



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  
**707EC005**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

\*709014709      304-756-2800  
**ANDERSON EQUIPMENT COMPANY**  
**PO BOX 3109**  
  
**CHARLESTON WV 25331**

SHIP TO

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE <b>Net Cash 30 Days</b>	SHIP VIA <b>Anderson Arrange.</b>	F.O.B. <b>Buckhannon, WV</b>	FREIGHT TERMS <b>Delivered</b>
BID OPENING DATE: <b>09/13/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-47		\$104,079.00/Each
<p><b>4 WHEEL DRIVE, RUBBER TIRED ENDLOADER</b></p> <p><b>OPEN END CONTRACT</b></p> <p><b>TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER, AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 353-1-R.</b></p> <p><b>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 1:00 PM ON 8/31/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</b></p> <p><b>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON WEDNESDAY 8/23/06.</b></p> <p><b>SEND YOUR QUESTIONS TO: PURCHASING DIVISION</b>  <b>ATTENTION JOHN JOHNSTON</b>  <b>2019 WASHINGTON ST. E.</b>  <b>CHARLESTON, WV. 25305</b></p> <p><b>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.</b>  <b>E-MAIL: JJOHNSTON@WVADMIN.GOV</b>  <b>FAX: 304-558-4115</b></p> <p><b>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</b></p> <p><b>EXHIBIT 2</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael R. Burke /tlb*      TELEPHONE **304-756-2800**      DATE **September 20, 2006**

TITLE **General Manager - WV**      FEIN **25-032-3970**      ADDRESS CHANGES TO BE NOTED ABOVE

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



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
707EC005

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR	*709014709      304-756-2800
	ANDERSON EQUIPMENT COMPANY PO BOX 3109
	CHARLESTON WV 25331

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
08/01/2006				

BID OPENING DATE: **09/13/2006**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
707EC005

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

\*709014709      304-756-2800  
 ANDERSON EQUIPMENT COMPANY  
 PO BOX 3109  
  
 CHARLESTON WV 25331

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
08/01/2006				

BID OPENING DATE: **09/13/2006**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**707EC005**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

\*709014709      304-756-2800  
**ANDERSON EQUIPMENT COMPANY**  
**PO BOX 3109**  
  
**CHARLESTON WV 25331**

SHIP TO

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>09/13/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFO NUMBER  
**707EC005**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

\*709014709      304-756-2800  
 ANDERSON EQUIPMENT COMPANY  
 PO BOX 3109  
  
 CHARLESTON WV 25331

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
08/01/2006				

BID OPENING DATE: **09/13/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
707EC005

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

\*709014709      304-756-2800  
 ANDERSON EQUIPMENT COMPANY  
 PO BOX 3109  
  
 CHARLESTON WV 25331

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
08/01/2006				
BID OPENING DATE: 09/13/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: Anderson Equipment Company----</p> <p>DATE: September 20, 2006-----</p> <p>SIGNED: <i>Michael K. Burke /tlb</i>-----          Michael K. Burke</p> <p>TITLE: General Manager - WV-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





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  
**707EC005**

PAGE  
**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON  
 304-558-2402**

VENDOR

\*709014709      304-756-2800  
**ANDERSON EQUIPMENT COMPANY  
 PO BOX 3109  
 CHARLESTON WV 25331**

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
<b>08/01/2006</b>				

BID OPENING DATE: **09/13/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-756-2799		
				CONTACT PERSON (PLEASE PRINT CLEARLY): Brian Cantrell		
***** THIS IS THE END OF RFQ 707EC005 ***** TOTAL:						\$104,079.00/each

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO 353-1-R

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

NOTE TO BIDDER: Procurement Specification No. 353-1-R, 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.  
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION

Reference Requisition No : 707EC005

Bidder's Name: Anderson Equipment Company

Address: P. O. Box 3109 Charleston, WV 25331

Telephone Number: 304-756-2800

Years Bidder has been registered to do business with the State of West Virginia: 21 YRS.

Years Company has been an authorized dealer for proposed unit: 6 YRS

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60 Calendar Days After Date of Purchase Agreement

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

## X5 0 AWARD CRITERIA;

X5.1	Prices for endloaders in quantities of	1-10	<u>\$104,079.00</u> per unit
		11-20	<u>\$104,079.00</u> per unit
		21-30	<u>\$104,079.00</u> per unit
		31 and over	<u>\$104,079.00</u> per unit

## X6.0 SPECIFICATIONS - GENERAL

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

Kawasaki 60ZV 2006Is 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  NOWill the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?  YES  NO

X6 2  
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTS:

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

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

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

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

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

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

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

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

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

FILTERS MAKE PART NO LUBRICANT MANUFACTURER TYPE

OIL \_\_\_\_\_ ENGINE \_\_\_\_\_

AIR INNER \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

AIR OUTER \_\_\_\_\_ POWER STEERING \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_ HYDRAULIC \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_ DIFFERENTIALS \_\_\_\_\_

COOLANT \_\_\_\_\_ BRAKE FLUID \_\_\_\_\_

HYDRAULIC \_\_\_\_\_ COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_ OTHER \_\_\_\_\_

## X6.3 TRAINING:

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

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

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

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

Will an Operator's Manual be furnished to the Training Academy?  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

## X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)  
1 year or 1,500 hours whichever occurs first from  
delivery date.

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 work to be done at an Anderson  
Equipment Company facility unless it is a machine down  
emergency.

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

Charleston, WV  
Fairmont, 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?      X YES      \_\_\_ NO

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

A. Shop Rate      \$ 0 per mechanic hour

B. Travel Time Charge      \$ 0 per mechanic hour  
 (Specify if one-way)      0; port to port 0

C. Mileage Charge      \$ 0 per vehicle mile  
 (Specify if one-way)      0; port to port 0

D. Field Mechanic Rate      \$ 0 per mechanic hour

E. Specify period of time that prices are in effect: until warranty expires

F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?   x   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:   Kawasaki   Model:   60ZV  

X8.0 Endloader Specification:

X8.1 Operating weight:   20,010   pounds (exclusive of tire ballast)

X8.1.1 Breakout force:   18,500   pounds

X8.2 Overall length (bucket lowered):   21' 10 5/8"   foot

X8.3 Does loader have articulated frame and full hydraulic power steering?   x   YES        NO

X8.3.1 Tipping load straight:   17,420   pounds

- X8.4 Overall height: 10' 2 5/8" 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   x   YES    NO
- X8.6 Do machine(s) have vandalism package/keyed alike?   x   YES    NO
- X8.7 Are daily services done from ground level?   x   YES    NO
- X8.8 Engine:
- X8.8.1 Is engine manufacturers water cooled diesel powered providing   119   HP and torque to operate machine and hydraulic system at maximum efficiency?   x   YES    NO  
Specify HP:   119
- X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer?   x   YES    NO
- X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)?   x   YES    NO
- X8.8.4 Does heating element have male plug easily accessible, 110 volt AC?   x   YES    NO
- X8.9 Engine Lubrication:
- X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system?   x   YES    NO
- X8.9.2 Is engine equipped with oil cooler?   x   YES    NO
- X8.10 Cooling System:
- X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons?   x   YES    NO
- X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F?   x   YES    NO
- X8.10.3 Is coolant filter provided if recommended manufacturer for this application?   x   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 3 Number of reverse speeds 3 ?

Top forward ground speed: 21.1 HP

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: 3000 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 15.5 x 25
- X8.21.2 Are tires grader/loader type tubeless radials front and rear?  YES  NO  
Specify size: 15.5 x 25 L2
- X8.21.3 Overall tire width (outside left to outside right): 7 feet 7 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? See Addendum  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



X8.25.6 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): 3 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: .75 inch side plates and 67 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 1.0 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: 12 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:  
A super high intensity retroreflective sheeting of  
microprismatic retroreflective elements approx. .008" thick  
and approx. 47,000 micro prisms per square inch. Dark Blue in color
- X8 28 8 Describe color and type of material of lower stripe:  
Same as above.  
Light Gold in color.
- 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 8.30.11; 8.30.12; and 8.30.13  
Unit to be Cleaned, degreased, primèred and painted.
- 
- 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

# 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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies

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

Vendor's Name: Anderson Equipment Company

Authorized Signature: Michael R. Burke /rls Date: September 20, 2006



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
707EC005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

\*709014709      304-756-2800  
 ANDERSON EQUIPMENT COMPANY  
 PO BOX 3109  
  
 CHARLESTON WV 25331

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
09/05/2006				
BID OPENING DATE: 09/20/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 09-13-06 AT 1:30 P.M.		
				TO: 09-20-06 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		760-47		
				4 WHEEL DRIVE, RUBBER TIERED ENDLOADER		
***** THIS IS THE END OF RFQ 707EC005 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



## ADDENDUM #1

## 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER

## CHANGES TO SPECIFICATIONS:

## FROM:

4 0 REPRESENTATIVE UNIT FOR TEST (2<sup>ND</sup> Sentence)

If requested, the time period for testing and evaluation shall be seven (7) calendar days following receipt of the unit.

## TO:

4 0 REPRESENTATIVE UNIT FOR TEST (2<sup>ND</sup> Sentence)

If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit.

## FROM:

4 2 DELIVERY (2<sup>ND</sup> Paragraph – 2<sup>nd</sup> Sentence)

Delivery is preferred within approximately 100 days

## TO:

4 2 DELIVERY (2<sup>nd</sup> Paragraph – 2<sup>nd</sup> Sentence)

Delivery is preferred within 185 days

## FROM:

8 1.1 Unit shall have a breakout force of 22,000 pounds minimum

## TO:

8 1.1 Unit shall have a breakout force of 18,500 pounds minimum

## ADDENDUM #1

## 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER

FROM:

8 4 Overall height 10 feet 8 inches to top of cab (maximum).

TO:

8 4 Overall height 10 feet 9 inches to top of cab (maximum)

FROM:

8 4 1 Dumping clearance at maximum height and 45° dump angle shall be 110 inches minimum

TO:

8 4 1 Dumping clearance at maximum height and 45° dump angle shall be 108 inches minimum.

FROM:

8 18 2 Rear axle should oscillate 13 degrees minimum.

TO:

8.18 2 Rear axle should oscillate 11 degrees minimum.

FROM:

8 22 13 Unit shall have adjustable tilt and telescoping steering wheel for easier operator control.

TO:

8.22.13 Unit should have adjustable tilt and telescoping steering wheel for easier operator control.

## ADDENDUM #1

## 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER

FROM:

8 25 3 Bucket shall roll back 50 degrees at ground level and dump at 45 degrees minimum at full height.

TO:

8 25 3 Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height

FROM:

8 27 2 Boom of three (3) locking sections with a minimum reach of approximately 12 feet.

TO:

8 27 2 Boom of three (3) locking sections with a minimum reach of 12 feet.

## ADDENDUM #1

## 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER

## CHANGES TO BIDDER'S EVALUATION REPORT:

X 4.0	REPRESENTATIVE UNIT FOR TEST (2 <sup>ND</sup> Sentence) No Change Required
X 4.2	DELIVERY (2 <sup>nd</sup> Paragraph – 2 <sup>nd</sup> Sentence) No Change Required
X 8.1.1	No Change Required
X 8.4	No Change Required
X 8.4.1	No Change Required
X 8.18.2	No Change Required
X 8.22.13	No Change Required
X 8.25.3	No Change Required
X 8.27.2	No Change Required

## SIGN IN SHEET

Page \_\_\_ of \_\_\_

REF# 707E0005  
Date 8/31/06

Firm & Representative Name:	Mailing Address:	Phone&Fax#:
1. <u>CONTRACTOR:</u> <u>CARY GRADY</u>	<u>P.O. BOX 473</u> <u>CHARLESTON WV 25372</u>	<u>P 346-5301</u> <u>F 346-5305</u>
2. <u>Rudd Equipment</u> <u>Vic Green</u>	<u>P.O. Box 610</u> <u>Nitro, WV 25143</u>	<u>755-7788</u> <u>755-7990</u>
3. <u>Alan Paset</u> <u>State Equipment</u>	<u>Cross Lanes, WV 25313</u>	<u>776-4405</u>
4. <u>STATE Equipment</u> <u>Tenny Lamm</u>	<u>Cross Lanes WV</u>	<u>776-4405</u>
5. <u>Jason Lamm</u> <u>State Equipment</u>	<u>Cross Lanes WV</u>	<u>776-4405</u>
6. <u>Jim PACLEY</u> <u>Valley Air Inc.</u>	<u>P.O. Box 6516</u> <u>CHARLESTON, WV 25362</u>	<u>304/345-2851</u> <u>304/345-2856</u>
7. <u>Mike Clower</u> <u>Uniontown Tax FD.</u>	<u>100 College Dr</u> <u>Lemont Furnace, PA</u>	<u>724-437-1578</u> <u>800-229-5948</u>

Please print or write legibly!  
Your Fax # is essential to contact you timely!

# SIGN IN SHEET

Page \_\_\_ of \_\_\_

RFP# \_\_\_\_\_

Date \_\_\_\_\_

Firm & Representative Name:

Mailing Address:

Phone&Fax#:

1. <u>Teri Surface</u> <u>Anderson Equipment</u>	<u>P.O. Box 3109</u> <u>Chas, WV 25309</u>	P <u>756-2800</u> F <u>756-2799</u>
2. <u>Brian Cantrell</u> <u>Anderson Equip. Co.</u>	<u>7 Ruskin Dr.</u> <u>Fairmont, WV 26534</u>	<u>366-3075</u> <u>366-7214</u>
3. <u>Antonio B. Sclaro</u> <u>Risk Equipment Company</u>	<u>100 Helipad Loop (P.O. Box 906)</u> <u>Bridgeport, WV 26330</u>	<u>304-842-3511</u> <u>304-842-6124</u>
4. _____ _____	_____ _____	_____ _____
5. _____ _____	_____ _____	_____ _____
6. _____ _____	_____ _____	_____ _____
7. _____ _____	_____ _____	_____ _____

Please print or write legibly!  
Your Fax # is essential to contact you timely!



# Kawasaki Warranty

## CONSTRUCTION MACHINERY

KAWASAKI HEAVY INDUSTRIES, LTD. the manufacturer of KAWASAKI Front End Loaders (hereinafter "KAWASAKI") hereby warrants that this KAWASAKI Front End Loader (hereinafter "LOADER") is free from defective material and workmanship under normal and proper use and maintenance. KAWASAKI agrees to repair or replace any part of the loader which, on inspection by KAWASAKI, proves defective by reason of improper workmanship or materials within **TWELVE (12) months** after delivery to the initial user or **ONE THOUSAND FIVE HUNDRED (1,500)** service meter hours, whichever shall occur first. Such repair or replacement will be provided without charge to the user during normal working hours at an establishment authorized by KAWASAKI, but this warranty does not include any costs for transporting the LOADER to such establishment.

Replacement parts provided under terms of this warranty are warranted for the remainder of the warranty period applicable to the LOADER in which they are installed.

This warranty does not apply in respect of damage to or defects caused by overloading or other misuse, neglect or accident, nor does it apply to any product which has been repaired or altered in any way which has not been performed in accordance with Operation Manuals or other instructions issued by KAWASAKI.

This warranty does not apply to accessories or attachments not manufactured by KAWASAKI, tires, elements, batteries and other consumable parts. Existing warranties, if any, of the respective manufacturers thereof shall apply.

**KAWASAKI SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER TYPES OF DAMAGES RESULTING FROM THE USE OF THE LOADER OTHER THAN THE LIABILITY STATED HEREIN.**

This warranty is expressly in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.