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Mineral Wells, WV 26150

Benson Manufacturing, Inc.

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

Request for Quotation

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

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Request for Quotation

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JOHN JOHNSTON
304-558-2402

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750

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Benson Manufacturing, Inc.

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

Request for Quotation

707EC019

PAGE 4

.....ADDRESS:CORRESPONDENCESTO/ATTIENTION/OF.....

JOHN JOHNSTON 304-558-2402

DIVISION OF HIGHWAYS

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

304-472-1750

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Request for Quotation

707EC019

PAGE

ADDRESS CORRESPONDENCE TO A TIENTION OF

JOHN JOHNSTON 304-558-2402

26201

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

304-472-1750

RFQ COPY TYPE NAME/ADDRESS HERE Benson Manufacturing, Inc.

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707EC019

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JOHN JOHNSTON 304-558-2402

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV 26201

304-472-1750

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Benson Manufacturing, Inc.

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Request for

SHIP VIA

707EC019

FREIGHTTERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON 304-558-2402

RFO COPY TYPE NAME/ADDRESS HERE Benson Manufacturing, Inc.

DATE PRINTED TERMS OF SALE

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

F.O.B.

01/09/2007 BID OPENING TIME **BID OPENING DATE:** 02/21/2007 01:30PM QUANTITY ITEM NUMBER UNIT PRICE AMOUNT LINE UOP CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: Benson Manufacturing, Inc. _02/19/07 DATE: SIGNED: TITLE: Municipal Sales * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR "B" WHICH YOU ARE YOU MAY REQUEST UP TO THE MAXIMUM ENTITLED TO RECEIVE. 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

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PAGE 8

JOHN JOHNSTON
304-558-2402

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Benson Manufacturing ,Inc.

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

304-472-1750

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	BUYER:	1	33		
	RFQ. NO.:		707EC019		
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TERMS OF SALE

Request for Quotation

707EC019

F.O.B

PAGE 9

FREIGHT TERMS

JOHN JOHNSTON

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RFQ COPY TYPE NAME/ADDRESS HERE Benson Manufacturing, Inc.	S H P	DIVISION OF EQUIPMENT DI ROUTE 33 BRUSHY FORK BUCKHANNON, 26201	ROAD

01/09/2007									<u> </u>			
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NOTE: Vendor should type the Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

It is not necessary to return pages 10-20 of the specifications with the bid.

EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 013-2-A

9 CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

NOTE TO BIDDER: Procurement Specification No. 013-2-A, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: 707EC019		
	Bidder's Name: Benson Manufacturing , Inc.		
٠	Address: P.O. Box 970 Mineral Wells, WV 26150		
	Telephone Number: (304) 489-9020		
	Years Bidder has been registered to do business with the State of	West Virginia:	_YRS
	Years Company has been an authorized dealer for proposed unit:	1	_YRS
X4.2 X4.2.1	DELIVERY: Delivery date of completed representative unit: 45	_ Calendar Days After Date of Purchase Agreement	,
X4.2.2	Delivery date of balance of completed units:135	Calendar Days After Date of Purchase Agree	ement

X5.0	AWARD CRITERIA:		
X5.1	Prices in quantities of	1-10	\$16,920.80 per unit
		11-20	\$15,336.56 per unit
		21-30	\$15,336.56 per unit
		31-40	\$15,336.56 per unit
		41-50	\$15,336.56 per unit
		51 and over	\$15,336.56 per unit
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manufacturer	ire of proposed	unit:
	Henderson FSHTT-13'-WV'07 Is descriptive literature, fully describing proposed	unit attached to	your bid?XXYESNO
	If not, why?		
	Will the required number of service manuals, and	aammiata norta l	list he delivered to the Equipment
X6.2	Division at Buckhannon upon completion of deliv	ery of total unit	s? <u>xx</u> YES NO
	Will the required Equipment Preventive Maintena be provided upon inspection of the pilot unit?	nce Form (Secti	ion X6.2 of Bidders Evaluation Report) _XX _YESNO

X6.3	TRAINING:
	Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
	Will you conduct training with each purchase order against this open end contract?
	Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
	If NO, explain time frame
	Will an Operator's Manual be furnished to the Training Academy? xx 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? YESNO
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?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 specificationsxx_ YESNO
	Is warranty literature attached? YES NO
	Is a minimum two (2) year bumper to bumper basic parts and labor warranty included? XX YES NO
	Describe:

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.)

	efine the terms of the s Y ATTACHED	tandard warranty. If not offered, so state. (Attach copy)
manu	ifacturer's representati	to be performed at DOH facilities and warranty service to be performed at ve facility. List name and location of manufacturer's representative. n Manufacturing. Inc.
Day	ve cooper - benso	II Familiaci III III a
know	'n,	eventories that are within the State of West Virginia. Also, list availability levels, if
bens	son Manuracturing	, Inc. Mineral Wells, WV
bidde A.	er will sell the parts to Terms: Net 30	Manufacturer's published list price less:0 % discount
B. C.	Terms: Net 60 Terms: Net 90	Manufacturer's published list price less:% discount Manufacturer's published list price less:% discount
5. Du		nty, will all manufacturers or engineering improvements be submitted to Division of
6. Du	ring the term of warra	nty, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$60.00 per mechanic hour
B.	Travel Time Charge (Specify if one-way)	
C.	Mileage Charge (Specify if one-way	\$ o per vehicle mile; port to port
D.	Field Mechanic Rate	e \$60.00 per mechanic hour
E.	Specify period of tir	me that prices are in effect: 12 Months
F.	Surcharge for misce	llaneous items: 0 %

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	 -
X6.6	EVALUATION COMMITTEE REQUIREMENTS
	Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?
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.6.7.2	Are all standard safety features that are required by Federal and State statutes of law included?
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. Manufacturers Henderson Manufacturing Model: FSHII-13'-WV'07
	Manufacturer; Henderson Manufacturing Model: FSHII-13'-WV'07
X7.1	Is spreaders offered the commercial heavy duty, self contained, hopper type? YESNO
X7.2	Does spreader consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive and all components necessary to make a complete operating unit? XYESNO
X7.3	Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of forty (40) feet? NO
X7.4	Body:
X7,4.1	Is the body of 304 stainless steel construction 100% welded inside and outside of the body? NO
X7.4.2	Capacity struck: cubic yards
X7.4.3	Inside length: 13 feet as measured from front of spreader hopper to the rear hopper gate and conveyor chain exit point

X7.4.4	Overall height: 54 inches 27
X7.4.5	Inside width: 82 inches
X7.4.6	Are the body sides sloped approximately 45 degree pitch to insure free flow of materials to the conveyorYESNO
X7.4.7	Gauge of 304 stainless steel in sides and endgates is Gauge.
X7.4.8	Is a formed double crimped section on top of body for additional support? XESNO
X7.4.9	Sills constructed of 10 gauge 304 stainless steel.
	Supported on rectangular formed cross sills YES NO
X7.4.10	Number of 10 gauge full slope body side supports tying the cross sills with body sides? 6
X7.4.11	Are there four (4) 304 stainless steel 5/8 inch round lifting eyes YES NO
	Is the inside eye opening designed to allow the passage of an alloy eye type Grade 80' 3/8 inch grab hook with a width dimension of 2 11/16 inch (with the top screen down in the rest position on top of the spreader) YESNO
	Two (2) on each side of spreader mounted and secured in a manner that the entire unit may be safely lifted for storage/installation purposes YES NO
X7.4.12	Is all necessary hardware stainless steel
X7.4.13	Will a 12 gauge 304 stainless steel cabshield be mounted on the front of body to protect cab from falling material when loading with slope design to fall in hopper as spreader unloads?
	Does cabsield extend 13 inches in front of the hopper at 45 degrees YES NO
X7.4.14	Will a fold up ladder be mounted on the rear of spreader body at right side for easier access to top and secured in the folded position with two (2) flexible draw latches YES NO
	Does the ladder have hand holds and non slip grip strut steps X YES NO
X7.5 Co	рпуеуот:
X7.5.1	Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate?
X7.5.2	Is conveyor continuous ladder type consisting of two parallel chains with cross bars on 4 2" centers made of 1/4" x 1-1/2" steel? NO
X7.5.3	Is each cross bar formed and welded both top and bottom to chain links YES NO
X7.5.4	Tensile strength of each chain: 21,000 pounds

X 7.5.5	Overall width of chain conveyor: 20 inches		28
X7.5.6	Are replaceable rubber wear strips provided to prevent contact of mater chain?	rial being sprea CESNO	d with the
X7.5.7	Is a 10 gauge 304 stainless steel heavy-duty replaceable conveyor plate 3/16" thick fitted not specified ~ we offer 10ga 304ss Y		hick fitted?
X7.5.8	Is the chain drive through 1-1/2" sprockets and shafting front and rear?	YES	NO see addendum
X7.5.9	Does conveyor have adjustment provisions at rear of spreader for at lea	st 3" lateral tak xYES	
X7.5.10	Is additional 7 gauge 304 stainless steel reinforcing plate welded to long area of the drive shaft, bearing, and idler bearing provided (if required).	gitudinal webs ?	covering the ESx_NO
X7.5.11	Is material composition of adjustment mechanism stainless steel		
X7.5.12	Is conveyor drive motor mounted on reduction gear box and has a ratio	of approximate	
X7.5.13	Does conveyor gear box have its drive shaft extended through rear of ge	ar housing? x_YES	NO
X7.5.13.1	Is the shaft end machined to accommodate the application rate sense Automatic Control System, Model ICS-2000?	or shaft for the × YES	Dickey-John _NO
X7.5.13.2	Is the necessary oil seal included?	× YES	NO
X7.5.14	ls a 7 gauge stainless steel adjustable greasable screw jack type discharger to adjust the flow of material to the spinner?	ge gate located × YES	at the body _NO
X7.5.15	Feedgate opening: 10 inches high x 18 inches wide		
X7,5.16	Is any and all exposed moving or rotating mass adequately shielded in owhile performing required operational adjustments including gear box erate sensor is installed?	order to protect extended input × YES	shaft when
X7.5.17	Is the pintle conveyor chain heat treated form links with locked, non-tur	ming pins × YES	NO
X7.6 Di	stributor Spinner Assembly:		
X7.6.1	Diameter of urethane distributor disc 20 inches		
X7.6.1.1	Number of fins: 6		
X7.6.1.2	Are fins designed to obtain a controlled spread of materials from for	ur feet (4') to fo	orty feet (40')? NO

X 7.6.2	Is material guided from conveyor end to distributor disc by mean material flow baffles, enclosed within the chute?	s of an externally adjustable 29YESNO
X7.6.3	Is the spinner vertically adjustable to a full 16 inches? andinch spinner position below mounting surface?	YESNO
X7.6.4	Is a deflector baffle or diverter chute provided in an enclosed dist it can be positioned in such a manner that material can be unloade spinner?	
X7.7 B	affles:	
X7.7.1	Are baffles provided to control direction and width of spread?	X_YESNO
X7.7.1.2	Are there four (4) sections over right, left, rear and front of sp	inners? <u>×</u> YES NO
X7.7.2	Are sections easily adjusted from the full down to the horizontal p	osition without use of tools? × YES NO
X7.8. Po X7.8.1	ower Drive: Is the power drive hydraulic type?	_x_YESNO
X7.8.1.2	Are two (2) hydraulic motors provided - one (1) powering the powering the conveyor?	spinner assembly and one (1) YESNO
X7.8.2	Spinner hydraulic motor mounted below the spinner hopper assen	ibly? _x YESNO
X7.8.3	The conveyor hydraulic motor of the orbital, low speed, hi-torque gear box?	integrally mounted to conveyor YESNO
X7.9 Scr	een Over Hopper:	
X7.9.1	Are four (4) sectional screens hinged to 10 gauge 304 stainless ste beam running longitudinally the full length of spreader hopper?	
	If not specify:	
X7.9.2	Do screen sections have 3/8" diameter carbon steel rods welded for openings with reinforcing bars at the center of each section?	orming 2-1/2" x 2-1/2" square
	If not specify:	
X7.9.3	Do screens increase overall height of spreader more than 7 inches	down the center?YES × _NO
X7.9.4	Are screens powder coated black	x YESNO
X7.10 Is	lighting in accordance with the attached sketch?	NO
X 7,10.1	Is the combination and marker lights LED type	× YES NO

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X7.10.2	Are stop, tail, turn combination lights and marker lights shielded	×_YES	NO
X7.10.3	Is strobe light "quad flash"	YES	NO
X7.11 I	Hydraulic Components:		
X7.11.1	Are all necessary fittings for complete hookup of spreader hydrauli hydraulic system provided?	cs to DOH dum YES _	trucks centralNO
X7.11.2	Are all fittings of the steel type and designed for hydraulic use?	_×_YES	NO
X7.11.3	Is the truck central hydraulic system complete to and including the cross member of truck	rear manifold, lo	ocated at the rear NO
	Will the rear manifold have attached to it one (1) 3/4" I.D. pressure one (1) 2" I.D. pressure line with 2 inch quick disconnect, one (1) 1 quick disconnect and disconnects will be "VH" series snap-tite.	" I.D. return lin	e with 1 1/4"
	Will you supply proper mating quick disconnects, metal caps, and pranifold	plugs for connec	tion to truck NO
ī: j:	s an anodized 6061T6 aluminum grease manifold block mounted at th neorporates the front bearing grease extension tubes, rear bearing grea ack lubrication tube to allow for lubrication of the front bearings and f convenient location?	se tittings and fo	edgate screw ick from a single
7	Will other fittings be placed at convenient location for normal mainten	ance x	_YESNO
X7.12.1	Do the anodized 6061T6 aluminum grease manifold block have a naccept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch adequate one location greasing of the front and rear bearings and fe	i grease Parflex .	hoses to provide ick
	Are unused ports properly plugged	YES	NO
X7.12.2	Are hoses used in the grease manifold system Parflex hose by Park inch I.D., 0.34 inch maximum O.D., a maximum working pressure pressure of 10,000 PSI?	er Hannifin or e of 2500 PSI and YES	l a minimum burs
	Are hose assemblies held in place by a sufficient number of rubber	cushioned hose <u>×</u> YES	clamps? NO
X7.13 I	s one (1) piece of angle iron 3/8" x 4" X 90" and two (2) pieces of 1" i	round shafting to	m inches (10")

		31		
X7.14	Other standard features: List other standard features offered but not specifically addressed above:			
	ı			
X7.15	Paint:			
	Describe method of painting parts and accessories that are not required to be stainless or rustproof:			
	All parts and accessories that are not required to be stainless or rustproof	=		
	will be painted Henderson standard color.			
X7.16	Does unit offered meet or exceed "Occupational Safety and Health Act of 1970"?			
X7.17	Does unit conform to the advertising guidelines? YESNO			

ADDENDUM #1 707EC019

OPEN END CONTRACT

9 CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC)

CHA]	NGES TO BIDDER'S EVALUATION REPORT:
9 CUI	NGE IN TITLE: BIC YARD 304 STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL ADER (HYDRAULIC)
X4.2.	DELIVERY (1 ST PARAGRAPH): FROM: Delivery date of completed representative unit: calendar days after date of purchase agreement
	TO: Delivery date of complete representative unit with all associated parts:
X6.3	IRAINING (5 TH SENTENCE ONLY) FROM: Will an Operator's Manual be furnished to the Training Academy?YESNO
	TO: Will an Operator's Manual be furnished directly to the Training Academy prior to delivery of pilot?
X6.5	WARRANTY AND SERVICE POLICY (3 RD SENTENCE) – No Change Required
	Is a minimum two (2) year bumper to bumper basic parts and labor warranty included?

Page 2 707EC019 Add #1

X7 5 8	FROM: Is the chain drive through 1 1/2" sprockets and shafting from	nt and	rear?	_YESNO
	TO: Is chain driven by 6 tooth drop forged steel sprocket?	×	_YES _	NO
	And 1 1/2" alloy steel shaft front and rear	x	_YES	NO
	If not, specify			
X7 6 3	No Change Required Is the spinner vertically adjustable to a full 16 inches? And 29" to 38" inch spinner position below mounting surf		_YES_	_x_NO
X7.11	3 (2 nd SENIENCE ONLY) FROM: Will the rear manifold have attached to it one (1) 3/4" I.D. p disconnect, one (1) 2" I.D. pressure line with 2 inch quick direturn line with 1 1/4" quick disconnect and disconnects will	scom l be "	nect, one	(1) 1" I.D. ies snaptite
	TO: Will the rear manifold have attached to it one (1) 3/4" I.D pressure line with 1/2" quick direturn line with 1 1/4" quick disconnect and disconnects will	sconi be "	nect, one VH'' seri	(1) 1" I D.

WV-368 STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Buyer:	Page	Req or PO No:
JJ-33	8	707EC019
Spending Unit:		

Vendor.

Requisition No.: 707ECO19

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No.	1	XX
No.	2	
No.	3	
No.	4	
Ma	5	

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Signature

Benson Manufacturing, Inc.

Company

2/19/07Date

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

- ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted,
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u>. The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	<u>VENDOR</u>
Spending Unit:	Company Name: Benson Manufacturing, Inc.
Signed:	Signed: Weller Structs
Title:	Title: Municipal Sales
Date:	Date: <u>02/19/2007</u>

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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

No Debt Affidavit (Revised 10/13/06)

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: <u>Bens</u>	son Manufacturing, Inc.	
Authorized Signature:	& Gebba Smith	Date: <u>02/19/2007</u>



FSH

Sand and Salt Spreader



History repeats itself...times three. Meet the FSH-I, II and III precision spreaders.

The legendary Henderson FSH sand and salt spreader is now available in *three* versions. The FSH-I, II and III have subtle differences (see specification chart on back) to better meet varying specification requirements and specific customer needs.

The important features of the FSH are retained "across the board" on all three models. The rugged dependability, precision delivery of materials to the road surface and low maintenance so ingrained in the FSH have all been retained. It's available in a variety of sizes to exactly conform to your specifications.

So now you don't have to settle for less than a Henderson FSH Spreader... regardless of your budget.

The Henderson FSH-I, II and III...

they're what you'd expect from...



- Inside seams are continuously welded for extreme duty. Sides and ends are 10 ga. and floor is 7 ga. steel.
- Top edge of hopper is a formed "J" channel for added rigidity and strength.
- Conveyor is 24" wide, all steel pintle-type chain. The FSH-I and II have 1/4" x 1-1/2" crossbars while the FSH-III has 3/8" x 1-1/2" crossbars. Crossbars are spaced on 4-1/2" centers. Sprockets are cast iron and are keyed to the drive and idler shafts to prevent slippage and maintain chain alignment.
- OPTIONAL single or dual augers for reduced maintenance and smoothness of material flow.

- Conveyor chain is protected by a formed 10 ga, shield in the FSH-I and II. A replaceable bolt-in shield is standard on the FSH-III and optional on the FSH-II.
- Two 5/8" stainless steel chain adjusters with 4" of adjustment provide optimum chain tension.
- Conveyor gearbox has thru-shaft for electronic control system speed sensor hook-up.
- The hydraulic motor is mounted directly to the gearcase to eliminate sprockets, chains and couplers for reduced maintenance.
- The telescopic chute assembly is 10 ga. steel and is totally enclosed with two internal adjustable baffles. Three external adjustable deflectors and one front fixed deflector with overlapping corners also contribute to precise control of material spread pattern. A quick latching bypass chute diverts material behind the spinner chute for fast unloading.
- The 20" spinner disk is 10 ga. steel with stainless steel fins. Polyurethane optional.
- All surfaces are high-pressure cleaned and degreased with a phosphate solution before being primed and finish painted with Highway Orange paint.

FEATURES & SPECIFICATIONS

0 = 0 - 1 0	CUBIC YARD CAPACITY: (Scruck/Rounded)			Walneris (Apploxi)		PERSONAL PROPERTY.	THE WINNEY DED
GENETH.	44.56	Structle			albigram	******	en ioane
	ODER DE LOS	ENCHEE!	(10) to (10) 12	E E E E	BEGIN	10.072	(Mana)
8'	4.5/5.6	5.5/5.6	6.5/7.6	1760	1845	1930	60
gʻ	5,1/6.3	6.2/7.3	7.4/8.5	1905	1995	2085	72
10	5.6/6.9	6.9/8.2	8,3/9.6	2070	2166	2262	84
11'	6.2/7.6	7.6/9.0	9.0/10.4	2225	2327	2429	96
. 12'	6.8/8.3	8.4/9.9	9.9/11.4	2380	2488	2596	108
13	7.3/9.0	9,0/10,7	10.7/12.4	2535	2649	2763	96 C.T.
34	7,9/9.8	9.7/11.4	11.6/13.3	2690	2810	2930	108 C.T.
15'	8.4/10.3	10.3/12:2	12:2/14.1	2845	2971	3097	120 G.T.
16"	8.9/10.9	11.0/13.0	13.0/15.0	3001	3132	3264	132 C.T.

	. New Account		the state of the s
EEATURE	FSH-H	FSHE)	[8]E[]]
Lengths	8' - 16'	8' - 16'	8' - 16'
Outside Width	84"	84"	84*
Overall Height	48*, 54*, or 60*	50", 56" or 62"	50°, 56° or 62°
Conveyor Style	-6-tooth sprockets -1-1/2' dia, drive shaft with roller bearings -Pintle type conveyor chain with 1/4" x 1-1/2" crossbars on 4-1/2" centers	*8-tooth sprockets *1-1/2' dla. drive shaft with roller bearings *Pintle type conveyor chain with 1/4' x 1-1/2' crossbars on 4-1/2' centers	*8-tooth sprockets *2" drive shaft with roller bearings *Pintle type conveyor chain with 3/8" x 1-1/2" crossbars 4-1/2" centers
tdler Type	 1-1/4" dia, shaft with roller bearings 4" idler adjustment spring loaded optional 	 1-1/2° dia. shaft with roller bearings 4' spring loaded idler adjustment 	•2° dia. shaft with roller bearings •4° spring loaded idler adjustment
Conveyor Gearbox Orive	50:1 worm gear standard 25:1 optional	50:1 worm gear standard 25:1 optional	6:1 spur gearbox 50:1 or 25:1 worm gearbox optional
Chain Shields	standard: formed	standard: formed bolt-in optional	standard: bolt-in replaceable

SPECIFICATIONS

BODY

Sides, ends and side supports are of 10 ga. steel and are continuous-seam welded from the inside. Side slope is 45° with front slope at 18° and rear slope 9°. Floor is replaceable 7 ga. steel. Longsills are 7 ga. steel continuous-seam welded to the sides on mild steel units. Top edge of hopper is formed "J" channel, 1-5/8" x 3/4". Feedgate is 10 ga. 10" x 18", screwjack adjustable from curb side. Download pressure is reduced by an adjustable inverted vee (optional) to reduce material compaction.

CONVEYOR

Rear discharge pittle chain conveyor is 24° wide. Chain tension adjusting tod is 5/8° stainless steel. Idler adjustment is 4°.

CONVEYOR GEARBOX

The FSH-I and FSH-II have a 50:1 or 25:1 worm gearbox with extended thru-shaft for electronic sensor mounting. In addition, the FSH-III has a 6:1 spur gearbox available.

SPINNER CHUTE ASSEMBLY

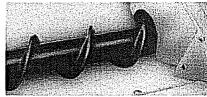
Completely enclosed telescopic design is of 10 ga steel. Top-inounted hydraulic spinner motor is enclosed in the chute to maximize material flow to the spinner disk, improving spread pattern. It is mounted directly to the spinner for elimination of shaft and bearings. Two (2) internal baffles direct material flow onto the spinner disk for directional spread control. Three external adjustable deflectors and one front fixed deflector with overlapping corners contribute to precise control of material spread pattern. The adjustable spinner deflectors are easily replaceable without tools for easy servicing. A quick latching spreader bypass chute diverts material behind spinner chute for fast unloading. Spinner disk is 20" diameter, 10 ga. steel with replaceable hub. Six (6) 10 ga. stainless steel varies are bolt-on and replaceable.

PAINT

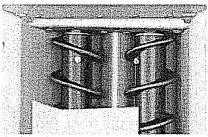
All metal surfaces are high pressure cleaned with a phosphate solution to remove slag, spatter, oxide and oil residue. The entire body is primed with a high quality catalyzed primer and then linished with Highway Orange grade enamel. The 304 Stainless Steel units are unpainted.

CONTROL VALVE - OPTIONAL

Speed of conveyor and spinner motors is controlled by a dual pressure compensated control valve with a relief pre-set at 1500PSt. Valve has twelve (12) detent settings for each circuit and an independent on/off valve to allow start/stop without changing application rate.

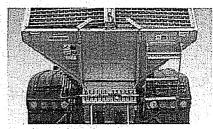


SINGLE AUGER CONVEYOR — OPTIONAL
Seven-inch (7") auger conveyor provides a more even flow
than a standard chain conveyor with less maintenance.
A patented safety interlock feature helps prevent
personal injury from the auger.



DUAL AUGER CONVEYOR — OPTIONAL
Two counter-rotating augers create a smooth spread,
breaking up clumps and preventing bridging of materials.

Auger shafts utilize a polyurethane bushing at both ends of each auger to eliminate seizing and ensure ease of maintenance.



SAFETY INTERLOCK

Required with optional single or dual augers. For safety, auger motors must be disabled before operator can open top grate screens.

TOP GRATE SCREENS - OPTIONAL

Hinged, 3/8' welded rod heavy duty mesh screens keep unwanted larger materials out of the spreader.

FRONT IDLER AND GREASE TUBE EXTENSIONS - OPTIONAL

Grease and adjust tension on the spot.

OPTIONS ...

- •304 Stainless Steel Top Grate Screens Inverted Vee • Extended Front Idler Adjusters
- Extended Front Idler Grease Tubes
- 6° and 12° Side Extensions Hold Down Kit • 18 HP Engine Group • Rubber Side Spill Shields • Roller Chain • Calb Shield • Spacer Bars • Ladders • Bumpers • Centerline Diverter Chute • Catwalks and Prame Mount Kit • Side Tubes and Rear Hoses • Short Hose Kit with Quick Couplers • Automatic Control Systems



P.O. Box 40 • Manchester, Iowa 52057 800-359-4970 • www.henderson-mfg.com

COMPLETE WARRANTY PROVISIONS

A. PARTS REPLACEMENT AND REPAIR:

****Please see addendum at end of page****

Henderson Manufacturing warrants its manufactured products to be free from defects in material or workmanship for a period of two year, after delivery to the original user, or 18 months after factory invoice, whichever occurs first. This warranty of our products under normal use and service is limited to replacement and repair, at the company's factory, of any parts which are returned to the factory freight prepaid, and after our examination were found to be defective.

B. EXCLUSIONS:

- 1. This warranty is expressly limited to parts replacement and repair, and is not transferable. Any expressed warranty not herein provided, and any remedy for breach of contract is excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose are limited to one year from delivery to the original user, or 18 months from factory invoice, whichever occurs first.
- 2. Any component or part manufactured by others will carry that manufacturers warranty, and in no case will Henderson Manufacturing be liable, either expressed or implied, for warranties in excess of those made by the original manufacturer.
- 3. Under no circumstances will Henderson Manufacturing be liable to the purchaser, or any other person, for any incidental or consequential damages. The user assumes liability for all personal injury or property damage resulting from the handling, possession, or use of the product.
- 4. Repairs or modifications done by others, or parts from other sources outside the company's factory are not covered by this warranty.
- 5. No agent, employee, or representative of Henderson Manufacturing has any authority to make any affirmation, representation, or warranty concerning Henderson Manufacturing products, except as specifically stated above.

WARRANTY PROCEDURE

- 1. Prior authorization by Henderson Manufacturing, must be obtained for all warranty work.
- 2. Contact our distributor or Henderson Manufacturing giving complete details of your request, the unit involved, including serial number, date purchased, who purchased from, and the nature of or reason for the claim.
- 3. A Warranty Request Number will be assigned, and is required, whenever any warranty is to be paid either in the form of cash, credit, replacement of parts, or service work.
- 4. The assignment of a Warranty Request Number does not guarantee warranty will be allowed. The number is to identify the request and part to be returned.
- 5. When parts are shipped no charge on a Warranty Request, you may be required to return defective part(s) for inspection by Henderson Mfg. or the original manufacturer. In this case, you will be invoiced for shipment of new components until the old unit is returned.

ADDENDUM TO WARRANTY PROVISION: For purposes of West Virginia RFQ#707EC018 and #707EC019, Henderson Manufacturing will honor minimum two (2) year bumper to bumper basic parts and labor warranty. Janet Tobin 02/2007