



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
7011EC16

PAGE
1

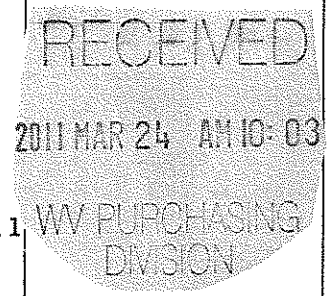
ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR	*709051756      304-346-5301
	WV TRACTOR COMPANY
	PO BOX 473
	CHARLESTON WV 25322

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
01/19/2011	Net 30 Days	Truck	Buckhannon	Prepaid
BID OPENING DATE: 03/24/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-44 HYUNDAI HL730TM-9		
	4			WHEEL DRIVE, RUBBER TIRED, ENLOADER		
<p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE 4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER (TRANSMISSION WITH TORQUE CONVERTER), PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/28/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 03/10/2011 AT 10 AM IN 2019 WASHINGTON ST E CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	<i>Sheryl Slone</i>	TELEPHONE	DATE
TITLE	President	346-5301	3/23/2011
FEIN	550621658	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">7011EC16            REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ...X...</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Gary Troy</i>            .....            SIGNATURE            .....            West Virginia Tractor Company            .....            COMPANY            .....            3/23/2011            .....            DATE         </p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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>						

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p>						

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<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;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:    SHERI SLONE - FILE 33</p>						

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				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- 346-5305 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- Gary Grady -----		
				***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL: _____		

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ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADDRESS CHANGES IN SPECIFICATIONS PER THE ATTACHED.						
2.) ANSWER TECHNICAL QUESTIONS PER THE ATTACHED.						
3.) PROVIDE A COPY OF THE MANDATORY PRE-BID MEETING ATTENDEE LIST.						
*****END ADDENDUM NO. 1*****						
0001	1	EA		760-44		
4				WHEEL DRIVE, RUBBER TIRED, ENLOADER		
***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL:						

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SIGNATURE <i>Gaughan</i>	TELEPHONE 346-5301	DATE 3/23/2011
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 353-1-T

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER  
(TRANSMISSION WITH TORQUE CONVERTER)

NOTE TO BIDDER: Procurement Specification No. 353-1-T, 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 a summary of exception as a separate attachment, 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.: 7011EC16

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 304-346-5301

Years Bidder has been registered to do business with the State of West Virginia: 29 YRS.

Years Company has been an authorized dealer for proposed unit: 13 YRS.

X3.2 Have you complied with all mandatory specifications?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 100 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120-180 Calendar Days After Receipt of  
This depends on number of units ordered Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\_\_\_\$93,930\_\_\_ per unit

X6.0 SPECIFICATIONS - GENERAL

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

\_\_\_Hyundai HL730TM-9\_\_\_ 2011 or later as ordered\_\_\_\_\_

Is descriptive literature, fully describing proposed unit attached to your bid? \_\_\_x\_\_\_ 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?

\_\_\_x\_\_\_ YES \_\_\_\_\_ NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

\_\_\_x\_\_\_ 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 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 excluding abuse and normal wear items included?**  YES  NO

Describe:  
\_\_\_\_\_ Three years bumper to bumper parts and labor for the Hyundai HL730TM-9 \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

### **THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

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

Standard warranty is three years bumper to bumper parts and labor for the Hyundai HL730TM-9

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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.

Most work under warranty can be performed at West Virginia Tractor Company in Charleston

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

Hyundai parts are available at West Virginia Tractor Company in Charleston

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

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

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

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

- |    |  |   |
|----|--|---|
| A. | Shop Rate  | \$ <u>75.00</u> per mechanic hour   |
| B. | Travel Time Charge<br>(Specify if one-way)               | \$ <u>75.00</u> per mechanic hour<br>_____ ; port to port <input checked="" type="checkbox"/> |
| C. | Mileage Charge<br>(Specify if one-way)                   | \$ <u>2.00</u> per vehicle mile<br>_____ ; port to port <input checked="" type="checkbox"/>   |
| D. | Field Mechanic Rate                                      | \$ <u>75.00</u> per mechanic hour   |
| E. | Specify period of time that prices are in effect:        | <u>One year</u>   |
| F. | Surcharge for miscellaneous items: Holidays and overtime | 150 %   |





X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: Hyundai Model: HL730TM-9

X8.0 Endloader Specification:

X8.1 Operating weight: 22,500 pounds (exclusive of tire ballast)

X8.1.1 Breakout force: 21,960 pounds

X8.2 Overall length (bucket lowered): 23'2"foot

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

X8.3.1 Tipping load straight: 14,880 pounds



- X8.4 Overall height: 10'5" to top of cab**
- X8.4.1 Dumping clearance at maximum height and 45° dump angle: 110 inches**
- X8.5 Are units provided with a quick coupler system for interchangeability of attachments, controlled from operator station x YES      NO**
- X8.6 Do machine(s) have vandalism package/keyed alike? x YES      NO**
- X8.7 Are daily services done from ground level? x YES      NO**
- X8.8 Engine:**
- X8.8.1 Is engine manufacturers water cooled diesel powered providing 125 HP and torque to operate machine and hydraulic system at maximum efficiency? x YES      NO**  
**Specify HP: 125**
- X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer? x YES      NO**
- X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)? x YES      NO**
- X8.8.4 Does heating element have male plug easily accessible, 110 volt AC? x YES      NO**
- X8.9 Engine Lubrication:**
- X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system? x YES      NO**
- X8.9.2 Is engine equipped with oil cooler? x YES      NO**
- X8.10 Cooling System:**
- X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons? x YES      NO**
- X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F? x YES      NO**
- X8.10.3 Is coolant filter provided if recommended manufacturer for this application? x YES      NO**



X8.11 Air Induction System:

X8.11.1 Is dry type (2 stage) dual element air cleaner with pre-cleaner provided?  
 YES  NO

X8.11.2 Does unit have dash mounted air filter restriction indicator that is visible when service is required ?  
 YES  NO

X8.12 Exhaust System:

X8.12.1 Is complete exhaust system manufacturers standard for unit specified?  
 YES  NO

X8.12.2 Is exhaust pipe rain proof?  
 YES  NO

X8.13 Electrical System:

X8.13.1 Is unit provided with manufacturers noise suppression wiring?  
 YES  NO

X8.13.2 Is system 12 volts/24 volts negative ground  
 YES  NO

X8.13.3 Are heavy duty CCA battery(s) provided?  
 YES  NO

CCA 850 reserve capacity 160

X8.14 Charging System:

X8.14.1 Alternator AMPS: 70 with internal regulator?  YES  NO

X8.15 Engine Fuel System:

X8.15.1 Is fuel capacity at least 12 working hours  
 YES  NO

X8.15.2 Is unit provided with a fuel/water separator?  
 YES  NO

X8.15.3 Is dual stage fuel filtering provided?  
 YES  NO

X8.16 Transmission:

X8.16.1 Is transmission full power shift with torque converter capable of "on the Go" shifting in all ranges?  
 YES  NO

Does it have full automatic feature with on-board diagnostic capabilities and kickdown controls  
 YES  NO

X8.16.2 Is torque converter capable of handling maximum power output of engine?  
 YES  NO



- X8.16.3 Number of forward speeds   4   Number of reverse speeds   3   ?  
 Top forward ground speed:  23.1  MPH
- X8.16.4 Is neutral start switch provided for safety purposes?   x   YES        NO**
- X8.17 Differential:
- X8.17.1 Is front and rear differential manufacturers conventional type?   x   YES        NO
- X8.18 Axles:
- X8.18.1 Is front axle fixed?   x   YES        NO
- X8.18.2 Oscillation of rear axle:   plus or minus 12   degrees **24 degrees total****
- X8.19 Brakes:
- X8.19.1 Is Manufacturers recommended emergency braking system provided?   x   YES        NO
- X8.19.2 Is emergency brake independent of service brake?   x   YES        NO**
- X8.19.3 Are service brakes powered assisted hydraulic actuated?   x   YES        NO
- X8.19.4 Are service brakes wet disk type?   x   YES        NO
- X8.20 Hydraulic System:
- X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float   x   YES        NO**
- Does unit have third spool auxiliary valve and cab controller   x   YES        NO**
- X8.20.2 Are hydraulic cylinders double action chrome plated piston type?   x   YES        NO**
- X8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer?   x   YES        NO
- X8.20.4 Is sight glass provided for daily service checks?   x   YES        NO**
- X8.20.5 Hydraulic system relief pressure:   3,556   P.S.I.
- X8.20.6 Is Manufacturers standard hydraulic filtering system provided?   x   YES        NO**

X8.21 Tires and Wheels:

X8.21.1 Are wheels manufacturers recommended size for unit bid?  YES  NO

Specify size 14 X 25

X8.21.2 Are tires grader/loader type tubeless radials front and rear?  YES  NO

Specify size: 17.5X25 12PR\_L3

X8.21.3 Overall tire width (outside left to outside right): 7 feet 10 inches

X8.22 Cab and related accessories:

X8.22.1 Is cab OSHA approved ROPS?  YES  NO

X8.22.2 Is cab insulated and pressurized?  YES  NO

X8.22.3 Is cab equipped with heater, defroster, air conditioning installed by the manufacturer?  YES  NO

X8.22.4 Is cab equipped with wipers and washers front and rear?  YES  NO

X8.22.5 Is Manufacturers tinted safety glass at all locations?  YES  NO

X8.22.6 Are left and right rear view mirrors and in cab rear view mirror provided?  YES  NO

X8.22.7 Does cab have one (1) lockable entry door?  YES  NO

X8.22.8 Are doors hinged at rear to provide front to back opening  YES  NO

X8.22.9 Is unit provided with non-skid steps and hand holds  YES  NO

X8.22.10 Is seat cloth type with scotchguard or equal and with adjustable seat belt  YES  NO

X8.22.11 Is seat equipped with adjustable arm rests?  YES  NO

X8.22.12 Does seat provide height and weight adjustments?  YES  NO

X8.22.13 Is unit equipped with adjustable tilt and telescoping steering wheel for easier operator control?  YES  NO

X8.22.14 Are fenders provided front and rear?  YES  NO

X8.22.15 Is fire extinguisher provided and mounted on unit?  YES  NO

X8.22.16 Is AM/FM radio provided and installed in unit?  YES  NO



X8.23 Lighting System:

X8.23.1 Is unit equipped with two (2) hi/low halogen beam front lights for tramming and working?  YES  NO

X8.23.2 Does unit have four (4) work lights; two (2) front/two (2) rear cab mounted work lights  YES  NO

X8.23.3 Does unit have flash/turn signals (front and rear),stoplights, and taillights?  YES  NO

**X8.23.4 Does unit have console and dome lighting?  YES  NO**

X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified See addendum  YES  NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_

**X8.23.6 Is unit equipped with audible OSHA approved reverse alarm?  YES  NO**

X8.23.7 Is articulation locking bar and pin provided?  YES  NO

X8.24 Unit Instrumentation:

X8.24.1 Tachometer?  YES  NO

X8.24.2 Speedometer?  YES  NO

**X8.24.3 Does hour meter operate from engine operation?  YES  NO**

X8.24.4 Fuel gauge?  YES  NO

X8.24.5 Ammeter/ or volt meter?  YES  NO

X8.24.6 Does coolant temperature indicator have audible buzzer or visual warning light?  YES  NO

X8.24.7 Does engine oil pressure indicator have audible buzzer or visual warning light?  YES  NO

X8.24.8 Does unit have transmission oil temperature indicator?  YES  NO

X8.24.9 Does unit have transmission oil pressure indicator?  YES  NO

**X8.24.10 All features considered to be standard equipment not addressed above:**

**Rear view camera system with color monitor, Hi-Mate GPS management system, on-board scales, heated air ride seat, heated mirrors, auto fan reverse, variable operating modes, self adjusting brakes, extended life lubrication intervals, flip down/up strobe light bracket, AM/FM/MP3 radio, auto boom kick out and bucket positioned adjustable from cab, advanced machine/transmission/engine monitoring system, front sunshade, FNR switch on joystick.**

**X8.24.11 Will unit be delivered to WV DOH with manufacturer's safety decals and features intact?  YES  NO**

**X8.24.12 Is one (1) complete set of replacement filters for each unit provided?  YES  NO**

**X8.25 Bucket:**

**X8.25.1 Bucket capacity struck: 1.8 Cu Yd. Heaped capacity: 2.25 Cu Yd**

**X8.25.2 Bucket width: 94 inches**

**X8.25.3 Bucket roll back 50 degrees at ground level and dump at full height 50 degrees**

**X8.25.4 Does unit have automatic return to work leveler for bucket and attachments  YES  NO**

**X8.25.5 Are replaceable cutting edge and bottom wear strips provided  YES  NO**

**X8.25.6 Is cutting edge welded to bucket and bolt on replaceable cutting edge mounted under it?  YES  NO**

**X8.25.7 Digging depth below horizontal (bucket level): 3.7 inches**

**X8.26 Forks:**

**X8.26.1 Are forks heavy duty steel construction?  YES  NO**

**X8.26.2 Is carriage of heavy duty steel construction?  YES  NO**

**X8.26.3 Carriage size: 3/4 inch side plates and 60 inches wide?**

**X8.26.4 Tines/Forks: 6 inches wide and 48 inches long**

**X8.26.5 Tines/Forks: 2 inches thick at heel and forged solid steel  YES  NO**

X8.26.6 Tines/Forks mounted on 2.5 inches diameter round bar

Adjustable laterally 60 inches

X8.27 Material Handling Boom:

X8.27.1 Is material handling boom of heavy duty construction with hook?  
x YES        NO

X8.27.2 Boom has 3 locking sections Boom reach: 13 feet

X8.28 Paint:

X8.28.1 Is endloader painted Federal Standard White 595A (NO. 17875)?  
See addendum        YES        NO

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder? See addendum        YES        NO

X8.28.3 Are stripe(s) width 4 inches as specified? See addendum        YES        NO

X8.28.4 Does striping method and striping material meet required specifications quoted in sections 8.28.4; 8.28.5; and 8.28.6? See addendum        YES        NO

If NO, explain See addendum

\_\_\_\_\_

X8.28.7 Describe color and type of material of upper stripe:  
See addendum

\_\_\_\_\_

X8.28.8 Describe color and type of material of lower stripe:  
See addendum

\_\_\_\_\_

8.28.9 Will bidder consult WV DOH on proposed striping?        YES        NO  
See addendum

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form? See addendum        YES        NO

If no will samples be submitted? See addendum        YES        NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11; 8.28.12; and 8.28.13

See addendum

X8.28.12 See addendum

X8.28.13 See addendum

**X8.28.14 Is white paint specified applied over top of manufacturer's standard color?  
See addendum \_\_\_\_\_YES \_\_\_\_\_NO**

X8.28.15 Are areas of distinct color(s) (e.g. safety reason) be painted as they normally  
would? See addendum \_\_\_\_\_YES \_\_\_\_\_NO

**X8.29 Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?  
\_\_x\_\_YES \_\_\_\_\_NO**

**X8.30 Does unit conform to the advertising guidelines? \_\_x\_\_YES \_\_\_\_\_NO**

X8.31 Preventive Maintenance and Operators Orientation/Training:

**X8.31.1 Have you attached a copy of proposed training program. Attach schedule  
describing course offered with a brief explanation of each subject with the time  
required for each class. Do not attach instruction material or manuals. Will  
you furnish all training aids; i.e. videos, projectors, etc., required in conducting  
the training? See addendum \_\_\_\_\_YES \_\_\_\_\_NO**

PREBID ADDENDUM  
7011EC16

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER  
(TRANSMISSION WITH TORQUE CONVERTER)

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

**X8.8.1** Is engine manufacturers water cooled diesel powered providing \_\_HP and torque to operate machine and hydraulic system at maximum efficiency? YES NO  
Specify HP: \_

TO:

**X8.8.1** Is engine manufacturers water cooled diesel powered  x  YES   NO

And provides 125 HP and torque to operate machine and hydraulic system at maximum efficiency?  x  YES   NO

FROM:

**X8.13.3** Are heavy duty CCA battery(s) provided? YES NO  
CCA   reserve capacity

TO:

**X8.13.3** Are heavy duty CCA battery(s) provided?  x  YES   NO

CCA 1850 reserve capacity 160

FROM:

**X8.16.3** Number of forward speeds   Number of reverse speeds    
Top forward ground speed:   HP

TO:

**X8.16.3** Number of forward speeds 4 Number of reverse speeds 3

Top forward ground speed 23.1 MPH

FROM:

X8.20.5 Hydraulic system relief pressure: \_\_PSI

TO:

**X8.20.5 Hydraulic system relief pressure 3556 PSI**

FROM:

X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified \_ YES \_ NO If NO, explain \_\_\_\_\_

TO:

X8.23.5 Is unit equipped with low profile high intensity Class 1 LED beacon, amber  
\_x\_ YES \_\_\_\_\_ NO

FROM:

**X8.25.1 Bucket capacity struck: \_\_ CuYd Heaped capacity: \_\_ CuYd**

TO:

**X8.25.1 Bucket is general purpose with 1.8 cubic yard struck and 2.25 cubic yard heaped capacity  
\_x\_ YES \_\_\_\_\_ NO**

FROM:

X8.25.7 Digging depth below horizontal (bucket level): \_\_inches

TO:

X8.25.7 Digging depth below horizontal (bucket leveled): 3.7 inches

FROM:

X8.26.3 Carriage size: \_\_ inch side plates and \_\_ inches wide?

TO:

X8.26.3 Carriage size: 3/4 inch side plates and 60 inches wide

FROM:

X8.26.5 Tines/Forks: \_\_ inches thick at heel and forged solid steel \_\_ YES \_\_ NO

TO:

X8.26.5 Tines/Forks 2 inches thick at heel and forged solid steel x YES \_\_\_\_\_ NO

FROM:

X8.26.6 Tines/Forks mounted on \_\_ inches diameter round bar  
Adjustable laterally \_\_ inches

TO:

X8.26.6 Tines/Forks mounted on 2.5 inches diameter round bar and adjustable laterally  
60 inches

FROM:

**X8.28.1 Is endloader painted Federal Standard White 595A (No. 17875) \_\_ YES \_\_ NO**

TO:

**X8.28.1 Is endloader and attachments painted manufacturers standard?  
\_\_ x \_\_ YES \_\_\_\_\_ NO**

DELETE:

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder?  
\_\_ YES \_\_ NO

X8.28.3 Are stripe(s) width 4 inches as specified? \_\_ YES \_\_ NO

X8.28.4 Does striping method and striping material meet required specifications quoted in  
sections 8.28.4, 8.28.5 and 8.28.6 \_\_ YES \_\_ NO If NO explain \_\_\_\_\_

X8.28.7 Describe color and type of material of upper stripe: \_\_\_\_\_

X8.28.8 Describe color and type of material of lower stripe: \_\_\_\_\_

**X8.28.9 Will bidder consult WVDOH on proposed striping? \_\_ YES \_\_ NO**

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form  
\_\_ YES \_\_ NO If No will samples be submitted \_\_ YES \_\_ NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11, 8.28.12 and  
8.28.13 \_\_\_\_\_

X8.28.14 Is white paint specified applied over top of manufacturers standard color \_\_YES\_\_NO

X8.28.15 Are areas of distinct color(s) e.g. safety reason be painted as they normally would \_\_YES\_\_NO

X8.31 Preventive Maintenance and Operators Orientation/Training:

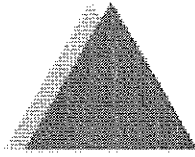
X8/31/1 Have you attached a copy of proposed training program. Attach schedule describing course offered with a brief explanation of each subject with the time required for each class. Do not attach instruction material or manuals. Will you furnish all training aids' i.e. videos, projectors, etc., required in conducting the training \_YES\_NO



WEST VIRGINIA TRACTOR COMPANY

7011EC16 4 Wheel Drive Rubber Tired End Loader  
Exceptions to Specifications

- 8.20.5 Our hydraulic system relief is 3,556 PSI, which is similar to the hydraulic pressures of the Hyundai loaders you own.



# HYUNDAI

## CONSTRUCTION EQUIPMENT AMERICAS INC.

### Delivery Report / Warranty Registration 9 Series Excavators & Wheel Loaders

This warranty is provided to the end user (Customer) by Hyundai Construction Equipment Americas (Hyundai). Hyundai warrants its excavators, wheel loaders, and other Hyundai manufactured products to be free from defects in material and workmanship for a period of 3 years or 3000 hours (Factory Standard Full Machine Warranty). The warranty will commence from the first day of delivery of the machine to the end user, first rental or 40 hours. The hours will be determined by the machine hour meter on the machine. Engine hour validation will be used when there is an hour meter discrepancy.

#### Customer Responsibilities

- a) The customer is advised to call the selling dealer to schedule repairs.
- b) The customer agrees to maintain the equipment in accordance with the Hyundai Operation and Maintenance Manual.
- c) The customer agrees to keep maintenance records up to date during the Warranty Period, and to make them available when requested for warranty evaluation.
- d) The customer agrees to use only genuine parts of the applicable manufacturer in the normal maintenance and repair of the machine or components for the term of this warranty
- e) The customer agrees to submit fluid samples to Hyundai, sample kits included during warranty period.
- f) All transportation and related costs are the customers responsibility
- g) The customer agrees to make the machine available for repair during normal working hours. Premium rates are not covered under warranty
- h) The customer is responsible for damage caused by outside influences beyond the control Of Hyundai, such as but not limited to use of non original parts, weather, sabotage, act of war, Vandalism, work environment, or force majeure
- i) Damage due to neglect, or miss application or unauthorized modifications will not be covered by warranty

Engines (Cummins warranty is 2 year or 2000 hours, administered by Cummins Distributor) All warranty work on Cummins during this period must be performed by an authorized Cummins repair center. The 3<sup>rd</sup> year and remaining 1000 hours are administered by Hyundai. All other engine warranty is administered by Hyundai.

I have read the warranty information and agree to the terms and conditions set forth in the Hyundai warranty  
 I declare that the machine as delivered is what I ordered and agreed to purchase.  
 I declare that I have been instructed on the proper and safe operation of this equipment and explained the operation and maintenance manual, which was delivered with the machine.

Dealer \_\_\_\_\_ City, State, Prov. \_\_\_\_\_

Customer \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Prov. \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

Model \_\_\_\_\_ Serial # \_\_\_\_\_ Hour \_\_\_\_\_

Purchase Type: Retail \_\_\_\_\_ Rental \_\_\_\_\_ Demo \_\_\_\_\_

Warranty Start Date \_\_\_\_\_ Warranty Expire Date \_\_\_\_\_ or Hours \_\_\_\_\_

Customer Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Dealer Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# Certificate of Warranty



# HYUNDAI

CONSTRUCTION EQUIPMENT AMERICAS INC.

## 9 Series Excavators and Wheel Loaders

NEW Standard Warranty 3 Years or 3000 hr Full Machine &  
5 Year / 10,000 hour Structural Warranty

Effective January 1st, through December 31<sup>st</sup> 2010

The following conditions apply.

1. All **9 Series Machines** invoiced are eligible for this warranty. Only machines purchased by an authorized HCE Dealer from Hyundai Construction Equipment, Elk Grove Village Illinois are eligible for this program.
2. All machines will be enrolled in the **HYUNDAI Fluid Analysis Program** for the duration of the warranty period. ( Fluid sampling required for coverage)
3. All machines will be enrolled in **HYUNDAI Remote Management System** ( Hi-Mate)
4. This warranty is only applicable to standard configurations that are available from Hyundai Construction Equipment Company
5. Rental Machines are eligible and must be registered to qualify.
6. Registration is required; Delivery Report/ Warranty Certificate must be filed to HCE
7. All Service intervals must be observed as outlined in the operator's manual. Service records are required to maintain warranty coverage.
8. All machines must be repaired by an **Authorized Hyundai Dealer** using Genuine Hyundai Parts to maintain warranty coverage.

Cummins Engine, (Covered by CUMMINS for 2 Years or 2000 Hrs, 3<sup>rd</sup> Year or 3000 Hrs by HYUNDAI)

### **Exclusions**

Excessive wear due to extreme applications, misapplication, abuse, or lack of proper maintenance (see operators manual)

Unauthorized modifications resulting in component, and or parts failure

Only Genuine parts supplied by HCE will be covered.

Ground Engaging Tools are not covered under this warranty.

Signature of Dealer \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

Signature of Customer \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

Machine Type \_\_\_\_\_ Serial No: \_\_\_\_\_ Hours \_\_\_\_\_

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

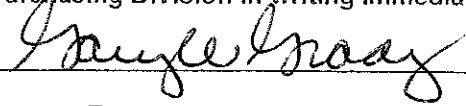
Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: West Virginia Tractor Company      Signed:   
 Date: 3/23/2011      Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7011EC16

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Tracy Grady* Date: 3/23/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of ~~December~~ March 2011

My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

