

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

### Request for Quotation

707EC005

Р	AGE	
	1	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

/ 1300

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

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 NET 30 DOH BUCKHANNON BID OPENING DATE: 09/13/2006 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** 0001 EΑ 760-47 91,106 91,106 1 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER OPEN END CONTRACT TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED ENDLOADER, AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 353-1-R. 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. QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON WEDNESDAY 8/23/06. SEND YOUR QUESTIONS TO PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305 QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON WVADMIN. GOV 304-558-4115 FAX: IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402. EXHIBIT 2 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE 9/19/06 TELEPHONE 304 776 4405 Vin President 55065 8298 TICE PRESIDENT ADDRESS CHANGES TO BE NOTED ABOVE



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

REQ NUMBER
707EC005

PAGE

ADDRESS CORRESPONDENCE TO AFTENTION OF:

JOHN JOHNSTON 304-558-2402

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

DATE PRINTED		TE	RMS OF SA	LE	SHIP	/iA	F.O.B.	FREIGHTTERMS	1
08/01/	2006							A.A.C	
BID OPENING DATE:		09/13	3/2006 BID				OPENING TIME	01:30PM	
LINE	QUA	NTITY	UOP	CAT. NO.	ITEM:NUI	VBER.	UNIT PRICE	AMOUNT	
			100 100 100 100 100 100 100 100 100 100						
	NECESS	ARY T	О ОВТА	IN A	NEW CONTR	ACT OR	RENEW THE		
							ME" PERIOD SH	ALL	
							THIS "REASON		
							NTRACT FOR		
							PURCHASING		
	THIRTY	(30)	DAYS	WRITT	EN NOTICE	•			
	IINI ECC	CDEC	TETC D	DOVIC	TONE ADE	OTTOUL A	TED #N TUTO		
							TED IN THIS NS, AND PRICI	NC	
	SET HE	REIN	ARE FI	RM FO	R THE LIF	F OF TH	E CONTRACT.	NG	
						_ 0, ,	e ooninger.		
							UPON THE MUT	UAL	
	WRITTE	N CON	SENT O	F THE	SPENDING	UNIT A	ND VENDOR,		
	SUBMIT	TED TO	D THE	DIREC	TOR OF PU	RCHASIN	G THIRTY (30)		
	DAYS P	RIOR	TO THE	EXPI	RATION DA	TE. SU	CH RENEWAL SH	ALL	
	ODICIN Re in	ACCUR!	DANCE	MTIH	THE TERMS	AND CO	NDITIONS OF T	HE	
	(1) YE			AND	SHALL BE	LIMIIED	TO TWO (2) 0	NE	ŀ
	(1) 1	AN ILI	LODS.						İ
	CANCEL	LATIO	N: TH	E DIR	ECTOR OF	PURCHAS	ING RESERVES	THE	
	RIGHT	TO CAI	NCEL T	HIS C	ONTRACT I	MMEDIAT	ELY UPON WRIT	TEN	ľ
ļ	NOTICE	TO TI	HE VEN	DOR I	F THE COM	MODITIE	S AND/OR SERV	ICES	
							DO NOT CONFO		
	WITH T	HE SPE	ECIFIC	ATION	S OF THE	BID AND	CONTRACT HER	EIN	
	DEN M	ADVET	CLAUC	г. т	UE DIDECT	00 05 0	URCHASING MAY		
	OFEN 11. Author	IZF A	SPEND	ו אור וו	NIT TO PIL	DCHVCE I	ON THE OPEN		
							ITION OR COST		
							RACT FOR IMME		
Į	DIATE	DELIVE	RY IN	EMER	GENCIES D	DE TO U	NFORESEEN CAUS	SES	f
							TRANSPORTAT		
[	OR AN	UNANT	CIPAT	ED IN	CREASE IN	THE VO	LUME OF WORK)	•	
	711 A 2177 7 1	TTCO-			0 1 70755				
							REQUISITION A		
ĺ	AFFRUA. State (	SEENDI	ING IIN	17. B	HOED ON E	PSTOOD	S SUPPLIES BY AND AGREED TI	IHE UAT	
	-					- 1.000	HAN MOKEEN !!	IN I	
PICNATURE				SEE REV	ERSE SIDE FOR TE		DITIONS		
SIGNATURE						TELEPHONE		DATE	
TITLE		F	EIN			····	ADDRESS CHA	ANGES TO BE NOTED ABOVE	:



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

707EC005

	-	 -		~	-		÷	-	•
2		۲	A	Ċ.	Ξ.		ं	-	
					7	ζ			

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

SH-P P-T-O

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
08/01/2006				
BID OPENING DATE:	09/13/2006	BTD O	PENING TIME 01	.:30PM
	NTITY UOP CAT	ITEM NUMBER	UNIT PRICE	AMOUNT
2000	NO.	THE WINGS ETA	CINII FRICE	AMOUNT
	1		•	
THE CO	NTRACT SHALL COV	ER THE QUANTITIES	CTHALLY	
1	I I	URING THE TERM OF		
,		THAN THE QUANTITIE	-	
"""	K HOKE OK ELOG	THE QUARTITIE	3 SHOWN.	
OPDERT	NC PROCEDURE.	PENDING UNIT(S) S	MALL TOOLE A	
		RACT ORDER (FORM		
		D BY THIS CONTRAC		
		THE PURCHASING DI		
•	DEPARTMENT OF A	1	FTER APPROVAL	
1	i I	OPY OF THE PURCHA	· · - · · · · · · · · · · · · · · · · ·	1
	1 1	NDING UNIT AND ON		
i i	1 1	S AUTHORIZATION F		
l l	1 1	SS APPROVED AND E		
1	PURCHASING DIVI	1	NCURBERED	
ן סוותב	PURCHASING DIVI	SIUM.		
DANKDIII	DICY. IN THE EN	THE VENDOR (CO	NIDACTOR ELLEC	
		PENT THE VENDOR/CO		
ł J	1 1			
	MALL AND ANTE, A	ND IS TERMINATED	MILHOOL FORTHER	
ORDER.				
	400			
REV. 9.	798			
EVILTAT	T (			
EXHIBI	1 6			
		[		
55.455				
	ADJUSTMENT PROVI			
		INIA WILL CONSIDE		
1		PRICE ADJUSTMENT		
		THE CONTRACT, PR		
		S BOTH UPWARD AND		
<b>,</b>	1 1	ITY PRICE, AND TH		
		OUGH" INCREASE OR		
	1 1	, WHICH MAKE UP A		
	l l	PRODUCT. ADJUSTM		
		OLLAR FIGURE, NOT		
ALL PR	ice adjustment r	EQUESTS MUST BE S	UBSTANTIATED IN	
		VERSE SIDE FOR TESTIC AND SOLVE	TIONS	
SIGNATURE	SEE RE	VERSE SIDE FOR TERMS AND COND TELEPHONE	ITIONS DATE	
		TELEF HOIVE	DATE	
TITLE	FEIN		ADDRESS CHANGES	TO BE NOTED ABOVE
		Market 1987 - 1977 - 1988 - 19	,	



ANDOR

**\*709054014** 

PO BOX 3939

CHARLESTON WV

STATE EQUIPMENT INC

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

25339

304-776-4406

#### Request for Quotation

707EC005

		7	Ρ	Α	C	ìE	=	-	
								•	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ADDRESS CHANGES TO BE NOTED ABOVE

ЈОНИ ЈОНИЅТОИ 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 BRUSHY FORK ROAD BUCKHANNON.

						Participated	26201		472-1750
DATE PRIN	rED	TER	MS OF SAL	E	SHIP	VIA	FO	В	FREIGHT TERMS
08/01/	2006							<u> </u>	
BID OPENING DATE:		09/13/	2006			BID	OPENING T	IME 01	:30PM
EINE	QUA	YTITY	UOP	CAT NO.	ITEM NE		UNITE		AMOUNT
	A MANN GOVERN PUBLIS PURCEPT DATECEPT ACCOCEL  CERESA AP REASON (AS) RE CERTIF VIOLATE	ER ACC MENTAL HED PR SING A F THE SING A F THE C INGLY INGLY ICATIO ENCE I 7 CHECK BIDED ARS IM ICATIO ES OR ICATIO ES OR ICATIO ES OF	EPTAB BENCE LEA ICE LEA ICE LEA INENCE RE ON VE AND NO V	LE TO H MAR ISTS. D IN 30 STEL STADUT OR APPL OR APPL S MAD NUOUS TELY PAR A IPAUR CERIS UPAUR UPAUR CERIS UPAUR U	THE DIRE KS, GENER SUCH RE WRITING I DAYS IN ANY TIME PURCHASIN THE ADUST THE ADUST  EFERENCE ICATION* CE WITH W Y TO CONS E FOR 2.5  IVIDUAL R LY IN WES PRECEDING NERSHIP, ND HAS MAPLACE OF (4) YEAR FICATION; HEADQUAR	CTOR PURAL MARK EQUESTS BY THE DESTRUCTION OF THE DATE	RCHASING, ET INCREA FOR AND I IRECTOR O OF THE E NDOR REQU ION MAY E THE CONTR ITS ENTI  CATE BY MADE F GINIA COD N CONTRAC RENCE FOR  VENDOR A NIA FOR F TE OF THI  TION OR C D ITS HEA S CONTINU IATELY PR OF THE O INDIVIDUA N RESIDEN N RESIDEN PRINCIPA F THIS	E.G. ASE, INCREASE OF IFFECTIVE IESTS A ITHER ACT RETY AND OR OR OR OR OUR S ORPORA- OUSLY IN ECEDING WNERSHI L, T VENDOR L PLACE	
SIGNATURE						TELEPHONE		DATE	
TITLE		FÉ	NI.					- 1,-1	
/ 1 / L.L.		IFE	1 M				1		t t



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

#### Request for Quotation

Ť

RFQ NUMBER 707EC005 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

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

LINE CLUANTITY U.OP CAT TEMNUABER UNITPRICE AMOUNT  ( ) 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 HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  (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;  OR  ( ) 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 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 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.  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 PURCHASE ON PURCHASE OF PURCHASE DETERMS AND CONOTIONS	08/01/	<u> </u>		MS OF SAL		SHIP	VIA		F.O.B	FREIGHT TERMS
( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH HEPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADWARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  (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;  OR  ( ) 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 WHO HAVE RESIDED IN THE STATE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIATELY PRECEDING SUBMISSION OF THIS BID.  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 PURCHASE  SUBMIDIATELY PRECEDING THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASE	BID OPENING DATE:		09/13/	2006			BID	OF	PENING TIME O	1:30PM
( ) 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 HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  (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; OR  ( ) 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 WOO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S 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.  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	LINE	QUAI	NTITY	UOP		ITEM NU	JMBER			
GNATURE TELEPHONE DATE TLE FEIN		( ) WHICH A MINI HAS INE FOURTIF B. AON CERTIF B. AON OF REA OF REA OF NIMU NONRES OF SUBSID YEARS SIDER OF SUBSID YEARS OF SEE OF SUBSID YEARS OF SUBSID YEAR	BIDDER HAS AN MUM OF INTAIN SS WIT 4) ATIO PLICAT CHECK BIDDER THE E SIDE CO INTAIN ATE CO INTAIN IN	IS A FILL OF THE STATE OF THE S	CORPLIATE VALUE OF THE STATE OF	ORATION IN OR SUBSIED STATE QUARTERS IRGINIA IN TELY PREDENT VENION OF THE SIDENT AND AFFINATION OF THE SIDENTS CONTRACT OF TH	NONRESIDING TO THE PROPERTY OF	HICUH R CEOER M RIYTEIFU FME	AT VENDOR ICH EMPLOYS ICH EMPLOYS ICH AND WHICH IPAL PLACE OF ICY FOR THE ICH AND THE ICH	AMOUNT
TLE FEIN					SEE REV	ERSE SIDE FOR T		IDIT	ions	I
	SIGNATURE						TELEPHONE		DATE	
	ITLE		FEI	N		TANK 874.4. 11.	<u> </u>		ADDRESS CHANGES	TO BE NOTED ABOVE



ENDOR

DATE PRINTED

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

#### Request for Quotation

SHIP VIA

RFQ NUMBER 707EC005

Ċ,	ं	P/	١G	Ē		
				2	•	

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON

304-558-2402

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939 CHARLESTON WV 25339

TERMS OF SALE

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

F.O.B.

08/01/2006 BID OPENING DATE: 09/13/2006 **BID OPENING TIME** 01:30PM CAT NO. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. 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. 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. STATE EQUIPMENT, INC. BIDDER: 9/19/06 DATE: via president SIGNED: VICE PRESIDENT TITLE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

## Request for Quotation

8 H-P

T

707EC005

RFQ NÜMBER

PAGE 7

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON 304-558-2402

\*709054014 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

DATEPRIN	<u>and them therein</u>		IMS OF SAI	.t	SHIP VIA		F.O.B.	FREIGHT TERMS
BID OPENING DATE:		00/17/	0007					
	Les seits surra etter	09/13/		CAT	BID	0	PENING TIME O	1:30PM
LINE	QUAN	VTITY	UOP	CAT NO.	ITEM NUMBER		UNITPRICE	AMOUNT
	IN EIT ENTITL	HER "A ED TO FERENC	" OR RECEI	"B", VE.	N OF PREFERENCE OR BOTH "A" AND YOU MAY REQUEST "A" AND "B".	11 ]	B" WHICH YOU AR	E M
				нот	ICE			
	A SIGN	ED BID	MUST	BE S	UBMITTED TO:			
	P) B) 2)	URCHAS UILDIN 019 WA	ING D G 15 SHING	IVISI TON S	INISTRATION ON TREET, EAST 5305-0130			
	THE BII THE ENV	VELOPE	LD CO OR T	NTAIN HE BI	THIS INFORMATION THIS INFORMATION	DN NS 1	ON THE FACE OF DERED:	
	BUYER:				33			1
	RFQ. NO	o.:			707EC005			70
	BID OPE	ENING I	DATE	AND T	IME			
	PLEASE TO CONT	PROVII	DE A F	SARDI	JMBER IN CASE IT			
SIGNATURE		vent 11 1000000000000000000000000000000000		OCE HEV	ERSE SIDE FOR TERMS AND CO TELEPHONE	NUH	IONS  DATE	
					TCECT FRAVE		DATE	
TITLE		FEII	N				ADDRESS CHANGES	TO BE NOTED ABOVE
	****				THATE AND ADDRESS		<u> </u>	



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

P

Ţ

RFQ NUMBER 707EC005

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON <u> 304-558-2402</u>

**\*709054014** 304-776-4406 STATE EQUIPMENT INC PO BOX 3939

CHARLESTON WV 25339

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 CAT NO. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT CONTACT PERSON (PLEASE PRINT CLEARLY): EDDIE ROWAN JR. 91,106 THIS IS THE END OF RFQ 707EC 005 \*\*\*\* TOTAL: \*\*\*\* SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

## 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.

70	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.						
87	All daily services should be done from ground level.						
88	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.						
3.8.2	Manufacturers standard governor with key shut off, wire sealed by manufacturer						
3.8.3	Engine shall have an engine block water heating element (1500-2000 watt).						
3.8.4	Heating element to have a male plug easily accessible, 110 volt AC.						
3.9	Engine Lubrication:						
3.9.1	Full pressure lubrication with oil filter and oil by-pass system.						
3.9.2	Engine oil cooler						

810	Coolir	ng System:
8101		Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons.
8102		Cooling system shall be supplied with Dex-cool or equal extended life anti-freeze protected to a point of -34 degrees F.
8103		Engine coolant filter shall be provided if recommend by manufacturer for this application.
8.11	Air Inc	duction System:
8.11.1		Dry type dual element (2 stage) air cleaner with pre-cleaner.
811.2		Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.
8.12	Exhau	st System:
812.1		Complete exhaust system shall be manufacturers standard for unit specified.
8122		Exhaust pipe shall be rain proof.
8.13	Electri	cal System:
813.1		Unit electrical system to be manufacturers noise suppression wiring
3.13 2		System to be 12 volts/24 volts negative ground (manufacturers standard).
3.13.3		Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; reserve capacity 160 minimum.
3.14	Chargi	ng System:
3.14.1		Unit should have 70 amp alternator (minimum) with internal regulator.
315	Engine	Fuel System:
3 15.1		Fuel capacity to be 12 working hours, minimum.
3.15.2		Unit to be provided with a fuel/water separator.
3.15.3		Dual stage fuel filtering shall be provided.

8.16 Tran	ismission:
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
8163	Transmission to have four (4) forward speeds and three (3) reverse with a top forward ground speed of approximately 23 MPH.
8164	Transmission shall have a neutral start switch for safety purposes.
8.17 Diffe	erential:
8.17.1	Manufacturers front and rear conventional
8.18 Axle	s:
8.18.1	Front axle to be fixed.
8.18.2	Rear axle should oscillate 13 degrees minimum.
8 19 Brak	es to be as follows:
8.19.1	Manufacturers recommended emergency braking system.
8192	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 Hydr	aulic System:
8201	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

820.6	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
82210	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 Light	ting 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 I	nstrumentation 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.
8244	Fuel gauge.
8.24.5	Ammeter/or volt meter.
8246	Coolant temperature indicator with audible buzzer or visual warning light.
8.24.7	Engine oil pressure indicator with audible buzzer or visual warning light.
824.8	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 Bud	ket:
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.
8.255	Bucket cutting edge and bottom wear strips shall be replaceable.
8.256	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 Fork	s:
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 Mate	rial 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.
828 I	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.
828.5	Striping material shall meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroflective 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 0 008 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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:
- 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: 707EC003		
Bidder's Name: STATE EQUIPMENT		
Address: 560 NEW GOFF MTN. RD. CROSS LANES WV 25313		
Telephone Number: (304) 776-4405		
Years Bidder has been registered to do business with the State of West Virginia:	20	_YRS
Years Company has been an authorized dealer for proposed unit:	9	_YRS
X4.2 DELIVERY: X4.2.1 Delivery date of completed representative unit: 100 Calendar Day Purchase Agr	vs After Date of eement	
(4.2.2 Delivery date of balance of completed units: 185 Calendar Days	After Date of Purchase Agree	ement

X5 0	AWARD CRITERIA;	·			
`X5 1	Prices for endloaders in quantities of	1-10 11-20 21-30 31 and over	\$91,106 \$91,106 \$91,106 \$91,106	per	r unit r unit r unit r unit
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manufactu 2006 DOOSAN MEGA 200-V	re of proposed	unit:		
	Is descriptive literature, fully describing proposed u  If not, why?		your bid? X	YES_	NO
X6 2	Will the required number of service manuals, and of Division at Buckhannon upon completion of deliver				
	Will the required Equipment Preventive Maintenan be provided upon inspection of the pilot unit?	ce Form (Section	on X6.2 of Bid	ders Evalı YES	

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:				$\mathbf{M}_{L}$	AKE:		
М	ODEL:		YEAR:	PU	TRCHASE AMOUN	TT:	
ENGINE:	MAKE:		MODEL:		FUEL TYPE:		
	HORSEPOWER:		CYLINDER:	EN	IGINE SERIAL:		
	COOLING SYST	EM CAPACITY: _					
BELIS:	DESCRIPTION:			PART NUM			
GVW:		AXLE CAPAC	CITY: FRONT: _			REAR:	
TIRES:	FRONI MAKE &	z SIZE:		····			
	REAR MAKE &	SIZE:			<del> </del>		
DIMENSIO						LENGIH:	
VENDOR (	CONTACT PERSO	N:			PHONE:		
PARTS:							
RATTERY	MAKF:		MODEI ·		CCA:		
TOP OR SI	DE POST:		DIMENSIONS	S. LENGTH	WIDTH	HEIGHT	
SPARK PLI	UGS OR FUEL INJ	ECTORS MAKE:		PART#			
FUEL FUM	PORTINIECTION	PUMP MAKE:		MODEL:			
ALTERNA:	IOR MAKE:			PART #:			
STARTER I	MAKE:			PART#:			
I URBO CH	IARGER MAKE:			PART #:			
TRANS. MA	AKE:	MODE	EL:		_ AUTO/MANUA	JL:	
HYDRAUL	IC PUMP MAKE: _			MODEL:		L:	
FILTERS	MAKE	PART NO.	LUBR	ICANT	MANUFACTU	JRER TYPE	
OIL			ENGI	NE			
AIR INNER			TRAN	ISMISSION			
OIL AIR INNERAIR OUTER			POWE	ER STEERING			
AIR OUTER FUEL PRIMARY			HYDE	3 A T TT T/T			
UEL SECO	ONDARY		DIFFF	DIFFERENTIALS			
COOLANT			BRAK	BRAKE FLUID			
	IC		COOI	COOLANT			
DIHER	<del></del>		OIHE	R			

1 RAINING:				
Will training seminar be conducted on Preventive Mainten Training	iance,			
Will you conduct training with each purchase order against	t this			
		X_	_YES_	NO
Will training be conducted within 2 working days from the the individual purchase order?	deliv		-	
If NO, explain time frame				
Will an Operator's Manual be furnished to the Training Ac	adem	ıy?X	YES	NO
If you are the successful vendor, will you furnish all trainin required in conducting the training?  X Y	ig aid ES _	s, i.e., vi NC	deos, pro	jectors,
Will all manuals, booklets, etc. explaining preventive m procedures, and service schedule be delivered with each	ainte unit	enance, o	perator _YES	NO
If NO, explain			. <del></del>	<u>.</u>
WARRANTY AND SERVICE POLICY				
Will the warranty and service you provide comply with all a of specifications				
Is warranty literature attached?	X	_YES _	NO	ı
	Will you conduct training with each purchase order agains  Will training be conducted within 2 working days from the the individual purchase order?  If NO, explain time frame  Will an Operator's Manual be furnished to the Training Ac  If you are the successful vendor, will you furnish all training required in conducting the training?  Will all manuals, booklets, etc. explaining preventive me procedures, and service schedule be delivered with each of the training.  WARRANTY AND SERVICE POLICY  Will the warranty and service you provide comply with all a of specifications	Will training seminar be conducted on Preventive Maintenance. Training  Will you conduct training with each purchase order against this  Will training be conducted within 2 working days from the delirate individual purchase order?  If NO, explain time frame  Will an Operator's Manual be furnished to the Training Academ  If you are the successful vendor, will you furnish all training aid required in conducting the training?  Will all manuals, booklets, etc. explaining preventive mainted procedures, and service schedule be delivered with each unit If NO, explain  WARRANTY AND SERVICE POLICY  Will the warranty and service you provide comply with all areas of specifications	Will training seminar be conducted on Preventive Maintenance, Operator Training  Will you conduct training with each purchase order against this open encounty.   Will training be conducted within 2 working days from the delivery of the individual purchase order?  If NO, explain time frame  Will an Operator's Manual be furnished to the Training Academy?  If you are the successful vendor, will you furnish all training aids, i.e., virequired in conducting the training?  Will all manuals, booklets, etc. explaining preventive maintenance, oprocedures, and service schedule be delivered with each unit?  If NO, explain  WARRANTY AND SERVICE POLICY  Will the warranty and service you provide comply with all areas as stated of specifications  X YES	Will training seminar be conducted on Preventive Maintenance, Operator and Motoraining  Will you conduct training with each purchase order against this open end contract

#### 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 D	efine the terms of the st SEE ATTACHED CO	standard warranty. If not offered, so state. (Attach copy)	
2. D	etine warranty service t	to be performed at DOH facilities and warranty service to be	
	ormed at manuracturer :	's representative facility. List name and location of manufacturer's	
ST	ATE EQUIPMENT, I	INC. CHARLESTON, BRIDGEPORT, BECKLEY, PARKERSBURG	
	<del></del>	FORMED @ OUR FACILITY = NO CHARGE	
-		FORMED @ DOH FACILITY= CHARGE FOR TRAVEL TIME AND MI	ILAGE
3. Li avail	st locations for parts in ability levels, if known	eventories that are within the State of West Virginia. Also, list	
	CHARLESTON, BRID	GEPORT, BEAVER, PARKERSBURG	
4. Dı	rring the term of warran	nty, list the guarantee discount to manufacturer's published list price	
for p	arts that bidder will sell	I the parts to owner.	
$\mathbf{A}_{\cdot\cdot}$	Terms: Net 30	Manufacturer's published list price less: 0 % discount	
В.	Terms: Net 60	Manufacturer's published list price less: 0 % discount	
<b>C</b>	Terms: Net 90	Manufacturer's published list price less: 0 % discount	
5 Du	ring the term of warran	nty, will all manufacturers or engineering improvements be submitted	
to Di	vision of Highways?	X YES NO	
6. Du	aring the term of warran	nty, list the guaranteed rates charged for repair to the unit	
A.	Shop Rate	\$ _70 per mechanic hour	
В	Travel Time Charge	\$_75per mechanic hour	
~ "	(Specify if one-way)		
	(-1)	, post to post	
<b>C</b>	Mileage Charge	\$ 1.25 per vehicle mile	
	(Specify if one-way	; port to port X	
D.	Field Mechanic Rate	\$ 75 per mechanic hour	
E.	Specify period of time	ne that prices are in effect: 12 MONTH	
F.	Surcharge for miscell	laneous items: 3 %	

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?
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 YESNO
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included?  X YESNO
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: DOOSAN Model: MEGA 200-V
X8.0	Endloader Specification:
X8.1	Operating weight: 25, 330 pounds (exclusive of tire ballast)
X811	Breakout force: 22,930 pounds
X8.2	Overall length (bucket lowered): 23 foot
X83	Does loader have articulated frame and full hydraulic power steering?  X YES NO
X8.3.1	Tipping load straight: 16986 pounds

X84	Overall height: 10'7" to top of cal	)			
X8.4.1	Dumping clearance at maximum height and 45°	dump aı	ngle: 111	"inches	
X8.5	Are units provided with a quick coupler system for intercontrolled from operator station	_	bility of a YES	=	
X8 6	Do machine(s) have vandalism package/keyed alike?	<u> X</u>	_YES _	NO	
X8.7	Are daily services done from ground level?	_X	_YES _	NO	
X88	Engine:				
X8.8.1	Is engine manufacturers water cooled diesel power torque to operate machine and hydraulic system a Specify HP: 143	at maxir		ency?	and
X8.8.2	Is unit equipped with manufacturer's standard go sealed by Manufacturer?		with key sl _YES	-	
X8.8.3	Engine equipped with an engine block water heat watt)?	_	nent (1500 _YES		
X8.8.4	Does heating element have male plug easily access		10 volt A		
X8.9	Engine Lubrication:				
X8.9.1	Has full pressure lubrication with oil filter and oil		s system? _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 a for all seasons?		ll capabili _YES		on
X8.10.2	Cooling system supplied with Dex-Cool or equal -34°F?		d life anti YES		
X8.10 3	Is coolant filter provided if recommended manufa		or this app _YES	lication?NO	

X811	Air Induction System:				
X8.11.1	Is dry type (2 stage) dual element air cleaner with pre		_	ovided? NO	
X8112		cato	or that is		hen
X8.12	Exhaust System:				
X8.12.1	Is complete exhaust system manufacturers standard for		_	fied? NO	
X8122	Is exhaust pipe rain proof?	X	_YES _	NO	
X8.13	Electrical System:				
X8.13.1	Is unit provided with manufacturers noise suppression	wi	_	YES	_NO
X8.13.2	Is system 12 volts/24 volts negative ground		X	YES	_ NO
X8.13.3	Are heavy duty CCA battery(s) provided?		<u>X</u>	YES	_NO
	CCA 950 reserve capacity 160				
X8.14	Charging System:				
X8 14 1	Alternator AMPS: 70 with internal regu	ulate	or?_X	_YES	NO
X8.15	Engine Fuel System:				
X8.15.1	Is fuel capacity at least 12 working hours		X	YES	_NO
X8 15.2	Is unit provided with a fuel/water separator?		X	YES	_NO
X8153	Is dual stage fuel filtering provided?		X	YES	_NO

X8.16	Transmission:			
X8 16.1	Is transmission full power shift with torque converter capa shifting in all ranges?	able of	"on the Go" _YES	_NO
	Does it have full automatic feature with on-board diagnos kickdown controls	tic cap	abilities and YES	_NO
X8.16.2	Is torque converter capable of handling maximum power of		of engine? _YES	_NO
X8.16.3	Number of forward speeds 4 Number of reverse spe	eds 3	?	
	Top forward ground speed: 24 MPH HP			
X8.16.4	Is neutral start switch provided for safety purposes?	<u>X</u>	_YES	_NO
X8.17	Differential:			
X8.17.1	Is front and rear differential manufacturers conventional ty	/pe? <u>X</u>	YES	_NO
X8.18	Axles:			
X8.18.1	Is front axle fixed?	X	_YES	_NO
X8.18.2	Oscillation of rear axle: 11 degrees			
X8.19	Brakes:			
X8.19.1	Is Manufacturers recommended emergency braking system	n provi		_NO
X8.19.2	Is emergency brake independent of service brake?	X	YES	_NO
X8.19.3	Are service brakes powered assisted hydraulic actuated?	X	_YES	NO
X8 19.4	Are service brakes wet disk type?	X	YES	NO_
X8.20	Hydraulic System:			
X8.20.1	Does unit provide hydraulic lift, lower, dump, roll back an	d float		NO
	Does unit have third spool auxiliary valve and cab controll	er X	_YES	NO

X8.20.2	Are hydraulic cylinders double action chrome plated pisto			NO
<b>770 - 0 -</b>				NO
X8.20.3	Is hydraulic oil cooler provided if recommended by manu	facture X	r? YES	NO
X8.20.4	Is sight glass provided for daily service checks?	X		NO
X8.20.5	Hydraulic system relief pressure: 2874	P.S.I.		
X8.20.6	Is Manufacturers standard hydraulic filtering system provi		_YES _	NO
X8.21	Tires and Wheels:			
X8.21.1	Are wheels manufacturers recommended size for unit bid?	? <u>X</u>	_YES _	NO
	Specify size 17.5 X 25 X 12 PR			
X8.21.2	Are tires grader/loader type tubeless radials front and rear	? <u> </u>	_YES _	NO
	Specify size: 17.5 X 25 X 12 PR	•••		
X8.21.3	Overall tire width (outside left to outside right):	eet	4	_inches
X8.22	Cab and related accessories:			
X8.22.1	Is cab OSHA approved ROPS?	<u>X</u>	_YES _	NO
X8.22.2	Is cab insulated and pressurized?	X	_YES _	NO
X8.22.3	Is cab equipped with heater, defroster, air conditioning insimanufacturer?			NO
X822.,4	Is cab equipped with wipers and washers front and rear?	X	_YES _	NO
X8.22.5	Is Manufacturers tinted safety glass at all locations?	X	_YES _	NO
X8.22.6	Are left and right rear view mirrors and in cab rear view m	irror pr	ovided?	•
		_	YES	NO
X8227	Does cab have one (1) lockable entry door?	X	YES _	NO
X8.22.8	Are doors hinged at rear to provide front to back opening	X	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	n adj		seat beltYES	NO
X8.22.11	Is seat equipped with adjustable arm rests?	<u>X</u>	YES	NO	
X8.22.12	Does seat provide height and weight adjustments?	_X	YES	NO	
X8.22.13	Is unit equipped with adjustable tilt and telescoping operator control?			neel for ear	
X8.2214	Are fenders provided front and rear?		X	_YES _	NO
X8.22.15	Is fire extinguisher provided and mounted on unit?		_X	_YES	NO
X8.22.16	Is AM/FM radio provided and installed in unit?		_X_	_YES	NO
X8.23 Li	ghting System:				
X8.23.1	Is unit equipped with two (2) hi/low halogen beam fr working?	ont l	-	or trammir _YES	_
X8.23.2	Does unit have four (4) work lights; two (2) front/two lights	0 (2)		b mounted _YES	
X8.23.3	Does unit have flash/turn signals (front and rear), stop	oligh		taillights? _YES	
X8.23.4	Does unit have console and dome lighting?		X	YES	NO
X8.235	Is unit equipped with low profile high intensity strobe of cab as specified	e ligl	nt mour	nted at top _YES	rear NO
	If NO, explain		•		
X8.23.6	Is unit equipped with audible OSHA approved reverse	e ala	ım? x	YES	NO
X8.23.7	Is articulation locking bar and pin provided?		X	YES	<del></del>
X8 24 Uni	it Instrumentation:				<del></del>
X8.24.1	Tachometer?	X	YES	NO	

X8.24.2	Speedometer?	X	_YES	NO	
X8.24.3	Does hour meter operate from engine operation?		_X	_YES	NO
X8.24.4	Fuel gauge?	<u>X</u>	_YES	NO	
X8.24.5	Ammeter/ or volt meter?		X	YES	_NO
X8.24.6	Does coolant temperature indicator have audible but	zzer o		l warning li _YES	
X8 24.7	Does engine oil pressure indicator have audible buzz	zer or		warning lig YES	
X8.24.8	Does unit have transmission oil temperature indicate	or?	X	_YES	_NO
X8.24.9	Does unit have transmission oil pressure indicator?		<u> X</u>	_YES	_NO
X8.24.10	All features considered to be standard equipment no	t addr	essed a	bove:	
	SEE BROCHURE			And the second	
X8.24.11	Will unit be delivered to WV DOH with manufacture intact?	er's sa	afety de	ecals and fe	atures _NO
X8.24.12	Is one (1) complete set of replacement filters for each	h unit	_	ed? YES	_NO
X8.25 Bu	icket:				
X8.25.1	Bucket capacity struck: 1.47 Cu Yd Heaped	capac	eity:1.	76 Cu Y	d
X8.25.2	Bucket width: 98 inches				
X8.25.3	Bucket roll back 46 degrees at ground level	l and	dump a	t full heigh	t
	52degrees				
X8.25.4	Does unit have automatic return to work leveler for b	ucket		achments YES	_NO
X8.25.5	Are replaceable cutting edge and bottom wear strips p	provid	led X	YES	NO

X8.25.6	Is cutting edge welded to bucket and bolt on replaceable under it?		edge mo _YES _	
X8.25.7	Digging depth below horizontal (bucket level): 6.8	_inche	S	
X8 26	Forks:			
X8.26.1	Are forks heavy duty steel construction?	X	_YES _	NO
X8.26.2	Is carriage of heavy duty steel construction?	<u>X</u>	_YES	NO
X8.26.3	Carriage size: 7/8" inch side plates and 79.5	inch	es wide?	
X8 26 4	Tines/Forks: 6 inches wide and 48 inches lon			
X8 26.5	Tines/Forks: 2 inches thick at heel and forged so	lid stee X	l _YES	NO
X8.26.6	Tines/Forks mounted on $2.5$ inches diameter round ba	ır.		
	Adjustable laterally 60 inches			
X8.27	Material Handling Boom:			
X8.27.1	Is material handling boom of heavy duty construction with	hook?	_YES	NO
X8.27.2	Boom has 3 locking sections Boom reach: 14.5	_ feet		
X8.28	Paint:			
X8281	Is endloader painted Federal Standard White 595A (NO. 1	,	YES	NO
X8282	Will detail/decorative stripes be provided and installed on bidder?		successfi YES	
X8.28.3	Are stripe(s) width 4 inches as specified?	X	YES	NO
X8.28.4	Does striping method and striping material meet required s sections 8.28.4; 8.28.5; and 8.28.6?		ations que YES	
	If NO, explain	· . · · · · · · · · · · · · · · · ·		

X8.28.7	Describe color and type of material of upper stripe: DARK BLUE 4" REFLEXITE					
	D82-2342-040150					
X8.28 8	Describe color and type of material of lower stripe:					
	LIGHT GOLD 4" REFLEXITE					
	D82-1842-040150					
8.28.9	Will bidder consult WV DOH on proposed striping?X_YESNO					
X8.28.1	Has bidder attached paint plan (chips/samples/striping details) to compliance form?  YESNO					
	If no will samples be submitted?YESNO					
X8.28.1	Describe manufacturers paint procedure as specified in sections 8.30.11; 8.30.12; and 8.30.13					
	MANUFACTURES STANDARD PAINTING PROCEDURES WITH					
	DOH SPECIFIED FEDERAL STANDARD WHITE.					
X8.28.14	Is white paint specified applied over top of manufacturer's standard color? YESX_NO					
X8.28.15	Are areas of distinct color(s) (e.g. safety reason) be painted as they normally would?  X YESNO					
X8.29	Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?  X YESNO					
X8.30	Does unit conform to the advertising guidelines? X YES NO					
X8.31	Preventive Maintenance and Operators Orientation/Training:					
X8311	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?					

707EC005

#### 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 exceed five percent of the total contract amount.

#### **EXCEPTION:**

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

#### LICENSING:

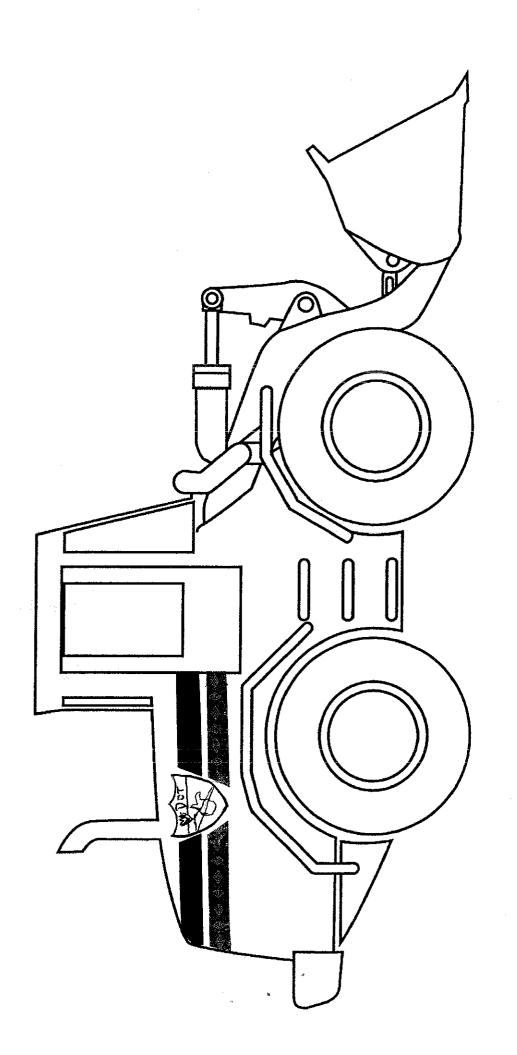
The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

#### 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:	STATE	EQUIPMEN	IT, INC.				
Authorized Signatu	ıre:		Va fr	crialit	Date:	9/19/06	
No Debt Affidavit Revised 02/08/05	0		,				





#### **NEW MACHINE WARRANTY**

Doosan Infracore America (DIA) warrants the Daewoo Wheel Loader, hereinafter referred to as Machine to be free from defects in material and workmanship. If any part of Machine proves defective in material and or workmanship during the warranty period, Daewoo (Dealer) shall repair or replace free of charges including Related labor or any such defective part. The warranty period is 12 months or 1,500 hours, whichever occurs first, after the date of delivery of Machine to the original retail purchaser.

This warranty does not apply in the following cases even when they occur during the warranty period

- (1) Damage or defects caused by accident, misuse, negligence or natural calamity
- (2) Damage or defects caused by using other than DIA genuine parts or installing attachments to machine not authorized in writing by DIA (Dealer)
- (3) Change, alteration or modification to Machine or any of its components/parts by other than DIA nominated dealers which in the sole judgement of DIA, affects the performance, stability or purpose for which it was manufactured
- (4) Slight defects which generally do not affect the stability or reliability of Machine
- (5) Service maintenance, such as engine cleaning, replacement of consumable parts, lubrication and brake adjustment, etc.
- (6) Consumable articles, such as oil, grease, fan belt, gaskets, fuses, brake or clutch lining, fuel filter, tires, cables, carbon brushes, bulbs, fuel injection nozzles, glow plugs and other similar parts.

This warranty is expressly in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. The liability of DIA under this warranty is expressly limited to the provisions specified above and in no event shall DIA incur any liability(including liability for general, special, incidental or consequential damages, economic or moral loss, arising out of any failure of Machine) which is not expressly assumed by DIA under this warranty. In all matters DIA's decision is final



# STATE EQUIPMENT, INC. POBOX 3939 CHARLESTON WY 25339

PHONE: 304-776-4405
FAX: 304-776-4409
INFO@STATEEQUIPMENT COM
WWW STATEEQUIPMENT COM

#### Maintenance and Operator Training

State Equipment, Inc. in conjunction with the wheel loader manufacturer will conduct maintenance and operators training session to the satisfaction of the WVDOH. The session will cover daily maintenance operations and machine orientation. It should take approximately two hours and will be conducted at the WVDOH Buckhannon facility. Training will take place within two working days from delivery of pilot unit