



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

*70 001551 02 304-842-3511
RISH EQUIPMENT COMPANY
PO BOX 976

BRIDGEPORT WV 26330

SHIP TO

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-47	\$98,073.00	\$98,073.00
<p>4 WHEEL DRIVE, RUBBER TIRED ENDLOADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER, AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 353-1-R.</p> <p>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.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON WEDNESDAY 8/23/06.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>H. Paul Calvert</i>	TELEPHONE 304-842-3511	DATE September 20, 2006
TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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>						

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<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>						

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				<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>() 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>		

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<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>(X) 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 & 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>						

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<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: <u>Rish Equipment Company</u></p> <p>DATE: <u>September 20, 2006</u></p> <p>SIGNED: <u><i>H. Paul Calvert</i></u></p> <p>TITLE: <u>General Manager</u></p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC005</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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<p>-----</p> <p><u>304-842-6126</u> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p><u>H. Paul Calvert</u> -----</p> <p>-----</p>						
<p>***** THIS IS THE END OF RFQ 707EC005 ***** TOTAL:</p>						<p><u>\$98,073.00</u></p>

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 353-1-R

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Wheel Drive, Rubber Tired, Endloader (hereinafter referred to as a "endloader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within approximately 100 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection is preferred within 100 calendar days after the date of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.

Prices for the units shall be in quantities of 1-10, 11-20, 21-30, and 31 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

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

be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2006 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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

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

6.3 TRAINING:

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

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable

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

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

8.0 Endloader Specification:

8.1 Operating weight to be approximately 22,000 pounds (exclusive of tire ballast).

8.1.1 Unit shall have a breakout force of 22,000 pounds minimum.

8.2 Overall length (bucket lowered) 23 foot approximately.

8.3 Loader shall have articulated frame with full hydraulic power steering.

8.3.1 Tipping load straight 14,500 pounds minimum.

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

8.4.1 Dumping clearance at maximum height and 45° dump angle shall be 110 inches minimum

8.5 Loader shall be equipped with a quick coupler system for interchangeability of attachments, controlled from operator station.

8.6 Unit shall be equipped with manufacturers vandalism package and all machines keyed alike.

8.7 All daily services should be done from ground level.

8.8 Engine:

8.8.1 Engine shall be manufacturers water cooled diesel powered and shall provide approximately 115-125 horse power and torque to operate machine and hydraulic system at maximum efficiency.

8.8.2 Manufacturers standard governor with key shut off, wire sealed by manufacturer.

8.8.3 Engine shall have an engine block water heating element (1500-2000 watt).

8.8.4 Heating element to have a male plug easily accessible, 110 volt AC.

8.9 Engine Lubrication:

8.9.1 Full pressure lubrication with oil filter and oil by-pass system.

8.9.2 Engine oil cooler.

8.10 Cooling System:

- 8.10.1 Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons.
- 8.10.2 Cooling system shall be supplied with Dex-cool or equal extended life anti-freeze protected to a point of -34 degrees F.
- 8.10.3 Engine coolant filter shall be provided if recommend by manufacturer for this application.

8.11 Air Induction System:

- 8.11.1 Dry type dual element (2 stage) air cleaner with pre-cleaner
- 8.11.2 Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.

8.12 Exhaust System:

- 8.12.1 Complete exhaust system shall be manufacturers standard for unit specified.
- 8.12.2 Exhaust pipe shall be rain proof.

8.13 Electrical System:

- 8.13.1 Unit electrical system to be manufacturers noise suppression wiring.
- 8.13.2 System to be 12 volts/24 volts negative ground (manufacturers standard).
- 8.13.3 Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; reserve capacity 160 minimum.

8.14 Charging System:

- 8.14.1 Unit should have 70 amp alternator (minimum) with internal regulator.

8.15 Engine Fuel System:

- 8.15.1 Fuel capacity to be 12 working hours, minimum.
- 8.15.2 Unit to be provided with a fuel/water separator.
- 8.15.3 Dual stage fuel filtering shall be provided.

8.16 Transmission:

- 8.16.1 Transmission shall be full power shift design with torque converter, capable of "On the GO" shifting in all speed ranges and full automatic feature with on-board diagnostic capabilities and kickdown controls.
- 8.16.2 Torque converter shall handle maximum power output of engine.
- 8.16.3 Transmission to have four (4) forward speeds and three (3) reverse with a top forward ground speed of approximately 23 MPH.
- 8.16.4 Transmission shall have a neutral start switch for safety purposes.

8.17 Differential:

- 8.17.1 Manufacturers front and rear conventional

8.18 Axles:

- 8.18.1 Front axle to be fixed.
- 8.18.2 Rear axle should oscillate 13 degrees minimum

8.19 Brakes to be as follows:

- 8.19.1 Manufacturers recommended emergency braking system.
- 8.19.2 Emergency brake must be independent of service brake.
- 8.19.3 Hydraulic actuated powered assisted service brakes.
- 8.19.4 Wet type disk service brakes.

8.20 Hydraulic System:

- 8.20.1 Unit shall provide hydraulic lift, lower, dump, roll back and float plus third spool auxiliary valve and cab controller.
- 8.20.2 All hydraulic cylinders shall be double action chrome plated piston type.
- 8.20.3 Loader to be equipped with a hydraulic oil cooler if recommend by manufacturer.
- 8.20.4 A sight glass shall be provided for daily checking of hydraulic oil.
- 8.20.5 Hydraulic system relief pressure of approximately 2500 PSI.

8.20.6 Unit shall be equipped with manufacturers standard hydraulic filtering system.

8.21 Tires and Wheels:

8.21.1 Wheels shall be manufacturers recommended size for unit bid.

8.21.2 Tires shall be grader/loader type front and rear tubeless radials.

8.21.3 Overall tire width (outside left to outside right) not to exceed 8 feet.

8.22 Cab and related Accessories:

8.22.1 Cab shall be OSHA approved ROPS.

8.22.2 Cab shall be insulated and pressurized.

8.22.3 Cab shall be equipped with heater, defroster and air conditioning installed by manufacturer.

8.22.4 Cab shall have front and rear windshield wipers and washers.

8.22.5 Cab shall have safety, tinted glass at all locations.

8.22.6 Left and right side rear view mirrors and in cab rear view mirror shall be provided.

8.22.7 Cab must have at least one (1) entry door, lockable.

8.22.8 Doors should be hinged at rear to provide front to back opening

8.22.9 Unit shall be provided with non-skid steps and hand holds.

8.22.10 Seat to be cloth type with scotchguard (or equivalent) and with adjustable seat belt.

8.22.11 Seat to be equipped with adjustable arm rest.

8.22.12 Seat shall provide height and weight adjustments.

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

8.22.14 Front and rear fenders shall be provided on unit.

8.22.15 Fire extinguisher shall be provided and mounted in unit. (Successful bidder should notify DOH before mounting).

- 8.22.16 AM/FM radio must be provided and installed in unit.
- 8.23 Lighting System:
- 8.23.1 Unit to have two (2) hi/low halogen beam front lights for tramming and working.
- 8.23.2 Loader to have four (4) work lights, two (2) front and two (2) rear mounted in accordance to cab features
- 8.23.3 Unit to have flash/turn signals (front/rear) stoplights and taillights
- 8.23.4 Unit shall be provided with console and dome lighting.
- 8.23.5 Low profile high intensity strobe light mounted at top rear of cab. Code 3 92QASH, 12/48 VDC, 11 Jules, five (5) flash generating not more than 1.0 UV of interference on radio receiver with 12 db of quieting.
- 8.23.6 Unit shall be equipped with OSHA approved audible reverse alarm.
- 8.23.7 Articulation locking bar and pin to be provided.
- 8.24 Unit Instrumentation to provide the following:
- 8.24.1 Tachometer.
- 8.24.2 Speedometer
- 8.24.3 Hour meter shall be operable from engine operation not key switch.
- 8.24.4 Fuel gauge.
- 8.24.5 Ammeter/or volt meter.
- 8.24.6 Coolant temperature indicator with audible buzzer or visual warning light.
- 8.24.7 Engine oil pressure indicator with audible buzzer or visual warning light.
- 8.24.8 Transmission oil temperature indicator.
- 8.24.9 Transmission oil pressure indicator.
- 8.24.10 All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.

- 8.24.11 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.
- 8.24.12 One (1) complete set of replacement filters shall be provided with each unit upon delivery.
- 8.25 Bucket:
- 8.25.1 Bucket shall be general purpose 1.75 cubic yard struck and 2.1 cubic yard heaped capacity approximate
- 8.25.2 Bucket width to be approximately 96 inches.
- 8.25.3 Bucket shall roll back 50 degrees at ground level and dump at 45 degrees minimum at full height.
- 8.25.4 Unit shall be equipped with automatic return to work leveler for bucket and attachments.
- 8.25.5 Bucket cutting edge and bottom wear strips shall be replaceable.
- 8.25.6 The cutting edge welded to bucket and a bolt-on replaceable cutting edge shall be mounted under it.
- 8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches (approximately).
- 8.26 Forks:
- 8.26.1 Forks shall be heavy duty steel construction.
- 8.26.2 Carriage shall be heavy duty steel construction.
- 8.26.3 Carriage size approximately 3/4 inches side plates and 60 inches wide
- 8.26.4 Tines/Forks are to be 6 inches wide and 48 inches long.
- 8.26.5 Tines/Forks to be approximately 2 inches thick at heel and to be forged solid steel.
- 8.26.6 Tines/Forks should be mounted on approximately 2.5 inches diameter round bar and adjustable laterally 60 inches approximate.
- 8.27 Material Handling Boom:
- 8.27.1 Material handling boom shall be of heavy duty construction type with hook.

- 8.27.2 Boom of three (3) locking sections with a minimum reach of approximately 12 feet.
- 8.28 Paint:
- 8.28.1 The endloader and attachments shall be painted white, Federal Standard White 595A (No. 17875).
- 8.28.2 Detail/Decorative Stripes with Logo:
- 8.28.3 Width: to be 4 inches.
- 8.28.4 WV DOH logo (to be supplied by WV DOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within ½ inches of logo is not to be striped. Stripes should be cut to follow contour of logo, in lieu of straight cut.
- 8.28.5 Striping material shall meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, Part 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT approved".
- 8.28.6 The sheeting for both applications above shall not be more than .0008 inch thick having approximately 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, reflexite or equivalent.
- 8.28.7 Upper stripe color: Dark Blue.
- 8.28.8 Lower stripe color: Light Gold.
- 8.28.9 Bidder must consult with the WV DOH on proposal for striping before inspection of pilot model.
- 8.28.10 Bidder to attach proposed paint plan with this bid. It should include chips or samples of proposed paints as well as a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular cab shape.
- 8.28.11 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.

- 8.28.12 The procedures used by the manufacturer in cleaning, de-greasing, priming, and painting are sufficient to meet this requirement except that the manufacturer must substitute white paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.
- 8.28.13 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes. Such changes, if any, will only be used for selecting a suitable paint color to match the WV DOH logo.
- 8.28.14 The Department is desirous of avoiding units painted white over top the standard color. However, if bidder/manufacturer is unable to substitute white paint in its normal plant painting procedures, then bidder must state so and offer his proposed paint method.
- 8.28.15 Areas not normally painted the manufacturer's standard color(s) on standard units (e.g. some rubber parts, mirrors, exhaust pipe, etc.) Are not to be painted white on units specified herein. Also, areas painted a distinct color (e.g. safety reasons) should be painted as they normally would.
- 8.29 Vendor must certify that loader offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of the unit.
- 8.30 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacture are also acceptable. No logo will interfere with the Department's striping and logo.
- 8.31 Preventive Maintenance and Operators Orientation/Training:
- 8.31.1 The Manufacturer or dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e. videos, charts, manuals, etc., to be furnished by successful 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: Rish Equipment Company

Address: P. O. Box 906, 100 Heliport Loop, Bridgeport, WV 26330

Telephone Number: 304-842-3511

Years Bidder has been registered to do business with the State of West Virginia: 19 YRS

Years Company has been an authorized dealer for proposed unit: 10 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 15-30 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90-180 Calendar Days After Date of Purchase Agreement

X5 0 AWARD CRITERIA;

X5.1	Prices for endloaders in quantities of	1-10	<u> \$98,073.00</u> per unit
		11-20	<u> \$98,073.00</u> per unit
		21-30	<u> \$98,073.00</u> per unit
		31 and over	<u> \$98,073.00</u> per unit

X6 0 SPECIFICATIONS - GENERAL

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

Komatsu WA200L-5 Wheel Loader 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

X62
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished 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)

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.

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

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: _____ % discount
 B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
 C. Terms: Net 90 Manufacturer's published list price less: _____ % 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 \$ _____ per mechanic hour

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

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

D. Field Mechanic Rate \$ _____ per mechanic hour

E. Specify period of time that prices are in effect: _____

F. Surcharge for miscellaneous items: _____ %

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: WA200L-5

X8.0 Endloader Specification:

X8.1 Operating weight: 23,155 pounds (exclusive of tire ballast)

X8.1.1 Breakout force: 20,994 pounds

X8.2 Overall length (bucket lowered): 22'7" foot

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

X8.3.1 Tipping load straight: 20,481 pounds

- X8.4 Overall height: 10'5" to top of cab
- X8.4.1 Dumping clearance at maximum height and 45° dump angle: 111" 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

X8.11 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 195minutes

X8.14 Charging System:

X8.14.1 Alternator AMPS: 60 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 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: 2,900 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 Wheels match tire size
- X8.21.2 Are tires grader/loader type tubeless radials front and rear? YES NO
Specify size: 17.5-R25XTLAL2 Michelin
- X8.21.3 Overall tire width (outside left to outside right): _____ feet _____ 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:

Yes

- 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: 2.10 Cu Yd. Heaped capacity: 2.50 Cu Yd
- X8.25.2 Bucket width: 8'4" inches
- X8.25.3 Bucket roll back 40 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): 2.5 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: 2.5 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 21.88 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:
Will be as specified in bid
-
- X8.28.8 Describe color and type of material of lower stripe:
Will be as specified in bid
-
- 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
Machine will comply to all requirements of bid specifications
-
- 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 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: Rish Equipment Company

Authorized Signature:  Date: 09/20/06



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

*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
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	\$98,073.00	\$98,073.00
				4 WHEEL DRIVE, RUBBER TIERED ENDLOADER		
				***** THIS IS THE END OF RFQ 707EC005 ***** TOTAL:		\$98,073.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *H. Paul Calvert* TELEPHONE 304-842-3511 DATE September 20, 2006

TITLE General Manager FEIN 54-139-0608-004 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 (2ND 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 (2ND 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 (2ND Paragraph – 2nd Sentence)

Delivery is preferred within approximately 100 days.

TO:

4 2 DELIVERY (2nd Paragraph – 2nd 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 ND Sentence) No Change Required
X 4 2	DELIVERY (2 nd Paragraph -- 2 nd 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



EQUIPMENT COMPANY

**P. O. Box 906
Bridgeport, WV 26330
Phone: 304-842-3511
Fax: 304-842-6126**

September 19, 2006

Ref: RFQ Number 707EC005

Exception to Specifications:

Page 8:

8.16.1 Transmission shall be full power shift design with torque converter, capable of "on the go" shifting in all speed ranges and full automatic feature with on-board diagnostic capabilities and kickdown controls

8.16.2 Torque converter shall handle maximum power output of engine

Komatsu WA200L-5 offers a Hydrostatic Transmission with speed range select which meets and/or exceeds all requirements of the torque converter transmission.



Komatsu America Corp.
ACKNOWLEDGEMENT OF RECEIPT OF COMPANY WARRANTY

DATE

DISTRIBUTOR

CUSTOMER

ADDRESS

ADDRESS

SALES OR LEASE CONTRACT NUMBER

PRODUCT BRAND NAME

DATE OF CONTRACT/DELIVERY

COMPLETE MACHINE MODEL

MACHINE SERIAL NO (PRODUCT IDENTIFICATION NO)

ENGINE MODEL

ENGINE SERIAL NO.

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

WHITE
CANARY
TAN

COMPANY SERVICE COPY
DISTRIBUTOR COPY
CUSTOMER COPY

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
440 N. Fairway Drive
Vernon Hills, IL 60061-8112
(847) 970-4100

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:**

Fuel Pump	Turbocharger	Injectors	Intake Manifold
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			Other Emission Parts
Control Module	Exhaust Manifold		Hoses
	Exhaust Gas Recirculation Valve		Connectors
	Replacement Parts		

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**

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.

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:
 - i) 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.
 - ii) 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:

- a 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;
- b Unauthorized alterations;
- c Defects or failures caused by any attachment or parts not manufactured or approved by the Company;
- d Failure to conduct normal maintenance and operating services, including without limitation, providing lubricants, coolants, fuel, tune-ups, inspection or adjustments;
- e 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:

- a Premiums charged for overtime labor requested by the purchaser;
- b Charges related to transporting the product to and from the place at which warranty work is performed;
- c Freight charges related to transporting repair parts to the place at which warranty work is performed;
- d All used goods of any kind;
- e 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;
- f 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 UNDER THIS WARRANTY