



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
707EC023

PAGE
1

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

VENDOR

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

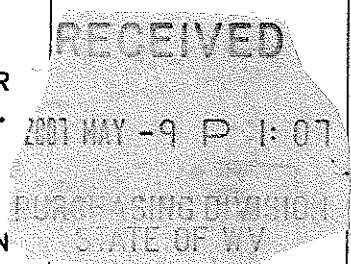
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007	Net 30 Days	Anderson Equip.	Buckhannon, WV	Delivered

BID OPENING DATE: **05/09/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-77		\$9,805.00/each
<p>HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS 041-1-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 4/26/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON TUESDAY, 4/17/07.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON STREET EAST CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Michael K. Benke / tbs	304-756-2800	May 8, 2007	
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE	
General Manager - WV	25-032-3970		

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



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

Request for Quotation

RFQ NUMBER:
707EC023

PAGE:
2

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER:
707EC023

PAGE
3

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER:
707EC023

PAGE:
4

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER</p> <p>REV. 3/88</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
707EC023

PAGE
5

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** **BID OPENING TIME 01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
707EC023

PAGE
6

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
707EC023

PAGE
7

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

VENDOR

*709014709 304-756-2800
ANDERSON EQUIPMENT COMPANY
PO BOX 3109

CHARLESTON WV 25331

SHIP TO

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

DATE PRINTED 03/29/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/09/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Anderson Equipment Company</u></p> <p>DATE: <u>May 8, 2007</u></p> <p>SIGNED: <u>Michael K. Burke / tbs</u> Michael K. Burke General Manager</p> <p>TITLE: _____</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 041-1-B

OPEN END CONTRACT
HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

NOTE TO BIDDER: Procurement Specification No. 041-1-B, 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.: _____707EC023_____

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: _____22_____ YRS.

Years Company has been an authorized dealer for proposed unit: _____15_____ YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: _____30_____ Calendar Days After Date of
Purchase Agreement

X4.2.2 Delivery date of balance of completed units: _____120_____ Calendar Days After Date of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1	Prices for broom sweepers in quantities of	1-5	_____ \$9,805.00 _____	per unit
		6-10	_____ \$9,805.00 _____	per unit
		11 and over	_____ \$9,805.00 _____	per unit

X6.0 SPECIFICATIONS - GENERAL

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

_____ Sweepster Model LA - 2007 _____
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? YES NO

Will 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 directly to Letha Lamb, Training Academy prior to the delivery of the pilot?
 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

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included?
 YES NO

Describe:

See Attached _____

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)

See Attachment

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 vendors facilities unless it is a machine down emergency.

Brian Cantrell – Fairmont, WV

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

Fairmont, WV

Charleston, WV

12 other locations

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: n/a % discount

B. Terms: Net 60 Manufacturer's published list price less: n/a % discount

C. Terms: Net 90 Manufacturer's published list price less: n/a % discount

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

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

A. Shop Rate \$ n/a per mechanic hour

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

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

D. Field Mechanic Rate \$ n/a per mechanic hour

E. Specify period of time that prices are in effect: n/a

F. Surcharge for miscellaneous items: n/a %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

It is the intent of these specifications to describe a hydraulic driven, power angle road broom for mounting on the front of dump trucks utilizing the existing snowplow hitch and hydraulics on the trucks. All parts not specifically mentioned, but necessary in order to provide a complete power broom, shall be furnished by the successful bidder and shall conform in strength, quality of material, and workmanship to what is usually provided to the trade in general. The broom shall be new and of standard production and shall include all of the latest improvements in design and all standard equipment and features plus any options available to meet the listed bid specifications. Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects. Units not conforming to these specifications will be rejected.

Manufacturer: Sweepster Model: LA

X7.1 HYDRAULIC SYSTEM:

X7.1.1 Will broom be powered by the dump trucks snowplow and spreader hydraulic system? YES NO

X7.1.2 Are broom motors powered by the spreader hydraulics on existing D.O.H. truck? YES NO

X7.1.3 Is broom angle cylinders powered by the existing plow angle hydraulics? YES NO

X7.1.4 Will broom lift accomplished with the existing plow lift cylinder? YES NO

X7.1.5 Will brush be driven by two (2) hydraulic wheel motors YES NO

X7.1.6 Will motors drive the brush directly? YES NO

X7.1.7 Brush frame and core does not extend more than six inches wider than brush? YES NO

X.7.2 BRUSH:

X7.2.1 Broom width 96" inches and diameter 32" inches
Composed of sectional brushes with 10 inch core diameter YES NO

X7.2.2 Will brush sections be polypropylene and steel wire design YES NO

X7.2.3 Are sections of the convoluted and/or segmented type? YES NO

X7.2.4 Does brush drive slip easily out of the brush core without removing hydraulic lines from the wheel motors? YES NO

Is the brush core reversible from end to end to allow for even brush wear? YES NO

X7.3 SWEEPER SUPPORT:

X7.3.1 Will weight of broom in sweeping position be carried on (2) 8 X 400/3.75 solid rubber casters with tapered bearings YES NO

X7.4 MOUNTING FRAME:

X7.4.1 Will mounting frame linkage allow broom to oscillate 10 degrees each way and follow ground contour without stress on the sweeper or truck and plow frame? YES NO

X7.5 SWEEPER CONSTRUCTION:

X7.5.1 Is brush frame constructed of heavy 1/4" wall seamless tube, welded plate and angle iron construction? YES NO
SEE ATTACHMENT

X7.5.2 Is truck mounting frame heavy plate, angle, channel and structural iron welded construction? YES NO

X7.5.3 Is detachable brush hood covering minimum of 155° of broom provided? YES NO

X7.5.4 Is swing assembly pivot plate design and welded structural plate, channel iron and angle iron? YES NO

X7.5.5 Is swing plate made of 1" thick structural steel? YES NO

X7.6 ANGLE CHANGE:

X7.6.1 Broom right angle: 30 degrees and left angle 30 degrees

X7.6.2 Will angle change be through one (1) 3" barrel hydraulic cylinder? YES NO
SEE ATTACHMENT – EXCEPTION: OURS IS 2 1/2" BORE

ATTACHMENT

ISSUES OF CONCERN FROM VENDORS LETTERS PRIOR TO PRE-BID

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING - 707EC023

W. Va. Tractor

4.2 - The mandatory delivery of the pilot model within 30 calendar days may be very difficult, because the broom must not only be manufactured but mounted on a truck that could require modifications.

Preferred delivery of the pilot model within 60 days is more realistic. Also, preferred delivery of the balance within 90-120 days is also more realistic, because a large order will take an extended time to mount.

7.4.1 - The oscillation feature is not clear. By adding "parallel linkage must allow the broom to oscillate 10 degrees each way vertically and follow ground contour.." would differentiate between vertical and horizontal oscillation.

7.5.1 - Our Sweepster brush frame is Constructed of 1/4" x 3" square tube, welded plate and angle iron construction.

7.5.3 - Our standard hood covers 120 degrees of the brush. A hood extension covers 180 degrees of the brush.

7.6.2 - Angle change will be through one (1) 2 1/2" bore hydraulic cylinder.

7.7.2.6 - Who supplies water hoses and fittings is not clear (see note).

Management

Leave as written - Evaluation quantities are 1-5

CHANGE TO READ:

The mounting frame and parallel linkage must allow the broom to oscillate 10 degrees each way vertically and follow the ground contour without stress on the sweeper or the truck and plow frame.

Asked you if yours was seamless and you responded "yes" and yours is 1/4" - Meets spec

You can offer an extension which covers 180 - We ask for minimum 155 - You meet spec

Not mandatory - Note as an exception

We furnish tank to pump
Rest you furnish

X7.7 DIRT DEFLECTOR:

X7.7.1 Will flexible rubber dirt deflector be attached to front of brush hood? YES NO

1/8 inches thick by 18 inches high by 97 inches wide

X7.7.2 Does unit have sprinkler system YES NO

X7.7.2.1 Sprinkler head mounted over the rubber dirt deflector YES NO

X7.7.2.2 Sprinkler head has 7 spray nozzles

X7.7.2.3 Water pump 2.1 GPM @ 35 PSI

X7.7.2.3.1 Water pump mounting hardware and attaching bolt supplied YES NO

X7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler
YES NO

X7.7.2.5 All electrical wiring and connections supplied YES NO

X7.7.2.6 All hosing and fittings from water to supply sprinkler head supplied YES NO

X7.8 STORAGE STANDS:

X7.8.1 Is unit capable of self support without brush contacting ground surface when stored out of service?
YES NO

X7.8.2 Will sight indicators at each end of broom be provided? YES NO

X7.9 BRUSH PATTERN ADJUSTMENT:

X7.9.1 Will brush pattern change through a positive turnbuckle adjustment? YES NO

X7.10 QUICK HITCH:

X7.10.1 Will a female quick hitch matching the supplied DOH trucks Valk Quick Hitch Model
RV1042 be provided? YES NO

X7.10.2 Does female hitch have a swivel hitch design? YES NO

X7.11 MOUNTING: The DOH supplied control valving consists of an adjustable priority type flow control
with solenoid activated on-off and associated wiring.

X7.11.1 Will vendor provide all hoses and fittings required for mounting and making unit fully operable and
ready for service on D.O.H. provided truck? YES NO

X7.11.1.2 Front mounted quick disconnects provided on DOH chassis are listed in 7.11.1.2 of specification

X7.11.2 If successful vendor, will you mount each broom at your location YES NO

Will you coordinate with DOH representative for scheduling of completed unit to DOH field organizations? YES NO

X7.11.3 Single axle dump trucks intended for broom operation will be pre-equipped with control valving and related hose installation by DOH as stated in 7.11.3 of specifications.

X7.11.3.1 If successful vendor, will you provide all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects? YES NO

X7.11.4 Is broom circuit operational controlled maximum flow rate preset at 20 GPM with an integral pressure relief valve set @ 2000 PSI? YES NO

X7.11.4.1 Will all input flow to this valve in excess of the controlled maximum flow rate be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI? YES NO

X7.11.4.2 Is the broom hydraulic drive system designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @ 2000 PSI, plus or minus 10% with truck speed of 5 MPH and engine speed of 1500 RPM? YES NO

X7.11.4.3 Will any required flow and/or pressure adjustments to the truck mounted central hydraulic system components be the responsibility of the successful vendor? YES NO

X7.12 PAINT:

X7.12.1 Will unit be painted manufacturers standard color? YES NO

X7.12.2 Will entire unit be thoroughly cleaned and free from grease, rust and scale, etched with phosphate acid, primed with expoy primer? YES NO

AND will be top-coated with polyurethane top coat or powder coated

7.13 Will unit meet or exceed OSHA requirement? YES NO

X7.14 Will unit meet advertising requirements as specified? YES NO



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
707EC023

PAGE
1

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

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

VENDOR

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

SHIP TO

DATE PRINTED 04/27/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/09/2007		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		765-77		
HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING						
***** THIS IS THE END OF RFQ 707EC023 ***** 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
707EC023

OPEN END CONTRACT

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

CHANGES TO SPECIFICATIONS:

FROM:

4.2 - DELIVERY (2nd Paragraph - 2nd Sentence)
Delivery is preferred within 60 days.

TO:

4.2 - DELIVERY (2nd Paragraph - 2nd Sentence)
Delivery is preferred within 120 calendar days after date of purchase agreement.

FROM:

4.2 - DELIVERY (4th 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 (4th Paragraph)
A completed pilot model for inspection must be provided within 60 calendar days after the date of the purchase agreement by the successful vendor.

FROM:

7.4.1 - The mounting frame and linkage must allow the broom to oscillate 10 degrees each way and follow the ground contour without stress on the sweeper or the truck and plow frame.

TO:

7.4.1 - The mounting frame and parallel linkage must allow the broom to oscillate 10 degrees each way vertically and follow the ground contour without stress on the sweeper or the truck and plow frame.

ADDENDUM #1
707EC023

OPEN END CONTRACT

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2.1 NO CHANGES REQUIRED

Delivery date of completed representative unit: _____ Calendar Days After Date of
Purchase Agreement

X4.2.2 NO CHANGE REQUIRED

Delivery date of balance of completed units: _____ Calendar Days After Date of
Purchase Agreement

FROM:

X7.4.1 Will mounting frame linkage allow broom to oscillate 10 degrees each way and follow
ground contour without stress on the sweeper or truck and plow frame? ___ YES ___ NO

TO:

X7.4.1 Will mounting frame and parallel linkage allow broom to oscillate 10 degrees each way
vertically and follow ground contour without stress on the sweeper or truck and plow
frame? YES NO

SIGN IN SHEET

RFQ # 707ECO23
Date: 4-26-07

- | Firm & Representative Name: | Mailing Address: | Phone, Fax, & E-Mail: |
|---|---|---|
| 1. <u>MIDDLETOWN TRACTOR</u>
<u>Jim Beyers</u> | <u>2032 Fairmont AVE</u>
<u>Fairmont, WV</u> | P <u>366-4690</u>
F <u>366-4698</u>
E-mail <u>Jim @ Middletown TRACTOR.</u>
<u>com</u> |
| 2. <u>Middletown Tractor</u>
<u>Jason Lake</u> | <u>2032 Fairmont AVE</u>
<u>Fairmont, WV</u> | P <u>366-4690</u>
F <u>366-4698</u>
E-mail _____ |
| 3. <u>WV TRACTOR</u>
<u>Gary Grady</u> | <u>PO BOX 473</u>
<u>CHARLESTON WV 25327</u> | P <u>346-5301</u>
F <u>346-5305</u>
E-mail <u>wvtractor@msk.com</u> |
| 4. <u>Uniontown Ind. EQ.</u>
<u>Mike Clower</u> | <u>100 COLLEGE DR.</u>
<u>Uniontown PA.</u>
<u>15456</u> | P <u>800-229-5948</u>
<u>724-4371578</u>
F <u>724-437-2098</u>
E-mail _____ |
| 5. <u>Brian Cantrell</u>
<u>Anelsson Equipment Co.</u> | <u>7 Rockin Dr.</u>
<u>Fairmont, WV 26554</u>
<u>26555</u> | P <u>366-3075</u>
F <u>366-7214</u>
E-mail _____ |

Please print or write legibly!

Your fax # is essential to contact you timely!

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 5	Req. or P.O. No.: 707EC023
Spending Unit:		

Vendor:

Requisition No.: 707EC023

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 X
- No. 2
- No. 3
- No. 4
- No. 5

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

Michael K. Benke / tbs
Signature

Anderson Equipment Company
Company

May 8, 2007
Date



SWEEPSTER Limited Warranty Two (2) Years Warranty

For a period of Two (2) years from the date of delivery of product to the original user, Sweepster Attachments LLC Of Dexter, Michigan warrants each product to be free from defects, subject to the limitations contained in this policy.

This warranty does not apply to defects caused, in whole or in part, by unreasonable use while in the possession of the user, including, but not limited to: failure to properly set up product; failure to provide reasonable and necessary maintenance; normal wear; routine tune ups or adjustments; improper handling or accidents; operation at speed or load conditions contrary to published specifications; improper or insufficient lubrication; improper storage. This warranty is also not a guarantee that the performance of each product will meet the expectations of the purchaser.

Sweepster Attachments LLC shall not be liable for consequential damages of any kind, including, but not limited to: consequential labor costs or transportation charges in connection with the replacement or repair of defective parts; lost time or expense which may have accrued because of said defects. In no event shall Sweepster Attachments LLC total liability hereunder exceed the product purchase price.

Sweepster Attachments LLC makes no warranty with respect to trade accessories or any component or accessory of the product, which was not manufactured by Sweepster Attachments LLC including any purchased components of any kind. These are subject to the warranties of their respective manufacturers. The warranty will be considered void if the product or any part of the product is modified or repaired in any way not expressly authorized by Sweepster Attachments LLC, or if closed components are disassembled prior to return. Closed components include, but are not limited to: gearboxes, hydraulic pumps, motors, cylinders, and actuators.

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair at Sweepster Attachments LLC of Dexter, Michigan, or at a service facility designated by us, or such part or parts as inspection shall disclosed to have been defective. We are not responsible for unauthorized repairs or replacements. **ANY IMPLIED OR STATUARY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY IN OUR BEHALF.** This warranty cannot be extended, broadened, or changed except in writing by an authorized officer of Sweepster Attachments LLC.

**Bradco, McMillen, The Major
Light Construction Headquarters**
P.O. Box 266
Delhi, IA 52223
United States of America

PH 563-922-2981
FX 563-922-2700

FFC
100 E. Lee Road
Lee, IL 60530
United States of America

PH 800-747-2132
FX 815-824-2620

Sweepster
2800 N. Zeeb Road
Dexter, MI 48130
United States of America

PH 800-456-7100
FX 734-996-9014

Harley
1805 2nd Ave. S.W.
P.O. Box 230
Jamestown, ND 58402
United States of America

PH 800-437-9779
FX 701-252-1978

410 Hwy 71E
P.O. Box 558
Clarissa, MN 56440

PH 218-756-2378
FX 218-756-2492

SWEEPSTER

Hydraulic Windrow Sweeper

Model LA



With Casters and Parallel Arm Mounting

SWEEPSTER's hydraulic drive windrow sweepers are made for large loaders, tractors and trucks. Features include: 30 degree angling, 8 foot by 32 inch diameter sectional brush, parallel linkage mounting, and heavy duty casters. The Model LA has low maintenance and long brush wear. Profit from over 40 years of manufacturing experience and lower-the-broom on dirt and debris! Call 1-800-456-7100 for further information.

Big Productivity. Increased Versatility.

Sweepster Heavy-duty Angle Broom, Model LA

STANDARD FEATURES

BRUSH

- 8 ft (2.44m) by 32 in (81.3cm) diameter sectional brush
- Choice of poly, wire, poly/wire bristles
- Brush core outside diameter 10 in (25.4cm)
- Manual angle change of 30° left/right

BRUSH DRIVE

- Requires 20-50 gpm at 2000 psi (75.7-189.25 L/M at 138 bar)
- Brush speed: 140 rpm at 20 gpm (75.7 L/M)
- Includes hose, no valves included
- On/off operated with third function valve

CASTERS

- Pneumatic straight roller bearing

HYDRAULIC SYSTEM

- Powered by two hydraulic motors mounted by keyed tapered shaft
- Comes with hoses and standard quick couplers

PARALLEL ARM MOUNTING

- Four bar links allowing 10 degree oscillation

SWEeper CONSTRUCTION

- Brush frame seamless tube, welded plate and angle iron
- Mounting frame welded heavy plate channel iron
- Powder Coated finish for long wear

DIMENSIONS

	8 FT	9 FT	10 FT
Overall Width			
STRAIGHT	104"(2.64m)	116"(2.94m)	128"(3.25m)
30° ANGLE	106"(2.69m)	118"(2.99m)	130"(3.30m)
Brush Face			
STRAIGHT	94"(2.38m)	106"(2.69m)	118"(2.99m)
30° ANGLE	85"(2.15m)	97"(2.46m)	109"(2.76m)
Offset at 30° ANGLE	8"(20m)	9"(22m)	10"(25m)
Length: STRAIGHT	96"(2.44m)	30° ANGLE	114"(2.90m)

(Back of mounting to front of brush)



LA for Tractors over 6500 lbs. (2948 kg): Powered by tractor's hydraulics or independent system. Lifted by frame mounted cylinders.

OPTIONAL FEATURES

AUXILIARY VALVE

- Extra valve operates sweeper run or swing

180° BRUSH HOOD

BRUSH WIDTHS

- 9 ft (2.74m) or 10 ft (3.04m) widths

CASTERS

- Tapered bearing 5 bolt hub pneumatic or solid rubber

DIRT DEFLECTOR

HYDRAULIC ANGLE CHANGE

- Hydraulic cylinder angles sweeper 30° left/right
- Includes cylinder, hoses, mounting brackets, not activating valve

HYDRAULIC ANGLE CHANGE WITH ELECTRIC VALVE

- Electric activating valve and cylinder with in-cab control
- Flow divider available for systems over 40 GPM (151.4 L/M)

INDEPENDENT HYDRAULIC SYSTEM

- Auxiliary system of 20 GPM (75.7 L/M) at 2000 PSI (138 bar)
- Includes hydraulic pump (driven from 540 RPM PTO), tank, 3-point weldment, hoses

SIGHT INDICATORS

SPRINKLER SYSTEM

- Includes electric water pump, hoses, spray nozzles, spray bar, no tank
- 25 or 85 gallon tank available for customer to install

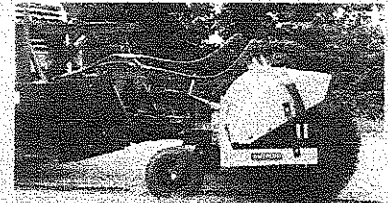
QUICK ATTACH SYSTEM

- Contact SWEEPSTER

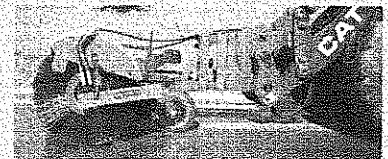
QUICK CHANGE BRUSH CORE

- LA QCS - Contact SWEEPSTER

LA for Trucks: Mounts to trucks with 1600 lbs. (726 kg) front load capacity. Attaches in place of snow plow. Requires third function valve.



LA for Loaders: Mounts in place of bucket utilizing loader's quick attach system. Lifted by loader arms. Requires third function valve.



Distributed By:



2800 N. Zeeb Rd., Dexter, MI 48130

1-800-456-7100 • (734) 996-9116 • fax: (734) 996-9014

e-mail: sweep@sweepster.com • www.sweepster.com • ISO 9001

AGREEMENT ADDENDUM

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

1. **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. **INTEREST** - 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. **RECOURPMENT** - 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. **SIMILAR SERVICES** - 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. **LIMITATION OF LIABILITY** - 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. **INSURANCE** - 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. **AMENDMENTS** - 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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Anderson Equipment Company

Signed: Michael K. Burke/Its

Title: General Manager - WV

Date: May 8, 2007

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

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:

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 K. Burke /ths Date: May 8, 2007

Michael K. Burke