.

Level drawbar

Feature an asymmetrical drawbar ball stud that can be rotated 180 degrees in order to keep the drawbar in a horizontal, level position. Keeping the drawbar parallel to the ground is important when performing fine grading.

Dual crossover brake system

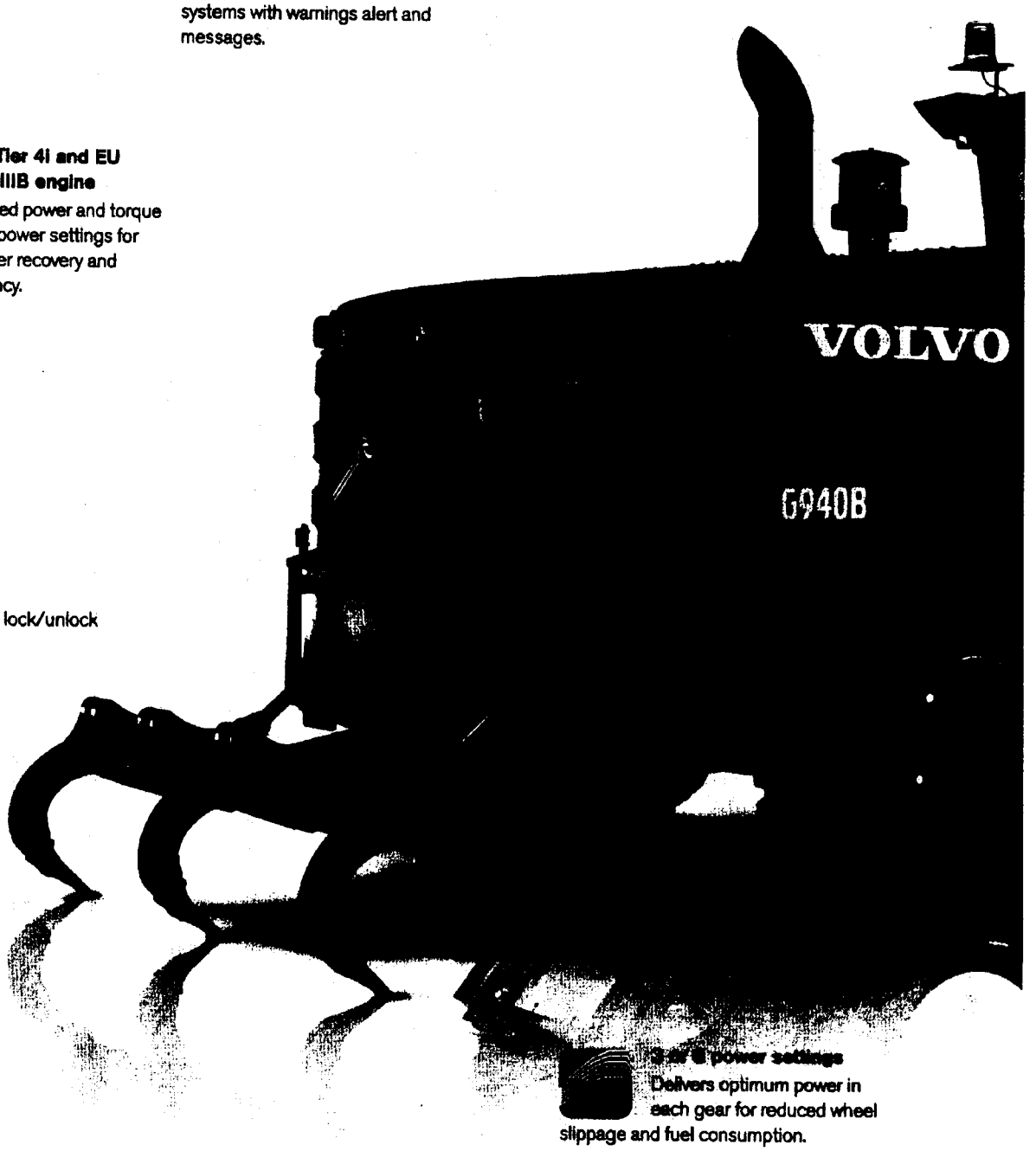
Individual, wet-type brakes are used on each rear wheel. A dual crossover brake system provides two circuits that work separately. If one circuit fails, balanced braking is still maintained.

TAKE A WALKAROUND.

Choice of controls
Choose standard, industry pattern hydraulic controls or contemporary Volvo joystick controls.

Contronics
Stay informed about all machine systems with warnings alert and messages.

Volvo Tier 4i and EU Stage IIIB engine
Increased power and torque with three or eight power settings for less lug-down, faster recovery and greater fuel efficiency.



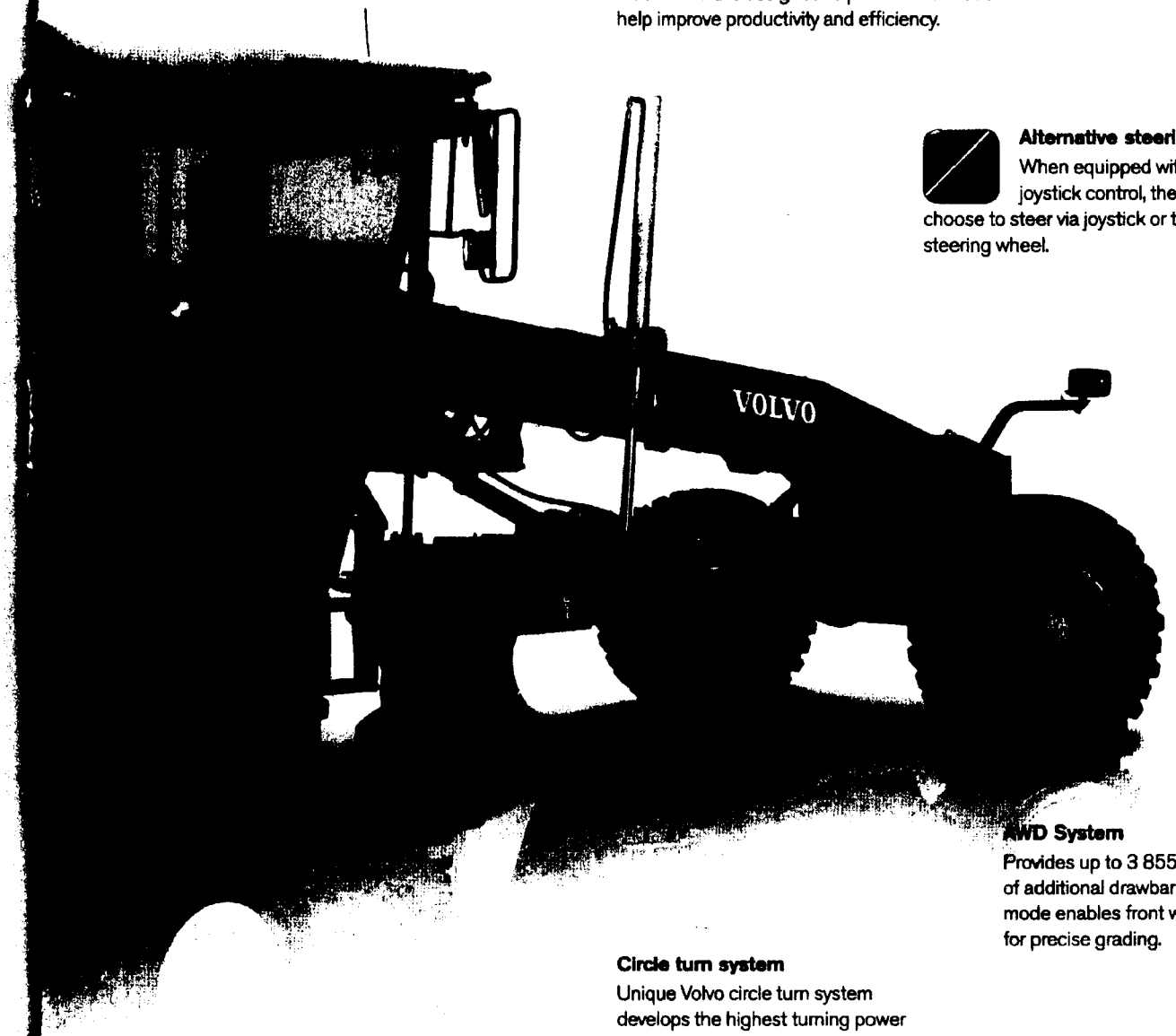
Differential lock
Operator controlled lock/unlock differential.

3 or 8 power settings
Delivers optimum power in each gear for reduced wheel slippage and fuel consumption.

Choice of transmissions
8 or 11 speed transmissions feature dual autoshift mode (optional with 8 speed transmission), Shuttle Shift, Smart Shift, programmable target gears and ground speed matching.

CareTrack®
CareTrack is the Volvo telematics system. It is equipped as standard on this machine and is designed to provide information to help improve productivity and efficiency.

Alternative steering system
When equipped with optional joystick control, the operator can choose to steer via joystick or the traditional steering wheel.



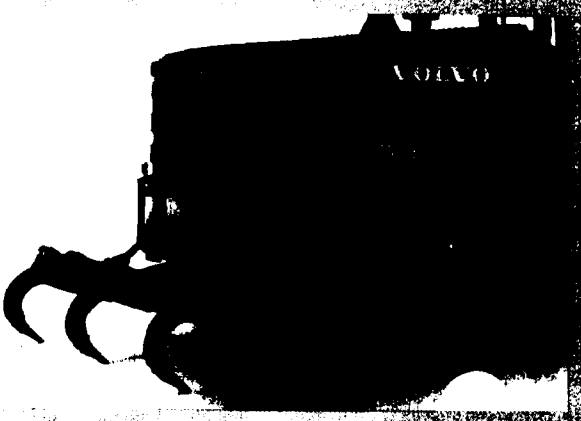
AWD System
Provides up to 3 855 kg (8,500 lb) of additional drawbar pull. Creep mode enables front wheel drive only for precise grading.

Circle turn system
Unique Volvo circle turn system develops the highest turning power in the industry, along with long-lasting components for precise grading.

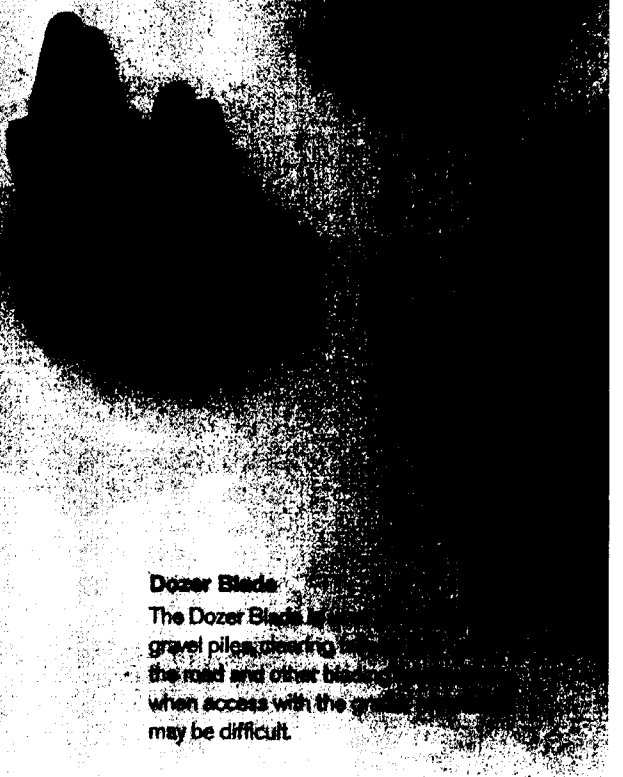
Shuttle Shift control
Saves cycle time by allowing change of forward-reverse direction without use of brakes and inching pedal.

ATTACHMENTS

Weight	kg	1080	lb	2380
Width	m	2.44	ft	8
Weight	kg	1040	lb	2515
Width	m	2.7	ft	9
Weight	kg	715	lb	1575
Width of cut	mm	1248	ft in	49"
Number of teeth	up to	11		
Penetration	mm	260	ft in	10.2"
Weight	kg	905	lb	1995
Width of cut	mm	1298	ft in	51"
Number of teeth	up to	11		
Penetration	mm	292	ft in	11.5"
Weight	kg	515	lb	1136
Weight	kg	1495	lb	3295
Width of cut	mm	2148	ft in	84.5"
Number of scarifier teeth	up to	9		
Number of ripper teeth	up to	9		
Max. ripping depth	mm	280	ft in	11"

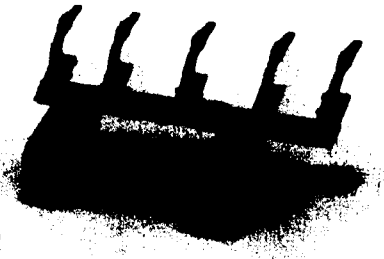


Attachment mounting
The rugged frame is factory equipped with the attachment brackets making future field installation easy and quick.



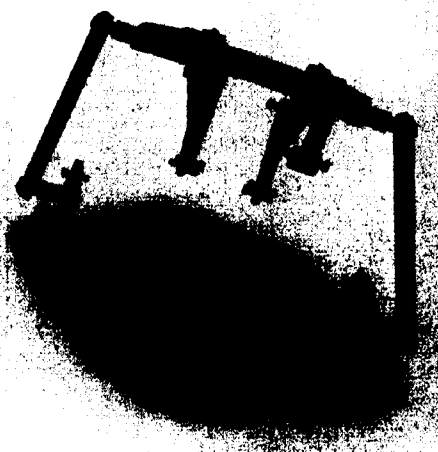
Front Mounted Scarifier
The Front Mounted Scarifier is mounted to the nose plate of the grader and is designed to break up compacted material, asphalt and rocky subgrade.

Dozer Blade
The Dozer Blade is [illegible] gravel piles, clearing [illegible] the road and other [illegible] when access with the grader may be difficult.

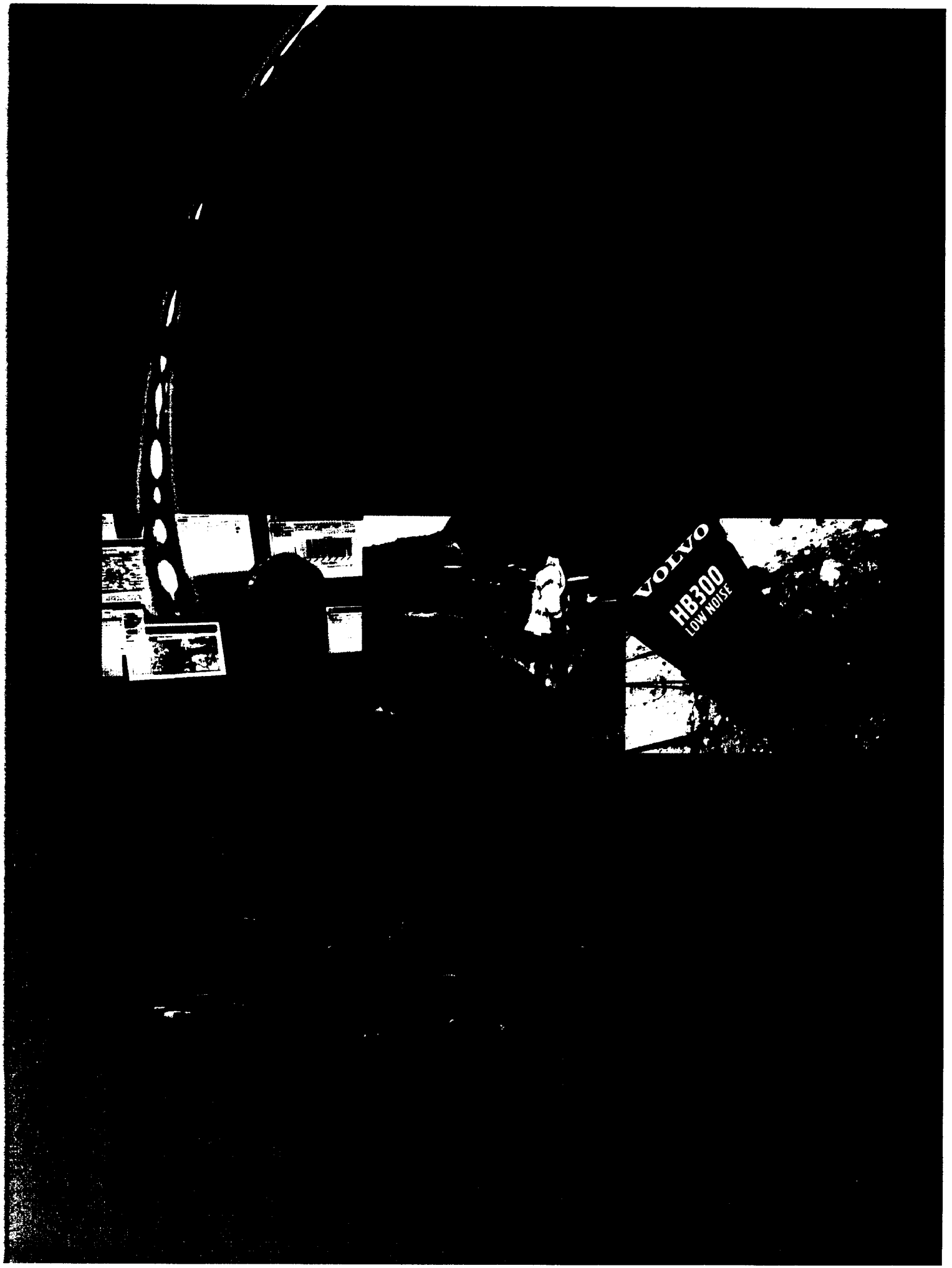


Ripper/Scarifier
The Ripper/Scarifier is a rear frame mounted tool used for breaking up asphalt or other hard-pack aggregates prior to blading. Uniform mixing of coarse and fines can also be achieved for improved compaction of road surfaces.

Mid Mounted Scarifier
The Mid Mount Scarifier is mounted behind the front axle and it ensures optimum cutting ability, combined with excellent visibility.
Not available on AWD models.



Push Block (shown installed)
The Push Block performs as a counterweight when a rear ripper is installed and as a push point when the grader may be called to be used as a push vehicle.


VOLVO
HB300
LOW NOISE

VOLVO

Base operating weight - approximate Weights shown include enclosed low profile cab with ROPS, all operating fluids, operator and standard equipment.

Base - Total	kg (lb)	15 658 (34,520)	16 258 (35,843)	17 158 (37,827)	17 558 (38,709)
On front wheels	kg (lb)	4 695 (10,351)	4 712 (10,388)	4 974 (10,966)	5 100 (11,244)
On rear wheels	kg (lb)	10 963 (24,169)	11 546 (25,455)	12 184 (26,861)	12 458 (27,465)
Maximum combined capacity	kg (lb)	21 300 (46,958)	21 319 (47,000)	21 172 (47,999)	21 863 (48,200)
Maximum weight - front	kg (lb)	7 575 (16,700)	7 575 (16,700)	7 575 (16,700)	7 575 (16,700)
Maximum weight - rear	kg (lb)	14 243 (31,400)	14 243 (31,400)	14 243 (31,400)	14 288 (31,500)

Note that adding weight and attachments to the base grader may necessitate a tire upgrade as maximum weight capacity of tire may be exceeded.

Productivity (Standard equipment)

Blade pull at base weight (0.9 traction co-efficient)	kg (lb)	9 867 (21,752)	10 391 (22,910)	14 821 (32,675)	11 212 (24,719)
Blade pull at max. base weight (0.9 traction co-efficient)	kg (lb)	12 819 (28,260)	12 819 (28,260)	16 674 (36,760)	12 859 (28,350)
Blade down force capability	kg (lb)	8 179 (18,005)	8 152 (17,943)	8 605 (18,941)	8 823 (19,421)

Blade down force is the maximum downward force which may be applied at the cutting edge.

Engine data

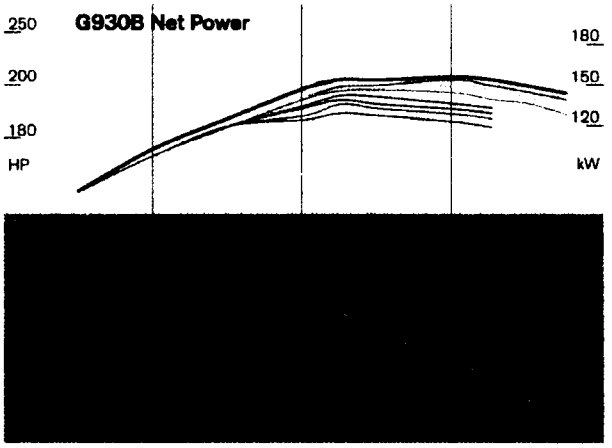
Model	Volvo	D8HGBE4	D8HGBE4	D8HGAE4	D8HGAE4
Turbocharged, aftercooled with replaceable wet-type cylinder liners.					
No. of cylinders	In Line	6	6	6	6
Bore & stroke	mm	110 x 136	110 x 136	110 x 136	110 x 136
	(in)	4.331 x 5.354	4.331 x 5.354	4.331 x 5.354	4.331 x 5.354
Displacement	l (cu in)	7,8 (476)	7,8 (476)	7,8 (476)	7,8 (476)

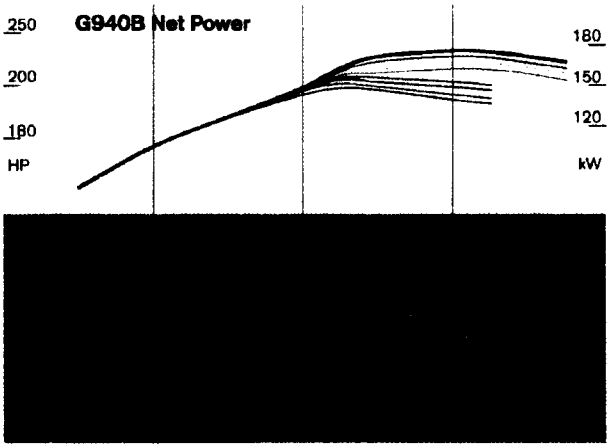
Engine certified to US EPA Tier 4/EU Stage IIIB exhaust emission standards.

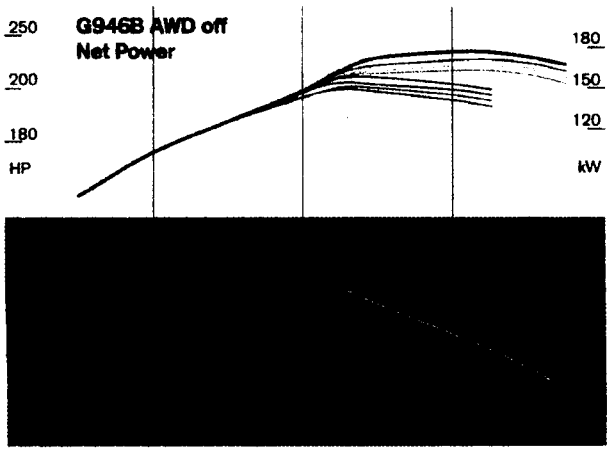
Electrical system

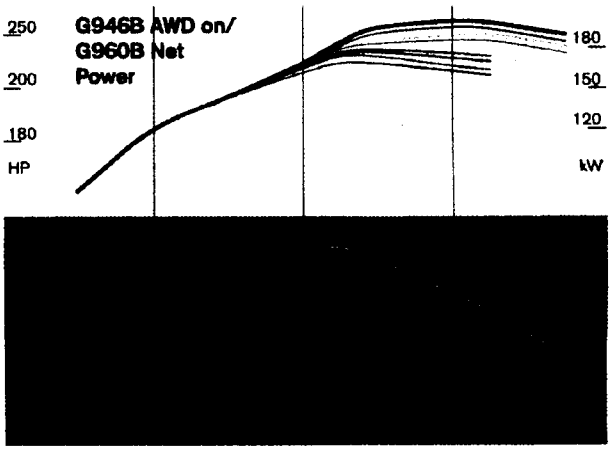
	24 volt - 2640 watt (110 amp) alternator	24 volt - 2640 watt (110 amp) alternator	24 volt - 2640 watt (110 amp) alternator	24 volt - 2640 watt (110 amp) alternator
Batteries (two 12 volt) maintenance free, heavy duty CCA (RC)	2 200 (420)	2 200 (420)	2 200 (420)	2 200 (420)

Two 12 volt 1125 CCA (195 RC) or 1300 CCA (385 RC) batteries available optionally.









3 Range engine power control (8 speed transmission)				
Base range power - (F1-F2)				
Net engine power kW (hp)	119 (160)	146 (196)	146 (196)	167 (223)
Net peak torque N.m (lb.ft)	597 (440)	990 (730)	990 (730)	1123 (828)
Mid range power - (F3 - F5)				
Net engine power kW (hp)	141 (190)	154 (207)	154 (207)	176 (236)
Net peak torque N.m (lb.ft)	950 (701)	990 (730)	990 (730)	1123 (828)
High range power - (F6 - F8)				
Net engine power kW (hp)	155 (208)	173 (232)	173 (232)	197 (264)
Net peak torque N.m (lb.ft)	995 (734)	1021 (753)	1021 (753)	1151 (849)
8 Range engine power control (11 speed transmission)				
Power Range for F1-F4				
Net engine power kW (hp)	119 (160)	146 (196)	146 (196)	167 (224)
Net peak torque N.m (lb.ft)	597 (440)	990 (730)	990 (730)	1123 (828)
Power Range for F5				
Net engine power kW (hp)	135 (182)	149 (201)	149 (201)	171 (231)
Net peak torque N.m (lb.ft)	950 (701)	990 (730)	990 (730)	1123 (828)
Power Range for F6				
Net engine power kW (hp)	138 (186)	152 (205)	152 (205)	175 (235)
Net peak torque N.m (lb.ft)	950 (701)	990 (730)	990 (730)	1136 (838)
Power Range for F7				
Net engine power kW (hp)	141 (191)	154 (207)	154 (207)	176 (237)
Net peak torque N.m (lb.ft)	950 (701)	990 (730)	990 (730)	1136 (838)
Power Range for F8				
Net engine power kW (hp)	145 (196)	160 (216)	160 (216)	183 (247)
Net peak torque N.m (lb.ft)	945 (697)	991 (731)	991 (731)	1126 (830)
Power Range for F9				
Net engine power kW (hp)	149 (200)	164 (221)	164 (221)	187 (252)
Net peak torque N.m (lb.ft)	955 (704)	1001 (738)	1001 (738)	1131 (834)
Power Range for F10				
Net engine power kW (hp)	153 (206)	170 (228)	170 (228)	193 (259)
Net peak torque N.m (lb.ft)	955 (704)	1011 (745)	1011 (745)	1141 (841)
Power Range for F11				
Net engine power kW (hp)	155 (208)	173 (232)	173 (232)	197 (264)
Net peak torque N.m (lb.ft)	995 (734)	1021 (753)	1021 (753)	1151 (849)
Engine de-rating at 3 000 m (9,800 ft) altitude	None	None	4%	4%

Rated net horsepower SAE J1349/ISO 9249

Transmission

Fully sequential, direct drive, Volvo powershift transmission. Engine cannot be started if transmission is in gear. Single lever electronic transmission controller provides self-diagnostics and overspeed protection. Optional HTE1160 has automatic shifting and travel mode as standard equipment.

Approximate values - ground speeds may vary based upon tire brand

Tire Size	14:00	17.5		14:00	17.5
Gear @ RPM	**km/h (mph)**	**km/h (mph)**	**Gear @ RPM**	**km/h (mph)**	**km/h (mph)**
F1 @ 1900	3,7 (2.4)	3,7 (2.3)	F1 @ 1900	2,9 (1.8)	2,9 (1.8)
F2 @ 1900	5,2 (3.2)	5,1 (3.2)	F2 @ 1900	3,8 (2.4)	3,7 (2.3)
F3 @ 1900	7,3 (4.6)	7,2 (4.5)	F3 @ 1900	5,0 (3.1)	5,0 (3.1)
F4 @ 1900	10,2 (6.4)	10,1 (6.3)	F4 @ 1900	6,5 (4.1)	6,5 (4.0)
F5 @ 1900	14,5 (9.0)	14,3 (8.9)	F5 @ 1900	8,5 (5.3)	8,4 (5.3)
F6 @ 2100	23,4 (14.6)	23,1 (14.5)	F6 @ 1900	11,1 (6.9)	10,9 (6.8)
F7 @ 2100	32,9 (20.5)	32,5 (20.3)	F7 @ 1900	14,7 (9.2)	14,5 (9.1)
F8 @ 2100	45,9 (28.7)	45,3 (28.3)	F8 @ 2100	22,7 (14.2)	22,4 (14.0)
			F9 @ 2100	29,4 (18.4)	29,0 (18.1)
			F10 @ 2100	38,5 (24.1)	38.0 (23.8)
			F11 @ 2100	49,9 (31.2)	49,2 (30.8)
R1 @ 1900	3,7 (2.3)	3,6 (2.3)	R1 @ 1900	2,9 (1.8)	2,8 (1.8)
R2 @ 1900	7,2 (4.5)	7,1 (4.4)	R2 @ 1900	5,0 (3.1)	4.9 (3.1)
R3 @ 1900	14,3 (8.9)	14,1 (8.8)	R3 @ 1900	8,4 (5.3)	8,3 (5.2)
R4 @ 2100	32,3 (20.2)	31,9 (20.0)	R4 @ 1900	11,2 (7.0)	11,0 (6.9)
			R5 @ 2100	22,3 (13.9)	22,0 (13.7)
			R6 @ 2100	37,9 (23.7)	37,4 (23.4)

Engine Power Range	**Volvo HTE840**		**Volvo HTE1160**		
Base Range	F1, F2	R1	1st Range	F1-F4	R1
Mid Range	F3- F5	R2, R3	2nd Range	F5	R2
High Range	F6 - F8	R4	3rd Range	F6	R3
			4th Range	F7	R4
			5th Range	F8	R5
			6th Range	F9	R6
			7th Range	F10	
			8th Range	F11	

Tandems					
Depth	mm (in)	226,5 (8.9)	226,5 (8.9)	226,5 (8.9)	226,5 (8.9)
Height	mm (in)	616 (24.25)	616 (24.25)	616 (24.25)	616 (24.25)
Thickness					
inner wall	mm (in)	25 (1)	25 (1)	25 (1)	25 (1)
outer wall	mm (in)	20 (.78)	20 (.78)	20 (.78)	20 (.78)
Center distance	mm (in)	1 550 (61)	1 550 (61)	1 550 (61)	1 550 (61)
Drive chain pitch	mm (in)	51 (2)	51 (2)	51 (2)	51 (2)
Oscillation	degrees ±	15°	15°	15°	15°
Model	Volvo	APR70	APR70	APR70	APR70
Planetary final reduction with an operator controlled wet multiple disc lock/unlock differential.					
Tire size		14:00 x 24, G-2	14:00 x 24, G-2	14:00 x 24, G-2	14:00 x 24, G-2
Ply rating (PR)		12	12	12	12
Rim size	mm (in)	223 (9) One piece rim	223 (9) One piece rim	254 (10) Three piece rim	254 (10) One piece rim
Bolt-on rims interchangeable between front and rear		Yes	Yes	No	Yes
Wheel lean	degrees R & L	18°	18°	18°	18°
Oscillation	degrees up & down	16°	16°	16°	16°
Ground clearance	mm (in)	610 (24)	610 (24)	610 (24)	610 (24)
Minimum turning radius using front axle steering, articulation, wheel lean and unlocked differential	mm (ft)	7 265 (23'10")	7 265 (23'10")	7 265 (23'10")	7 265 (23'10")
Steering arc	degrees	50°	50°	50°	50°
Frame articulation angle	degrees	23°	23°	23°	23°

Anti-drift lock valve ensures stable operation. Articulation lock standard.

Hydrostatic power steering of front wheels incorporating two steering cylinders. Meets SAE J1511 FEB. 94, ISO 5010:1992, EN12643:1997 with optional secondary steering.

Service Brakes: Foot operated

Fade resistant, hydraulically actuated, wet multiple disc service brakes located at the 4 tandem drive wheels are fully sealed and maintenance free. System features crossover dual braking circuits for uniform braking on both sides of the grader. Includes reserve power assist and operator warning system (visual and audible).

Parking Brake
Spring applied hydraulically released enclosed wet multiple disc type parking brake in final drive. Effective on all 4 tandem drive wheels. Transmission cannot be engaged with park brake on.

Braking systems comply to SAE J/EN ISO 3450:1996.
Volvo uses asbestos free brake components.

Minimum dimensions of box section	mm (in)	265 x 340 (10.5 x 13.5)	265 x 340 (10.5 x 13.5)	265 x 340 (10.5 x 13.5)	265 x 340 (10.5 x 13.5)
Plate thickness sides, top & bottom	mm (in)	20 (.79)	20 (.79)	20 (.79)	25 & 30 (1 & 1.2)
Vertical section modulus at arch	cm^3 (cu in)	1 950 (119)	1 950 (119)	2 671 (163)	2 671 (163)
minimum	cm^3 (cu in)	1 663 (101)	1 663 (101)	2 256 (138)	2 256 (138)
maximum	cm^3 (cu in)	3 474 (212)	3 474 (212)	4 652 (284)	4 652 (284)
Full perimeter type					
Minimum dimensions of side rail	mm (in)	254 x 100 (10 x 4)	254 x 100 (10 x 4)	254 x 100 (10 x 4)	305 x 100 (12 x 4)
Side plate thickness	mm (in)	9,6 (.38)	12,7 (.5)	12,7 (.5)	25,4 (1)
Standard moldboard with replaceable end bits	mm (in)	22 x 635 x 3 658 (.87 x 25 x 12')	22 x 635 x 3 658 (.87 x 25 x 12')	22 x 635 x 3 658 (.87 x 25 x 12')	22 x 635 x 3 658 (.87 x 25 x 12')
Moldboard material		SAE 1050 high carbon steel	SAE 1050 high carbon steel	SAE 1050 high carbon steel	SAE 1050 high carbon steel
Edge: through hardened	mm (in)	152 x 16 (6 x 5/8) boron steel	152 x 16 (6 x 5/8) boron steel	152 x 16 (6 x 5/8) boron steel	152 x 16 (6 x 5/8) boron steel
Bolt spacing	mm (in)	152 (6)	152 (6)	152 (6)	152 (6)
Bolt size	mm (in)	16 (5/8)	16 (5/8)	16 (5/8)	16 (5/8)
Slide rails supported by Duramide™ bearings		YES	YES	YES	YES
Moldboard Blade Control System (Dimensions shown with standard 14.00 tires and moldboard)					
		Left/Right	Left/Right	Left/Right	Left/Right
Reach outside tires - articulated frame	mm (in)	3 048/3 035 (120/119.5)	3 048/3 035 (120/119.5)	3 048/3 035 (120/119.5)	3 048/3 035 (120/119.5)
Reach outside tires - straight frame	mm (in)	2 020/2 010 (80/79)	2 020/2 010 (80/79)	2 020/2 010 (80/79)	2 020/2 010 (80/79)
Moldboard slide	mm (in)	673/673 (26.5/26.5)	673/673 (26.5/26.5)	673/673 (26.5/26.5)	673/673 (26.5/26.5)
Circle side shift	mm (in)	775/749 (30.5/29.5)	775/749 (30.5/29.5)	775/749 (30.5/29.5)	775/749 (30.5/29.5)
Maximum bank sloping angle, left - right	degrees	90°/90°	90°/90°	90°/90°	90°/90°
7 Position Blade Control system linkage		YES	YES	YES	YES
Moldboard ground clearance	mm (in)	445 (17.5)	445 (17.5)	445 (17.5)	445 (17.5)
Moldboard cutting depth	mm (in)	790 (31)	790 (31)	790 (31)	790 (31)
Moldboard tilt range	degrees forward degrees back	47° 5°	45° 6°	45° 6°	45° 6°

Superior moldboard mobility permits steep ditch cutting angles and back sloping outside overall machine width.

Circle					
Pitch diameter	mm (in)	1 626 (64)	1 626 (64)	1 626 (64)	1 626 (64)
Thickness	mm (in)	32 (1.25)	32 (1.25)	32 (1.25)	32 (1.25)
Adjustable circle wear plates - standard / optional		3 / 5	3 / 5	3 / 5	3 / 5

Duramide™ wear plates prevents metal-to-metal contact and provides maximum service life.

Circle drive

The Volvo dual gear Circle Drive System uses direct acting hydraulic power for exceptional turning and holding capability under full load. Circle Drive System uses two hardened drive pinions and is protected against impact damage by an overload relief valve as standard equipment.

Rotation	degrees	360°	360°	360°	360°
Drawbar					
Dimensions of box section	mm (in)	165 x 165 (6.5 x 6.5)	165 x 165 (6.5 x 6.5)	165 x 165 (6.5 x 6.5)	165 x 165 (6.5 x 6.5)
Plate thickness	mm (in)	25 & 19 (1 & .75)	25 & 19 (1 & .75)	25 & 19 (1 & .75)	25 & 19 (1 & .75)
Cab & controls					
High profile cab with ROPS/FOPS interior height	mm (in)	1 855 (73)	1 855 (73)	1 855 (73)	1 855 (73)
Low profile cab with ROPS/FOPS interior height	mm (in)	1 620 (64)	1 620 (64)	1 620 (64)	1 620 (64)

All Volvo Grader cabs and canopies are designed to meet or exceed EN/ISO 3471:2008 and EN/ISO 3449:2008 Level 2 FOPS requirements.
The retractable seatbelt is 76 mm (3") wide and meets SAE J386 NOV. 97 and EN ISO 6683:1999. Industry standardized control lever arrangement.
Interior operator noise levels average 72 dB(A) per ISO 6394:1998 (enclosed cab).

Hydraulics

Circuit type: Closed center, load sense Proportional Demand Flow (PDF) Hydraulic System, with O-ring face seal hose connections.

Main hydraulic pump type		Axial piston type	Axial piston type	Axial piston type	Axial piston type
Maximum pressure	Bar (psi)	207 (3,000)	207 (3,000)	207 (3,000)	207 (3,000)
Output at 2100 rpm	lpm (gpm)	208 (55)	208 (55)	208 (55)	208 (55)
Stand by pressure	Bar (psi)	24 (350)	24 (350)	24 (350)	24 (350)

Hydraulic fan drive pump

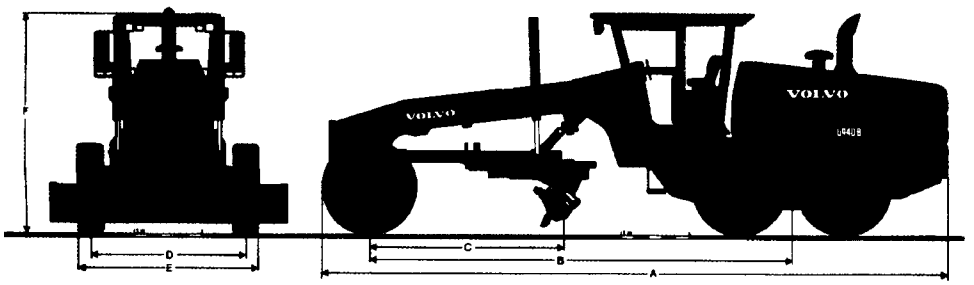
Separate axial piston pump dedicated to the variable speed cooling fan.

Capacities					
Fuel tank	l (U.S. Gal.)	340 (90)	400 (105)	400 (105)	400 (105)
Transmission	l (U.S. Gal.)	61 (16)	61 (16)	61 (16)	61 (16)
Final drive	l (U.S. Gal.)	22,7 (6)	22,7 (6)	22,7 (6)	22,7 (6)
Tandems (each)	l (U.S. Gal.)	100 (26.4)	100 (26.4)	100 (26.4)	100 (26.4)
Hydraulic oil tank	l (U.S. Gal.)	91 (24)	91 (24)	144 (38)	91 (24)
Coolant antifreeze protection to -50° C (-58° F) approximate	l (U.S. Gal.)	31 (8.2)	31 (8.2)	34 (9.0)	34 (9.0)
Engine oil	l (U.S. Gal.)	21,5 (5.7)	21,5 (5.7)	21,5 (5.7)	21,5 (5.7)
Attachments					
(Optional unless otherwise stated as standard equipment)					
Push Block	kg (lb)	515 (1,138)	515 (1,138)	515 (1,138)	515 (1,138)
Ripper includes rear frame arch support and links	kg (lb)	1 495 (3,295)	1 495 (3,295)	1 495 (3,295)	1 495 (3,295)
Mid Mount Scarifier	kg (lb)	905 (1,995)	905 (1,995)		905 (1,995)
Front Mount Scarifier	kg (lb)	715 (1,575)	715 (1,575)	715 (1,575)	715 (1,575)
Dozer: 2,4 m (8')	kg (lb)	1 080 (2,380)	1 080 (2,380)	1 080 (2,380)	1 080 (2,380)
2,7 m (9')	kg (lb)	1 140 (2,515)	1 140 (2,515)	1 140 (2,515)	1 140 (2,515)

Maximum operating pressure	Bar (psi)	345 (5,000)
Minimum operating pressure	Bar (psi)	34 (500)
Top speed with AWD engaged	km/h (mph)	Approx. 30 (18)
Maximum rim pull	kg (lb)	3 855 (8,500)

When equipped with the HTE840 transmission, the Volvo high torque All Wheel Drive System operates in forward gears 1-7 and reverse gears 1-4.
When equipped with the HTE1160 transmission, the Volvo high torque All Wheel Drive System operates in forward gears 1-10 and reverse gears 1-6.
System provides the operator with the ability to fine grade in Creep Mode using only hydrostatic front wheel drive, between 0 - 4 km/h (0 - 2.5 mph).

Dimensions						
All dimensions are approximate.	A		mm (in)	8 930 (352)	9 150 (360)	9 150 (360)	9 150 (360)
	B		mm (in)	2 675 (105)	2 650 (104)	2 650 (104)	2 650 (104)
	C		mm (in)	6 280 (247)	6 280 (247)	6 280 (247)	6 280 (247)
	D		mm (in)	2 076 (82)	2 076 (82)	2 076 (82)	2 076 (82)
	E	14:00	mm (in)	2 537 (100) STD	2 537 (100) STD	2 537 (100) STD	2 537 (100) STD
		17.5	mm (in)	2 717 (107)	2 717 (107)	2 717 (107)	2 717 (107)
	F		mm (in)	3 225 (127)	3 225 (127)	3 225 (127)	3 225 (127)



- **A** Overall length
- **B** Wheelbase
- **C** Bladebase per ISO 7134
- **D** Width - Front tire center lines
- **E** Width - Outside tires
- **F** Overall height with Low Profile Cab add 217 mm (8.5") for full height cab

STANDARD EQUIPMENT

Safety				
Dual brake crossover circuit and reserve power assist	•	•	•	•
ROPS/ FOPS protected cab	•	•	•	•
Hazard lights	•	•	•	•
Horn	•	•	•	•
Left and right outside dual rear view mirrors	•	•	•	•
Retractable 3-inch safety belt	•	•	•	•
Front windshield wiper and washer	•	•	•	•
Handrails on steps and platforms	•	•	•	•
Comfort				
Independently adjustable pedestal and steering wheel with controls	•	•	•	•
Cab heater - 50,000 BTU with cab pressurizer and replaceable filters, 10 outlets	•	•	•	•
Overhead console for radio	•	•	•	•
Tinted glass	•	•	•	•
Cup holder / Tray for small items or lunch box	•	•	•	•
Ashtray	•	•	•	•
Space for lunch cooler	•	•	•	•
Overhead storage compartment	•	•	•	•
Engine				
Direct injected, electronically controlled	•	•	•	•
Turbocharged, intercooled	•	•	•	•
Remote oil drain	•	•	•	•
Cold start preheater	•	•	•	•
Electrical system				
Cab mounted headlights with dimmer switch (N/A on CE units)	•	•	•	•
Backup alarm 112 dB(A)	•	•	•	•
2640 watt (110 amp) alternator	•	•	•	•
Battery disconnect switch	•	•	•	•
Extra 24 V socket	•	•	•	•
Lights				
Headlights	•	•	•	•
Parking lights	•	•	•	•
Direction indicators	•	•	•	•
Rear lights	•	•	•	•
Back-up lights	•	•	•	•
Brake lights	•	•	•	•
Operator information interface				
Gauges for coolant temperature, oil pressure and fuel level	•	•	•	•
Speedometer	•	•	•	•
Tachometer	•	•	•	•

Warning lights grouped and easy to read				
Central warning (3 levels) for all vital functions	•	•	•	•
Central positioned information display				
Automatic pre-start checks	•	•	•	•
Troubleshooting diagnostics	•	•	•	•
Hour meter	•	•	•	•
Clock	•	•	•	•
Drivetrain				
Rear axle, operator controlled, lock/ unlock differential with planetary final reduction	•	•	•	•
Electronic hand throttle with RPM hold and resume functions	•	•	•	•
Direct drive, power shift Volvo HTE840 transmission with 8 forward and 4 reverse gears	•	•	•	•
Single transmission control lever, with electronic over speed protection, advanced memory shift and park position lockout with hinged transmission guard	•	•	•	•
Direct Forward to Reverse shuttle shift capability without using the inching pedal	•	•	•	•
Brakes				
4 wheel wet disc braking system with cross-over dual circuits and reserve power assist	•	•	•	•
Spring applied wet multiple disc park brake with operator warning alarm and indicator	•	•	•	•
Other				
Tool box	•	•	•	•
Volvo CareTrack – remote monitoring system	•	•	•	•

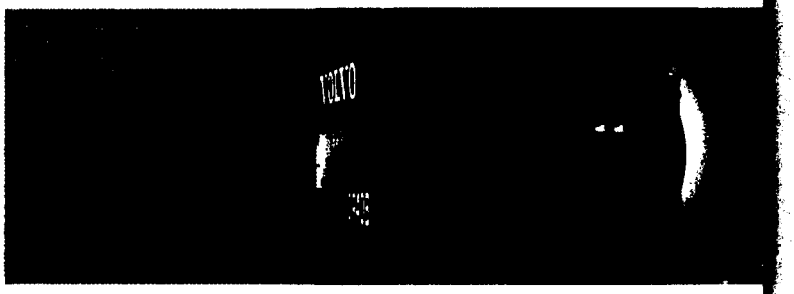
OPTIONAL EQUIPMENT

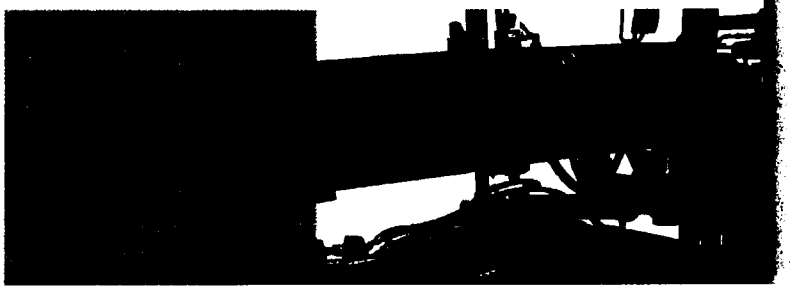
Comfort				
Rear view camera (standard with CE and NA specs)	•	•	•	•
Sliding side windows	•	•	•	•
Opening front lower windows	•	•	•	•
Sun visor	•	•	•	•
Adjustable air suspended seat	•	•	•	•
Air conditioner - 35,000 BTU • HFC-134a (non-CFC refrigerant) with cab heater	•	•	•	•
Drivetrain				
Autoshift transmission	•	•	•	•
Volvo HTE1160 Transmission - 11 speeds forward 6 speeds reverse includes Autoshift	•	•	•	•
Reversible cooling fan - manual or automatic modes	•	•	•	•

OPTIONAL EQUIPMENT

Electrical System				
Moldboards work lights - 2 or 4	•	•	•	•
Rear work lights - 2 or 4	•	•	•	•
Corner cab work lights - left or right - 2	•	•	•	•
Rear and front lower windows wipers/ washers	•	•	•	•
Intermittent function for all specified wipers	•	•	•	•
24 volt to 12 volt converter - 600 or 1440 watt (30 or 60 amp) with power point	•	•	•	•
Productivity				
Heavy duty circle support system	•	•	•	•
Metallic lower moldboard slide bearing	•	•	•	•
Belly protection plate	•	•	•	•
Front fenders/lean and steer with front wheels - plastic	•	•	•	•
Rear fenders - oscillate with tandem	•	•	•	•
Tires 17.5 x 25	•	•	•	•
Moldboard 3962 x 635 x 22 mm (13' x 25" x 7/8")	•	•	•	•
Moldboard 4267 x 635 x 22 mm (14' x 25" x 7/8")	•	•	•	•
Hydraulics and controls				
Joystick type controls with steering wheel	•	•	•	•
Blade Lift Float Control	•	•	•	•
Front attachment float control	•	•	•	•
Up to 5 additional hydraulic circuits for attachments	•	•	•	•
Secondary steering (power assisted) - standard with CE specs	•	•	•	•
Radio with CD player	•	•	•	•
Other				
First user lifetime frame warranty - includes articulation pins and bearings	•	•	•	•
Low ambient fluids for extreme cold conditions below -10° C (-14° F)	•	•	•	•
Sound reduction packages (Standard with CE kit)	•	•	•	•
Rear licence plate bracket	•	•	•	•
Air compressor - engine driven with tank capable of operating hand tools	•	•	•	•

SELECTION OF VOLVO OPTIONAL EQUIPMENT





VOLVO CONSTRUCTION EQUIPMENT

Volvo Construction Equipment is di
in a different way. That difference comes from
A heritage of thinking first about the people who actually use
help them be safer, more comfortable, more productive. About the environment we
The result of that thinking is a growing range of machines and a global support network
dedicated to helping you do more. People around the world are proud to use Volvo.
And we're proud of what makes Volvo different.

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

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FSC C001839

Ref. No. VOE2210009229
Printed in USA 07/11 - 2,5
Volvo, Asheville
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English
USA