



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
707EC008

PAGE
1

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

VENDOR

*709014709 01 304-366-3075
ANDERSON EQUIPMENT COMPANY
7 RUSKIN DRIVE

FAIRMONT WV 26554

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2006	Net 30	Anderson Arrange.	Buckhannon, WV	Delivered
BID OPENING DATE: 10/04/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-66		\$24,084.00
				DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR		1-10 units \$23,525.00
				OPEN END CONTRACT		11-20 units \$22,967.00
				TO PROVIDE DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 591-2-K.		21 and over
				THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 9/22/06. 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 9/13/06. 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 FAX: 304-558-4115		
				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 NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael K. Burke /t/s</i>	TELEPHONE 304-756-2800	DATE October 4, 2006
TITLE General Manager - WV	FEIN 25-032-3970	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT,</p>						

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<p>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 RA 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 A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</p>						

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<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

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<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Anderson Equipment Company</p> <p>DATE: October 4, 2006</p> <p>SIGNED: <i>Michael K. Burke /als</i></p> <p>TITLE: Michael K. Burke General Manager - WV</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR</p>						

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<p>ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">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.: 707EC008</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: 304-756-2799</p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Brian Cantrell						
***** THIS IS THE END OF RFQ 707EC008 ***** TOTAL:						\$24,084.00 1-10 units

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 591-2-K

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

1.0 PURPOSE

It is the purpose of these specifications to describe a Double Drum Vibratory Roller/Compactor (hereinafter referred to as a "roller" 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 120 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 must be provided within 30 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, and 21 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 QUOTED UNIT ARE AS FOLLOWS:

- 7.1 Roller(s) shall be equipped with ROPS and FOPS canopy.
- 7.2 Engine shall be manufacturers water/air cooled diesel powered and shall provide a minimum of 28 horsepower and sufficient torque to operate machine and hydraulic system at maximum efficiency.
- 7.3 Steering system shall be of hydraulic, full power, articulated design.
- 7.4 Unit shall be of a low profile design.
- 7.5 Unit weight to be approximately 6000 pounds.
- 7.6 Wheel base to be approximately 68 inches.
- 7.7 Roller(s) shall have dual drum drive with hydrostatic propulsion.
- 7.8 Unit shall be equipped with manufacturers vandalism package.
- 7.9 Unit shall travel 0 to 6 M.P.H. forward and reverse minimum.

7.10 Engine:

- 7.10.1 Engine to have a manufacturer's heaviest duty dual fuel filtering system offered.
- 7.10.2 Full pressure lubrication with oil filter and oil by-pass system.
- 7.10.3 Manufacturers standard governor with key shut off, wire sealed by manufacturer.
- 7.10.4 Cooling system shall be filled with permanent type Dex-Cool extended life (or equal) anti-freeze protected to a point of -34° F if unit is water cooled.

7.11 Brakes:

- 7.11.1 Service brake to be through hydrostatic propulsion system.
- 7.11.2 Parking brake to be of spring-applied, hydraulically released on each drum drive.

7.12 Drums:

- 7.12.1 Drums shall be of manufacturer's heavy duty design.
- 7.12.2 Drum width approximately 48 inches.
- 7.12.3 Drum diameter approximately 28 inches.
- 7.12.4 Wiper bars shall be mounted front and rear of each drum.
- 7.12.5 Wiper bars shall be spring loaded, self adjusting.
- 7.12.6 Wiper bars shall have replaceable rubber/neoprene drum cleaners.
- 7.12.7 Front and rear drums shall be of vibratory compaction type.
- 7.12.8 Vibrating parts must be isolated from rest of roller.
- 7.12.9 Vibrating system isolators shall be replaceable.
- 7.12.10 Unit must be equipped with automatic vibration switch.

7.13 Electrical:

- 7.13.1 Electrical system shall be manufacturer's heavy duty 12 volt D.C. negative ground.
- 7.13.2 Manufacturers recommended heavy duty maintenance free battery shall be provided.
- 7.13.3 Battery CCA 500 minimum.
- 7.13.4 Alternator to be 65 AMP with internal regulator.

- 7.14 Gauges to be illuminated and shall be equipped with visual or audible warning that will advise operator when manufacturer recommended safe operating ranges are exceeded.
 - 7.14.1 Unit shall be provided with hour meter operable from engine operation (not key switch.)
 - 7.14.2 Ignition switch water sealed.
 - 7.14.3 Fuel gauge.
 - 7.14.4 Volt/Amp meter gauge.
 - 7.14.5 Oil pressure gauge.
 - 7.14.6 Engine temperature gauge
 - 7.14.7 Operators station to have manufacturer's fully adjustable isolation mounted seat with seat belt.
 - 7.14.8 OSHA approved back-up alarm shall be provided and installed by manufacturer.
 - 7.14.9 Unit to have a parking brake "on" indicator.
 - 7.14.10 A neutral start safety switch shall be provided.
- 7.15 Water System:
 - 7.15.1 Tank capacity to be 50 gallon approximately.
 - 7.15.2 Water system shall be pressurized.
 - 7.15.3 Water flow must be variable.
 - 7.15.4 Water filter(s) shall be provided in system.
 - 7.15.5 Screened back nozzle type sprayers for drums.
 - 7.15.6 Empty water tank indicator to be provided.
 - 7.15.7 Water pump shall be capable of "Run Dry" situation without damage to pump or components.
 - 7.15.8 Water tank and complete water system shall be constructed of rust proof materials.
 - 7.15.9 Water tank shall have drain plug.

- 7.16 Lighting:
 - 7.16.1 Unit shall be equipped with flashers visible from front and rear of roller.
 - 7.16.2 Work lights shall be installed front and rear of roller. Two (2) front and two (2) rear.
 - 7.16.3 Low profile high intensity dual flash strobe light shall be mounted on top of cab/canopy. Aero Flash Model number M420 or equivalent. (Amber in color)
- 7.17 Unit shall be delivered to WV DOH with all manufacturers recommended safety related decals and safety features intact.
- 7.18 One (1) complete set of replacement filters shall be provided with each unit upon delivery.
- 7.19 Paint:
 - 7.19.1 The Manufacturer's recommended paint preparation and color to be provided.
- 7.20 Vendor must certify that roller 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 unit.
- 7.21 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 manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.
- 7.22 Preventive Maintenance and Operators Orientation/Training:
 - 7.22.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 591-2-K

DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

NOTE TO BIDDER: Procurement Specification No. 591-2-K, 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.: 707EC008

Bidder's Name: Anderson Equipment Company

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

Telephone Number: 304-756-2800

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

Years Company has been an authorized dealer for proposed unit: 21 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1	Prices for unit in quantities of	1-10	<u>\$24,084.00</u> per unit
		11-20	<u>\$23,525.00</u> per unit
		21 and over	<u>\$22,967.00</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

Ingersoll-Rand Model DD-24 2007Is descriptive literature, fully describing proposed unit attached to your bid? YES NOIf not, why? Unit bid is a new model. Literature not available at this time.X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NOWill the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished to the Training Academy? YES NO

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? YES NO

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

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

1 year or 1500 hours from date of delivery.

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

All warranty work to be performed at an Anderson Equipment facility unless it is a machine down emergency.

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

Fairmont, WV

Charleston, WV

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

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

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

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

- A. Shop Rate \$ 0 per mechanic hour
- B. Travel Time Charge \$ 0 per mechanic hour
(Specify if one-way) 0; port to port 0
- C. Mileage Charge \$ 0 per vehicle mile
(Specify if one-way) 0; port to port 0
- D. Field Mechanic Rate \$ 0 per mechanic hour
- E. Specify period of time that prices are in effect: Term of warranty
- F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? x YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? x YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? x YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: Ingersoll-Rand Model: DD-24

X7.1 Are roller(s) equipped with ROPS and FOPS canopy? x YES NO

X7.2 Is engine manufacturer's water/air water cooled diesel/sufficient torque to operate machine/hydraulic system at maximum efficiency? x YES NO
Specify engine horsepower 32

X7.3 Is steering of hydraulic, full power, articulated design? x YES NO

X7.4 Is unit a low profile design? x YES NO

X7.5 Unit weight: 5730 pounds

X7.6 Wheel base: 68 inches

X7.7 Does unit have dual drum drive with hydrostatic propulsion? x YES NO

X7.8 Does unit have manufacturer's vandalism package? x YES NO

X7.9 Travel speed: Forward 6.2 , Reverse 6.2

X7.10 Engine:

- X7.10.1 Is manufacturer heaviest duty dual fuel filtering system offered? YES NO
- X7.10.2 Has full pressure lubrication with oil filter/by pass system? YES NO
- X7.10.3 Is governor key shut off, wire sealed by manufacturer? YES NO
- X7.10.4 Is cooling system provided with permanent type Dex-Cool extended life (or equal) to a freeze point of -34°? YES NO

X7.11 Brakes:

- X7.11.1 Has hydrostatic propulsion service brake? YES NO
- X7.11.2 Is parking brake spring-applied, hydraulically released on each drum drive? YES NO

X7.12 Drums:

- X7.12.1 Are drums manufacturers heavy duty? YES NO
- X7.12.2 Drum width: 47.2 inches
- X7.12.3 Drum diameter: 28 inches
- X7.12.4 Are wiper bars mounted front and rear of each drum? YES NO
- X7.12.5 Are wiper bars self adjusting and spring loaded? YES NO
- X7.12.6 Do wiper bars have replaceable rubber/neoprene drum cleaners? YES NO
- X7.12.7 Are front/rear drums of vibratory compaction type? YES NO
- X7.12.8 Are vibrating parts isolated from rest of roller? YES NO
- X7.12.9 Are vibrating system isolators replaceable? YES NO
- X7.12.10 Will unit be equipped with automatic vibration switch? YES NO

X7.13 Electrical:

- X7.13.1 Does electrical system have manufacturer's heavy duty 12 volt D.C. negative ground? YES NO
- X7.13.2 Has manufacturers recommended heavy duty maintenance free battery? YES NO
- X7.13.3 Has battery CCA approximate 500? CCA: 800 YES NO
- X7.13.4 Alternator: 45 AMP with internal regulator?

- X7.14 Will gauges be illuminated/equipped w/visual or audible warning that will advise operator when Mfg. recommended safe operating ranges are exceeded? YES NO
- X7.14.1 Is unit provided with hour meter operable from engine operation (not key switch)? YES NO
- X7.14.2 Is ignition switch water sealed? YES NO
- X7.14.3 Has fuel gauge? YES NO
- X7.14.4 Has volt/amp meter gauge? YES NO
- X7.14.5 Has oil pressure gauge? YES NO
- X7.14.6 Has engine temperature gauge? YES NO
- UNITS HAVE
INDICATOR LIGHTS ON PANEL
SEE ADDENDUM
- X7.14.7 Are seats manufacturers fully adjustable, isolation mounted and with seat belts at operators station? YES NO
- X7.14.8 Has OSHA approved back-up alarm installed by manufacturer? YES NO
- X7.14.9 Does unit have a parking brake "on" indicator? YES NO
- X7.14.10 Is provided with a neutral start safety switch? YES NO
- X7.15 Water System:
- X7.15.1 Tank capacity: 68.7 gallons
- X7.15.2 Is water system pressurized? YES NO
- X7.15.3 Is water flow variable? YES NO
- X7.15.4 Are water filters provided? YES NO
- X7.15.5 Has screened back nozzle sprayers? YES NO
- X7.15.6 Is empty tank indicator provided? YES NO
- X7.15.7 Has water pump capable of "Run Dry" situation without damage to pump or components? YES NO
- X7.15.8 Is water system of rust-proof material? YES NO
- X7.15.9 Does water tank have drain plug? YES NO

X7.16 Lighting:

- X7.16.1 Is unit equipped with visible flashers front and rear? YES NO
- X7.16.2 Has work lights front and rear? YES NO
- X7.16.3 Is strobe light amber color, mounted and model specified? YES NO
- X7.17 Are all manufacturers safety decals/features provided? YES NO
- X7.18 Is one (1) complete set of replacement filters with unit upon delivery? YES NO
- X7.19 Paint:
- X7.19.1 Is manufacturer's recommended paint preparation/color provided? YES NO
- X7.20 Does proposed unit meet or exceed the "OSHA of 1970"? YES NO
- X7.21 Does unit conform to the advertising guidelines? YES NO
- X7.22 Preventive Maintenance and Operators Orientation/Training:
- X7.22.1 Have you attached a copy of proposed training program along with schedule of course. Will you furnish all training aids? YES NO

Will furnish all training aids.
 Course schedule to be determined with input from WVDOH.



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
707EC008

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *709014709 304-756-2800
 TERI SURFACE
 ANDERSON EQUIPMENT
 P O BOX 3109
 CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED 09/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/04/2006** 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 REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-66		
				DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR		
***** THIS IS THE END OF RFQ 707EC008 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
707EC008

OPEN END CONTRACT
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

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 (3rd Paragraph)
A completed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor.

TO:

- 4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection should be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

FROM:

- 7.14 Gauges to be illuminated and shall be equipped with visual or audible warning that will advise operator when manufacturer recommended safe operating ranges are exceeded.

TO:

- 7.14 Gauges to be illuminated and to be equipped with visual or audible warning that will advise operator when manufacturer recommended safe operating ranges are exceeded

FROM:

- 7.14.4 Volt/Amp meter gauge

TO:

- 7.14.4. Volt/Amp meter gauge or light

704EC008

Page 2

FROM:

7.14.5 Oil pressure gauge

TO:

7.14.5 Oil pressure gauge or light

FROM:

7.14.6 Engine temperature gauge

TO:

7.14.6 Engine temperature gauge or light

ADDENDUM #1
707EC008

OPEN END CONTRACT
DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.0 REPRESENTATIVE UNIT FOR TEST – NO CHANGE REQUIRED

X4.2 DELIVERY OF COMPLETED REPRESENTATIVE UNIT – NO CHANGE REQUIRED

X7.14 Gauges – NO CHANGE REQUIRED

FROM:

X7.14.4 Has volt/amp meter gauge _____ YES _____ NO

TO:

X7.14.4 Has volt/amp meter gauge or light YES _____ NO

FROM:

X7.14.5 Has oil pressure gauge _____ YES _____ NO

TO:

X7.14.5 Has oil pressure gauge or light YES _____ NO

FROM:

X7.14.6 Has engine temperature gauge _____ YES _____ NO

TO:

X7.14.6 Has engine temperature gauge or light YES _____ NO

SIGN IN SHEET

Page 1 of

RF# 707EC008
 Date 9/22/07

Firm & Representative Name:	Mailing Address:	Phone&Fax#:
1. <u>Valley Air, Inc. Logan Co. WV</u> <u>Jim Parkey</u>	<u>P.O. Box 6516</u> <u>CHARLESTON, WV 25362</u>	P <u>304/345-2851</u> F <u>304/345-2856</u>
2. <u>Anderson Equipment</u> <u>Teri Surface</u>	<u>P.O. Box 3109</u> <u>Chas., WV 25331</u>	<u>304-756-2800</u> <u>304-756-2799</u>
3. <u>Uniontown Ind EO</u> <u>Mike Clouser</u>	<u>100 College Dr.</u> <u>Lewinstown, PA 15756</u>	<u>800-229-5948</u> <u>800 724-437-1578</u>
4. <u>State Equipment</u> <u>Jason Lamm</u>	<u>560 New Goff Mtn Rd</u> <u>Cross Lanes WV 25313</u>	<u>304 776 4405</u> <u>776 4409</u>
5. <u>State Equipment</u> <u>Alan Paset</u>	<u>560 New Goff Mtn Rd</u> <u>Cross Lanes WV 25313</u>	<u>304-776-4405</u> <u>776-4409</u>
6. <u>WV TRACTOR</u> <u>GARY GRADY</u>	<u>D.O. BOX 473</u> <u>CHARLESTON WV 25322</u>	<u>304 346-5301</u> <u>304 346-5305</u>
7. <u>Fuel Coach</u> <u>Don Weese</u>		

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



**STANDARD WARRANTY
INGERSOLL-RAND ROAD DEVELOPMENT DIVISION
VIBRATORY AND PNEUMATIC COMPACTORS**

MODELS: **Group 1** (CR24, CR30, CR36, DD12S, DD14S, DD16, DD20, DD24, DD25, DD28HF, DD30, DD34HF, PT125R, SD45)*
Group 2 (DD70, SD70 / SD77)*
Group 3 (DD90, DD110, DD125, DD130, PT240R, SD100 / 105 / 116 / 122)*
Group 4 (SD160 / SD200)*
* = All Models

ELEGIBLE DEALERS: All authorized U.S. and Canadian Ingersoll-Rand / Blaw-Knox Dealers and Ingersoll-Rand Equipment Stores.

ELIGIBLE CUSTOMERS: All retail, rent-to-own, and dealer lease customers.

PROTECTION PERIOD: From date of entry into service. Limited to **1 year or 1,500 hours** of operation, whichever comes first.

COVERAGE: Coverage will include electrical, traction system, pump drive system, hydraulic and mechanical components.

ENGINE: Engine manufacturer's warranty in effect at time of sale applies. Extended engine warranty may be purchased from the engine manufacturer.

- NOTE:**
1. Unauthorized modification or alteration to any of the subject equipment will cause such equipment to become ineligible for warranty.
 2. This protection plan will cover failures due to defective material and workmanship. The plan does not cover malfunctions due to normal wear and tear, misuse, abuse, weather conditions, rust, prolonged storage, lack of maintenance or other such conditions.
 3. Genuine IR parts along with recommended lubricants and oils must be used. The customer will be responsible for the daily, weekly, monthly routine maintenance and cleaning of the machine. Records should be kept for all maintenance performed and be made available upon request.
 4. IR will not be responsible for any consequential loss, (i.e. lost time or material due to machine failure).



COMPACTOR WARRANTY

Ingersoll-Rand Company ("IR") warrants to its and its affiliates' authorized dealers, who in turn warrant to the initial user only, that each new Ingersoll-Rand compactor sold by the dealer will be free from proven defects in material and workmanship for a period of twelve (12) months from the in service date to the initial user or 1500 hours of service by the initial user, whichever occurs first.

During the warranty period, an authorized dealer shall repair or replace, at IR's option, any part that is found upon inspection to be defective in material or workmanship. Such part will be repaired or replaced without charge for parts and labor to the initial user by the authorized dealer. The initial user shall provide an authorized dealer with prompt notification of the defect and allow reasonable time for repair or replacement. IR may require failed parts to be returned to the factory. Transportation of the product to an authorized dealer is the responsibility of the user. The remedies provided in this warranty are exclusive.

This warranty does not apply to failures occurring as a result of abuse, misuse, negligent repairs, corrosion, erosion and normal wear and tear, alterations or modifications made to the product without the express written consent of IR, or failure to follow the recommended operating practices and maintenance procedures as provided in the product's operating and maintenance publications. This warranty does not cover replacement of scheduled service items such as oil, filters, and wear items. This warranty does not apply to engines (including engine electrical components) and tires or other accessories and equipment furnished by IR, but manufactured by others. The initial user shall rely solely on the warranty, if any, of the respective manufacturers thereof.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXCEPT FOR THE WARRANTY OF TITLE), EXPRESS OR IMPLIED. IR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL IR OR ANY OF ITS AFFILIATES, SUBSIDIARIES OR AUTHORIZED DEALERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOSS OF MACHINE USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IR OR ANY OF ITS AFFILIATES, SUBSIDIARIES OR AUTHORIZED DEALERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF IR, ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERS WITH RESPECT TO THE PRODUCT FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED, EXCEPT FOR CLAIMS FOR PERSONAL INJURY.

The undersigned acknowledges that he/she has received a copy of this warranty on the date set forth below.

Initial user: _____ (Name of company)

By: _____

Title: _____

Date: _____

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A F F I D A V I T

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: Anderson Equipment Company

Authorized Signature: Michael R. Benke /als Date: 10/4/06