



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

**Request for  
 Quotation**

RFQ NUMBER
7011EC16

PAGE
1

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

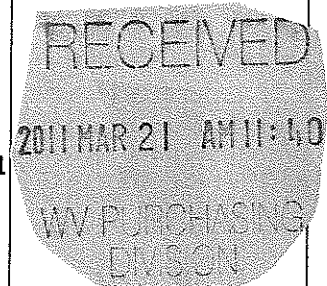
**VENDOR**  
 \*709034551 02 304-842-3511  
 RISH EQUIPMENT COMPANY  
 PO BOX 906  
 BRIDGEPORT WV 26330

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/19/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-44	\$120,000.00	\$120,000.00
	4			WHEEL DRIVE, RUBBER TIRED, ENLOADER		
<p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED, ENDOLOADER (TRANSMISSION WITH TORQUE CONVERTER), PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/28/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 03/10/2011 AT 10 AM IN 2019 WASHINGTON ST E CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>H. Dale Colant</i>	TELEPHONE 304-842-3511	DATE March 18, 2011	
TITLE <i>General Manager</i>	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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**7011EC16**

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VENDOR

\*709034551 02 304-842-3511  
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<p>MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: <i>7011EC16</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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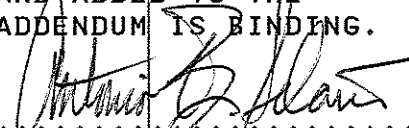
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ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S:  NO. 1 .....  NO. 2 .....  NO. 3 .....  NO. 4 .....  NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.  <div style="text-align: right;">             .....            SIGNATURE            Rish Equipment Company            .....            COMPANY            March 18, 2011            .....            DATE         </div>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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

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<p><b>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</b></p> <p>REV. 3/88</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:    SHERI SLONE - FILE 33</b></p>						

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RFQ. NO.:				7011EC16		
BID OPENING DATE:				03/24/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				<u>304</u> <u>842-6126</u>	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				<u>ANTONIO B. SELARDO</u>	-----	
***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL:						<u>\$120,000<sup>00</sup></u>

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

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

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

NOTE TO BIDDER: Procurement Specification No. 353-1-T, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC16

Bidder's Name: RISH EQUIPMENT COMPANY

Address: P.O. BOX 906 BRIDGEPORT, WV 26330

Telephone Number: (304) 842-3511

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

Years Company has been an authorized dealer for proposed unit: 5 YRS.

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 180 Calendar Days After Receipt of  
Purchase Agreement

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

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$ 120,000<sup>00</sup> per unit

X6.0 SPECIFICATIONS - GENERAL

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

KOMATSU WA200PZ-6 WHEEL LOADER - 2011

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

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

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

YES  NO

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

YES  NO

X6.3 TRAINING:

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

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

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

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

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

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

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

Describe:  
\_\_\_\_\_  
\_\_\_\_\_

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

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

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

SEE ATTACHED

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

ALL WARRANTY TO BE PERFORMED @ DEALER UNLESS  
PRIOR ARRANGEMENTS ARE MADE

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

Bluefield, WV, Beckley, WV, Logan, WV, St. Albans, WV,  
Bridgeport, WV

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

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

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

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

- A. Shop Rate      \$ 80.00 per mechanic hour
- B. Travel Time Charge      \$ 85.00 per mechanic hour  
(Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_
- C. Mileage Charge      \$ 3.00 per vehicle mile  
(Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_
- D. Field Mechanic Rate      \$ 85.00 per mechanic hour
- E. Specify period of time that prices are in effect: 1 YEAR
- F. Surcharge for miscellaneous items: 2 %

## X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

YES  NO

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

YES  NO

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

YES  NO

## X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: KOMATSU

Model: WA200PZ-6

X8.0 Endloader Specification:

X8.1 Operating weight: 25,275 pounds (exclusive of tire ballast)

X8.1.1 Breakout force: 20,120 pounds

X8.2 Overall length (bucket lowered): 24'4" foot

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

YES  NO

X8.3.1 Tipping load straight: 17,680 pounds

X8.4 Overall height: 10' 5" to top of cab

X8.4.1 Dumping clearance at maximum height and 45° dump angle: 108 inches

X8.5 Are units provided with a quick coupler system for interchangeability of attachments, controlled from operator station  YES  NO

X8.6 Do machine(s) have vandalism package/keyed alike?  YES  NO

X8.7 Are daily services done from ground level?  YES  NO

X8.8 Engine:

X8.8.1 Is engine manufacturers water cooled diesel powered providing 626 HP and torque to operate machine and hydraulic system at maximum efficiency?

Specify HP: 626  YES  NO

X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer?  YES  NO

X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)?  YES  NO

X8.8.4 Does heating element have male plug easily accessible, 110 volt AC?  YES  NO

X8.9 Engine Lubrication:

X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system?  YES  NO

X8.9.2 Is engine equipped with oil cooler?  YES  NO

X8.10 Cooling System:

X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons?  YES  NO

X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F?  YES  NO

X8.10.3 Is coolant filter provided if recommended manufacturer for this application?  YES  NO

## X8.11 Air Induction System:

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

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

## X8.12 Exhaust System:

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

X8.12.2 Is exhaust pipe rain proof?  
 YES  NO

## X8.13 Electrical System:

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

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

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

CCA 950 reserve capacity 160

## X8.14 Charging System:

X8.14.1 Alternator AMPS: 60 AMPERE with internal regulator?  YES  NO

## X8.15 Engine Fuel System:

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

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

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

## X8.16 Transmission:

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

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

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

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

Top forward ground speed: 23.6 <sup>MPH</sup> <sub>HP</sub>

X8.16.4 Is neutral start switch provided for safety purposes?  YES  NO

X8.17 Differential:

X8.17.1 Is front and rear differential manufacturers conventional type?  YES  NO

X8.18 Axles:

X8.18.1 Is front axle fixed?  YES  NO

X8.18.2 Oscillation of rear axle: 24° degrees

X8.19 Brakes:

X8.19.1 Is Manufacturers recommended emergency braking system provided?  YES  NO

X8.19.2 Is emergency brake independent of service brake?  YES  NO

X8.19.3 Are service brakes powered assisted hydraulic actuated?  YES  NO

X8.19.4 Are service brakes wet disk type?  YES  NO

X8.20 Hydraulic System:

X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float  YES  NO

Does unit have third spool auxiliary valve and cab controller  YES  NO

X8.20.2 Are hydraulic cylinders double action chrome plated piston type?  YES  NO

X8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer?  YES  NO

X8.20.4 Is sight glass provided for daily service checks?  YES  NO

X8.20.5 Hydraulic system relief pressure: 3,000 P.S.I.

X8.20.6 Is Manufacturers standard hydraulic filtering system provided?  YES  NO



## X8.21 Tires and Wheels:

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

Specify size 20.5 - R25

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

Specify size: 20.5 - R25

X8.21.3 Overall tire width (outside left to outside right): 8 feet 1 inches

## X8.22 Cab and related accessories:

X8.22.1 Is cab OSHA approved ROPS?  YES \_\_\_ NO

X8.22.2 Is cab insulated and pressurized?  YES \_\_\_ NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## X8.23 Lighting System:

- X8.23.1 Is unit equipped with two (2) hi/low halogen beam front lights for tramming and working?  YES \_\_\_ NO
- X8.23.2 Does unit have four (4) work lights; two (2) front/two (2) rear cab mounted work lights  YES \_\_\_ NO
- X8.23.3 Does unit have flash/turn signals (front and rear), stoplights, and taillights?  YES \_\_\_ NO
- X8.23.4 Does unit have console and dome lighting?  YES \_\_\_ NO
- X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified  YES \_\_\_ NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_

- X8.23.6 Is unit equipped with audible OSHA approved reverse alarm?  YES \_\_\_ NO
- X8.23.7 Is articulation locking bar and pin provided?  YES \_\_\_ NO

## X8.24 Unit Instrumentation:

- X8.24.1 Tachometer?  YES \_\_\_ NO
- X8.24.2 Speedometer?  YES \_\_\_ NO
- X8.24.3 Does hour meter operate from engine operation?  YES \_\_\_ NO
- X8.24.4 Fuel gauge?  YES \_\_\_ NO
- X8.24.5 Ammeter/ or volt meter?  YES \_\_\_ NO
- X8.24.6 Does coolant temperature indicator have audible buzzer or visual warning light?  YES \_\_\_ NO
- X8.24.7 Does engine oil pressure indicator have audible buzzer or visual warning light?  YES \_\_\_ NO
- X8.24.8 Does unit have transmission oil temperature indicator?  YES \_\_\_ NO
- X8.24.9 Does unit have transmission oil pressure indicator?  YES \_\_\_ NO

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

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

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

X8.25 Bucket:

X8.25.1 Bucket capacity struck: 2.1 Cu Yd. Heaped capacity: 2.5 Cu Yd

X8.25.2 Bucket width: 8'4" or 100" inches

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

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

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

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

X8.25.7 Digging depth below horizontal (bucket level): 5.0" inches

X8.26 Forks:

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

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

X8.26.3 Carriage size: 3/4 inch side plates and 60 inches wide?

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

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

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

Adjustable laterally 60 inches

X8.27 Material Handling Boom:

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

X8.27.2 Boom has 3 locking sections Boom reach: 13' 7" feet

X8.28 Paint:

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

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

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

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

If NO, explain \_\_\_\_\_

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

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

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

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

If no will samples be submitted?  YES  NO

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

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



"Exception to Specifications"

8.16.1 - Hydrostatic Loader

8.16.2 - Hydrostatic Loader

8.28.1 - Painted Standard Machine  
Color As per Marcia Lee  
and Robert Andrew.



Komatsu America Corp.

ACKNOWLEDGEMENT OF RECEIPT OF COMPANY WARRANTY AND AGREEMENT TO CUSTOMER CONSENT- MACHINE MONITORING SYSTEMS

DATE \_\_\_\_\_

DISTRIBUTOR \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

SALES OR LEASE CONTRACT NUMBER \_\_\_\_\_

DATE OF CONTRACT/DELIVERY \_\_\_\_\_

COMPLETE MACHINE MODEL \_\_\_\_\_

MACHINE SERIAL NO. (PRODUCT IDENTIFICATION NO.) \_\_\_\_\_

ENGINE MODEL \_\_\_\_\_

ENGINE SERIAL NO. \_\_\_\_\_

STANDARD COVERAGE FOR THIS UNIT IS AS NOTED AND CHECKED BELOW:

- 7) [ ] 1 year, unlimited hours (max of 8700 SMR)
8) [ ] 3 years, 3000 hours max.
9) [ ] Others as defined- \_\_\_\_\_ mo/yrs/hrs

BASIC WARRANTY PERIOD ONLY - ONE (1) YEAR, UNLIMITED HOURS DOES NOT INCLUDE KOMATSU ADVANTAGE PROGRAM (EXTENDED COVERAGE)

I, \_\_\_\_\_ have read and understand all of the terms and conditions of the attached Company Warranty Certificate which forms a part of my contract or lease. I understand that the expiration of the warranty as established on the said Warranty Certificate is established on the Machine's total use, and warranty conditions cannot be adjusted in any form for and in consideration of prior use.

DISTRIBUTOR'S SIGNATURE \_\_\_\_\_

CUSTOMER'S SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_



AGREEMENT TO CUSTOMER CONSENT - MACHINE MONITORING SYSTEMS

(Reference sheet 7 of 7))

I, \_\_\_\_\_ also acknowledge that I have read, understand and agree, and provide my consent, personally and on behalf of my Company, to the terms and conditions of the attached "Customer Consent - Machine Monitoring Systems." I certify that I am authorized to sign this agreement.

CUSTOMER NAME \_\_\_\_\_

CUSTOMER'S SIGNATURE \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

WHITE (1 of 7) COMPANY SERVICE COPY
YELLOW (2 of 7) DISTRIBUTOR COPY
TAN (3 of 7) CUSTOMER COPY

# KOMATSU®

## KOMATSU PRODUCT WARRANTY

This product warranty certificate and the product warranty stated herein are applicable to all Komatsu products marketed under the brand name of Komatsu by Komatsu America Corp., herein after referred to as "Company".

### 1. GENERAL PROVISIONS

We warrant that all new whole machines and attachments ("Machines"), and new parts and assemblies for the Machines, including engines ("Parts") sold by the Company will be free from defects in materials and workmanship for the respective periods specified in paragraph 2 below, subject to the other terms and conditions herein.

### 2. BASIC WARRANTY

- A. The Basic Warranty Period for the Machine shall terminate upon the expiration of one (1) year after delivery of the Machine to the initial user regardless of the hours.
- B. The Basic Warranty Period for Parts shall be as follows:
- For all replacement Parts furnished pursuant to this warranty, upon expiration of the remainder of the warranty period applicable to the Machine in which such Parts are installed.
  - Other replacement Parts (Parts *not* furnished during the machine warranty period) may be covered under a separate warranty policy. Please consult your local Komatsu distributor.

### 3. COMPANY RESPONSIBILITIES

If a defect in material or workmanship is found during the Basic Warranty Period, the Company will, during normal working hours, at its option, repair or replace any part or component of the Machine or Part which fails to conform to the warranty during the Basic Warranty Period, provided our authorized Distributor is notified of such failure within the Basic Warranty Period.

### 4. CUSTOMER RESPONSIBILITIES

We recommend that you return the product to the Distributor from which it was purchased; however, you may also take it to the most convenient Company authorized Distributor contracted to service products of the type you have purchased. We do not assume the responsibility or cost of transporting the product to and/or from the servicing Distributor. You must also make the product available for repair during the Basic Warranty Period.

### 5. OTHER ENGINE MANUFACTURERS' WARRANTY

The above stated warranty does not apply to engines bearing other manufacturers' trademarks, whether or not such engines are installed in Machines or sold separately. The warranty responsibility on those engines rest with the respective engine manufacturers. Your Komatsu Distributor may be certified to perform warranty service on other manufacturers' engines.

### 6. LIMITATIONS

The Company shall not have any obligation under this warranty for:

- Any defects caused by misuse, misapplication, negligence, accident, improper storage, improper transportation, improper assembly or failure to maintain or use in accordance with the most current operating instructions including, but not limited to, loading the Machine in excess of the Gross Vehicle Weight as set out in the Company's Operation & Maintenance Manual;
- Unauthorized alterations;
- Defects or failures caused by any attachment or parts not manufactured or approved by the Company;
- Failure to conduct normal maintenance and operating services, including without limitation, providing lubricants, coolants, fuel, tune-ups, inspection or adjustments;
- Unreasonable delay (as established by Company) in making the applicable Machines or Parts available upon notification of a Factory Campaign ordered by the Company.

### 7. ITEMS NOT COVERED

The Company is not responsible for the following:

- Premiums charged for overtime labor requested by the purchaser;
- Charges related to transporting the product to and from the place at which warranty work is performed;
- Freight charges related to transporting repair parts to the place at which warranty work is performed;
- All used goods of any kind;
- Tires, tubes, wiper blades, belts, filters, cables, bulbs, condensers, spark plugs, glow plugs, fuses or carbon brushes, other consumable items, and normal wear of Machine or Parts;
- Attachments not manufactured or approved by the Company. (Trademarked attachments are warranted by their respective manufacturers.)

### 8. USE OF NON-OEM PARTS IN CRITICAL SYSTEMS

For safety reasons, the Company strongly recommends against the use of non-OEM replacement parts in critical systems of all Komatsu equipment. Critical systems include but are not limited to steering, braking and operator safety systems. Replacement parts manufactured and supplied by unauthorized sources may not be designed, manufactured or assembled to Komatsu's design specifications; accordingly, use of such parts may compromise the safe operation of Komatsu products and place the operator and others in danger should the part fail. Komatsu is also aware of repair companies that will rework or modify an OEM part for reuse in critical systems. Komatsu does not generally authorize such repairs or modifications for the same reasons as noted above. Use of non-OEM parts places full responsibility for the safe performance of the Komatsu product on the supplier and user. Komatsu will not in any case accept responsibility for the failure or performance of non-OEM parts in its products, including any damages or personal injury resulting from such use.

The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties applicable to Machines, Engines, or Parts including without limitation, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, LIABILITY WITHOUT FAULT OR OTHER LEGAL THEORIES, SHALL THE COMPANY, OR ITS AFFILIATES, PARTNERS OR SUBSIDIARIES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE MACHINE OR PARTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR COSTS, OR CLAIMS OF CUSTOMERS, PURCHASERS OR LESSEES FOR SUCH DAMAGES. THE REMEDIES HEREIN ARE THE EXCLUSIVE REMEDIES WITH RESPECT TO MACHINES AND PARTS, WHETHER UNDER THIS WARRANTY OR OTHERWISE.



## EMISSION CONTROL WARRANTY

### A. FEDERAL EMISSION CONTROL WARRANTY STATEMENT (APPLICABLE IN UNITED STATES and CANADA)

#### 1. Products Warranted

Komatsu America Corp. ("Komatsu") produces and/or markets products under the brand name of Komatsu. This emissions warranty applies to new engines bearing the Komatsu name installed in these products and used in the United States and Canada in machines designed for industrial off-highway use.

#### 2. Coverage

Komatsu warrants to the ultimate purchaser and each subsequent purchaser that the engine is designed, built and equipped so as to conform, at the time of sale by Komatsu, with all U.S. and Canadian Federal emission regulations applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within five (5) years or 3,000 hours of operation, whichever occurs first, as measured from the date of delivery of the engine to the ultimate purchaser. If the machine in which the engine is installed is first placed in service in the state of California, a separate California Emission Warranty also applies.

#### 3. Limitations

Failures, other than those resulting from defects in materials or workmanship, are not covered by this warranty. Komatsu is not responsible for failures or damage resulting from what Komatsu determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the engine. Komatsu is also not responsible for failures caused by incorrect fuel or by water, dirt or other contaminants in the fuel. Komatsu is not responsible for non-engine repairs, "downtime" expense, related damage, fines, all business costs or other losses resulting from a warrantable failure.

### KOMATSU IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

### B. CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

#### 1. Products Warranted

This Emission Control System Warranty applies to heavy-duty off-road diesel engines certified with the California Air Resources Board, marketed by Komatsu America Corp. (Komatsu) in their Komatsu products and first placed in service in California for use in industrial off-highway applications.

#### 2. Your Warranty Rights and Obligations

The California Air Resources Board and Komatsu are pleased to explain the emission control system warranty on your emissionized engine. In California, new heavy-duty off-road diesel engines must be designed, built and equipped to meet the State's stringent anti-smog standards. Komatsu must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. Your emission control system may include parts such as the fuel injection system and air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies. Where a warrantable condition exists, Komatsu will repair your heavy-duty off-road diesel engine at no cost to you including diagnosis, parts and labor.

#### 3. Manufacturer's Warranty Coverage

The heavy-duty off-road diesel engines are warranted for five (5) years or 3,000 hours of engine operation, whichever occurs first, from the date of delivery of the engine to the first user. If any emission-related part on your engine is defective, the part will be repaired or replaced by Komatsu.

#### 4. Owner's Warranty Responsibilities

As a heavy-duty off-road diesel engine owner, you are responsible for the performance of the required maintenance listed in the Operation and Maintenance Manual. Komatsu recommends that you retain all receipts covering maintenance on your heavy-duty off-road diesel engine, but Komatsu cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your heavy-duty off-road diesel engine to an authorized Komatsu Distributor as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

As the heavy-duty off-road diesel engine owner, you should also be aware that Komatsu may deny you warranty coverage if your heavy-duty off-road diesel engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications. Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements. If you have any questions regarding your warranty rights and responsibilities, you should contact:

Komatsu America Corp.  
 Manager, Warranty Administration  
 One Continental Towers  
 1701 W.Golf Rd.  
 Rolling Meadows, IL 60008  
 (847) 437-5800

Prior to the expiration of the applicable warranty, owner must give notice of any warranted emission control failure to an authorized Komatsu Distributor and deliver the engine to such facility for repair. Owner is responsible for incidental costs such as: communication expenses, meals, lodging incurred by owner or employees of owner as a result of a warrantable failure.

KOMATSU IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, BUSINESS LOSSES AND COSTS, "DOWNTIME" EXPENSES, FINES, PENALTIES, THEFT, VANDALISM OR COLLISION DAMAGE.

5. **Coverage: This emission control system warranty applies to the following emission control parts, if equipped:**

<b>Fuel Pump</b>	<b>Turbocharger</b>	<b>Injectors</b>	<b>Intake Manifold</b>
AFC Spring	Compressor Wheel	Calibration	Charge Air Cooler
AFC Setting	Turbine Wheel	Needle	Aftercooler
Static Timing	Turbine Oil Seal	Nozzle	Positive Crankcase Ventilation
Delivery Valve	Wastegate Valve	Spring	
Fuel Lines			<b>Other Emission Parts</b>
Control Module	<b>Exhaust Manifold</b>		Hoses
	<b>Exhaust Gas Recirculation Valve</b>		Connectors
	<b>Replacement Parts</b>		

Komatsu recommends that any service parts used for maintenance, repair or replacement of emission control systems be new, genuine Komatsu or Komatsu approved rebuilt parts and assemblies, and that the engine be serviced by an authorized Distributor. The owner may elect to have maintenance, replacement or repair of the emission control parts performed by a facility other than an authorized Distributor and may elect to use parts other than new genuine Komatsu or Komatsu approved rebuilt parts and assemblies for such maintenance, replacement or repair; however, the cost of such service or parts will not be covered under this emission control system warranty.

6. **Komatsu Responsibilities**

Repairs and service will be performed by any authorized Distributor using new, genuine Komatsu or Komatsu approved rebuilt parts and assemblies. Komatsu will repair any of the emission control parts found by Komatsu to be defective without charge for parts or labor (including diagnosis which results in determination that there has been a failure of a warranted emission control part).

7. **Warranty and Limitations**

The manufacturer warrants to the ultimate purchaser, and each subsequent purchaser, that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board, and that it is free from defects in material and workmanship which cause the failure of a warranted part for the time periods stated herein. Any warranted part which is not scheduled for replacement as required maintenance, or which is scheduled only for regular inspection to the effect of "repair or replace as necessary" is warranted for the warranty period. Any warranted part which is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part. The owner will not be charged for diagnostic labor which leads to the determination that a warranted part is defective, if the diagnostic work is performed at an authorized Distributor. The manufacturer is liable for damages to other engine components caused by the failure under warranty of any warranted part. Komatsu is not responsible for failures resulting from improper repair or the use of parts which are not genuine Komatsu or Komatsu approved parts. Komatsu is not responsible for failures resulting from owner or operator abuse or neglect, such as: operation without adequate coolant, fuel or lubricants; over fueling; over speeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices.

C. **GENERAL EXCLUSIONS**

1. The foregoing engine emission control warranties do not apply to engines in our products, which bear trademarks or names other than Komatsu (i.e. Cummins). The emission control warranty responsibility of such engines shall rest with the respective engine manufacturer. For information on such warranties, please refer to the operator's manual for the engine in question or contact the applicable dealer organization. In the case of Cummins trademarked engines, you may also contact your Komatsu distributor who may be certified by Cummins, under its Certified Distributor Program.
2. These warranties, together with the express commercial warranties, are the sole warranties of Komatsu. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**



## CUSTOMER CONSENT - MACHINE MONITORING SYSTEMS

By signing the Agreement to Customer Consent - Machine Monitoring Systems (Agreement), Customer acknowledges and agrees to the following with respect to the machine(s) listed on the page on which it appears, as well as with respect to any other machines Customer owns, leases or otherwise uses that are equipped with Komatsu's KOMTRAX System (KOMTRAX), Vehicle Health and Monitoring System (VHMS) and/or Payload Meter (PLM). KOMTRAX, VHMS and PLM are collectively referred to as the "Systems". By signing the Agreement Customer also agrees to the Terms of Use of the Komtrax Service (Terms of Use), as set forth on the Komtrax website. The Terms of Use are available through <http://www.komtrax.us>, as may be updated from time to time by Komatsu to reflect any changes to KOMTRAX including the nature or quantity of data transmitted. By consenting to this Agreement, Customer is also consenting to any future updates to the Terms of Use.

Customer acknowledges that each machine is equipped with KOMTRAX. KOMTRAX is an equipment data tracking and monitoring system to manage information on utility, construction and mining machines. Such data may include details on machine location, usage and diagnostic information. In addition, KOMTRAX may be used to transmit messages and signals to the machine, including a signal that will disable the machine's ignition mechanisms.

Customer further acknowledges that each machine may be equipped with VHMS and/or PLM. VHMS is an equipment data tracking and monitoring system to manage information relating to machine usage, diagnostic and performance information, including, without limitation, items such as engine oil pressure, coolant temperature, fuel rate, engine speed, exhaust temperature and other machine and component information. PLM is a system which measures payload information during each haul truck haul cycle, including, without limitation, gross payload, maximum frame torque, and loading, dumping and driving times.

The information collected through the Systems is transmitted to Komatsu by means of automatic transmission, such as by satellite or other wireless means, and/or by means of manual download performed by Komatsu and/or its distributors and their respective personnel.

Customer consents to the collection, transmission and sharing of the information described above, and authorizes Komatsu America Corp. ("Komatsu"), its affiliates, subsidiaries and distributors to gather, process and use, without limitation, the information developed or collected by or in connection with the Systems. Customer acknowledges and agrees that all information developed or collected by or in connection with Systems shall be Komatsu's exclusive property, except for information provided by Customer, or on Customer's behalf, with respect to Customer's machines. Customer hereby grants to Komatsu a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable right to exercise the copyright and other rights that Customer may have in any information collected by or in connection with the Systems for Komatsu, Komatsu affiliate, and Komatsu distributor business purposes, and for any other purposes, in any media now known or not currently known. This may include sharing of such information with select third parties and business partners.

Customer is responsible for performing any actions that are required by local law or regulation with respect to the collection and use of this information in the above manner, including, but not limited to, any required notification of employees or other parties of the collection and use of the information.

Rev. 09/08

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: RISH EQUIPMENT COMPANY      Signed: A. Paul Colton  
 Date: MARCH 18, 2011      Title: GENERAL MANAGER

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

RFQ No. 7011EC16

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: FISH EQUIPMENT COMPANY

Authorized Signature: [Signature] Date: MARCH 18, 2011

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 18 day of ~~December~~ March 2011

My Commission expires Aug 25, 2019, 20    .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

