

Uniontown Industrial Equipment Co., Inc.

2266 University Drive • Lemont Furnace, PA 15456

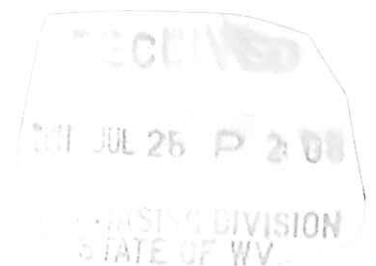
Telephone (724) 437-1578 Fax (724) 437-2098

RFQ# 7011EC22

To whom it may concern:

This bid was submitted on 6/27 & 7/11/11 by Fed-ex. I am enclosing addendum # 3, 4 & 5. Please use pricing on these addendums, instead of previous ones submitted.

Thanks.



**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 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).

ADDENDUM #3
(ADDENDUM FROM PREBID MEETING)
7011EC22

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

CHANGES TO SPECIFICATIONS:

FROM:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED -- Last Sentence Only
The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacturer.

TO:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED -- Last Sentence Only
The unit specified herein and offered to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacturer.

VENDOR QUESTION:

- 8.1.1 Unit shall have a breakout force of 14,000 pounds minimum.
Our machine has a breakout force of 17,342 -- could we raise the requirement?
RESPONSE: No change required -- meets minimum

VENDOR QUESTION:

- 8.2 Overall length (bucket lowered) 23 foot approximately.
Our machine is 21' 1" -- does that meet the "approximate" spec? If not, could we lower the requirement?
RESPONSE: No change required

VENDOR QUESTION:

- 8.3.1 Tipping load straight
Our machine has a straight tipping load of 12,218 lbs. -- could we lower the requirement?
RESPONSE: No change required

VENDOR QUESTION:

- 8.8.1 Engine to be a minimum power rating of 98 HP and shall be Tier 3 compliant with appropriate hardware. Our machine us 95 HP net, 101 HP gross and is Tier 2 compliant – could we change the HP rating to 95 HP net and drop the Tier requirement?**
RESPONSE: Change to read “Engine to be a minimum power rating of 98 HP”.

VENDOR QUESTION:

- 8.8.3 Engine shall have an engine block water heating element (1500-2000 watt). Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.**
 Our machine has a 1000 watt block heater and glow plugs – could we lower the wattage and change the verbage to read “glow plugs”.
RESPONSE: No change required

VENDOR QUESTION:

- 8.16.2 Transmission to have four (4) forward speeds and four (4) reverse with a forward ground speed of minimum of 23 mph. A hydrostatic transmission machine does not have forward gears and reverse gears. Our machine has 2 forward speeds (high and low) and reverse. The top speed in high speed is 20 mph – can we adjust the top speed down and change the wording on the gears?**
RESPONSE: Change to read “Transmission to have high/low, forward and reverse with a ground speed of minimum 23 mph.”

VENDOR QUESTION:

- 8.21.2 Wheels shall be manufacturer’s recommended size for unit bid. We would like to clarify a tire size to make sure everyone is on the same page – we would suggest a 17.5R25**
RESPONSE: Note statement is from 8.21.1 - No change required

VENDOR QUESTION:

- 8.22.13 Unit shall have adjustable tilt and telescoping steering wheel for easier operator control. Our unit has adjustable tilt, but not telescoping**
RESPONSE: Note – specification is “should have” -- No change required

VENDOR QUESTION:

8.24.1 Tachometer – Our unit does not have a tachometer

RESPONSE: Not mandatory – No Change Required

VENDOR QUESTION:

8.24.8 Transmission oil temperature indicator

A hystat machine does not have transmission oil -- needs changed to Hydraulic Oil temperature Indicator

RESPONSE: Change to read "Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator"

VENDOR QUESTION:

8.24.9 Transmission oil pressure indicator – Same as above – needs changed to Hydraulic Filter Bypass Indicator

RESPONSE: Delete 8.24.9 – "Transmission oil pressure indicator"

VENDOR QUESTION:

8.25.1 The general purpose bucket shall be 1.75 cubic yard minimum with a bolt on cutting edge and a 2.1 cubic yard heaped capacity approximate. This is a large bucket for this size machine. Our bucket is 1.4 cubic yard minimum and 1.7 cubic yard heaped capacity – could we lower it?

RESPONSE: No Change Required

ADDENDUM #3
 (ADDENDUM FROM PREBID MEETING)
 7011EC22

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

CHANGES TO BIDDER'S EVALUATION REPORT:

CHANGE BID OPENING FROM ADDENDUM #1:
 NO CHANGE REQUIRED TO BIDDER'S EVALUATION REPORT

X6.1 NO CHANGE REQUIRED TO BIDDER'S EVALUATION

NO CHANGE REQUIRED

X8.1.1 Breakout force: 19,334 pounds

NO CHANGE REQUIRED

X8.2 Overall length (bucket lowered): 21' 10" foot

NO CHANGE REQUIRED

X8.3.1 Tipping load straight: 15,986 pounds

FROM:

X8.8.1 Engine power rating of HP and is Tier 3 compliant with appropriate hardware Y_N

TO:

X8.8.1 Engine power rating of 100 HP

NO CHANGE REQUIRED:

X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)? X YES NO

Does engine have cold weather starting system consisting of an electric intake manifold pre-heater? X YES NO

FROM:

X8.16.2 Number of forward speeds_ Number of reverse speeds_
Forward ground speed: _HP

TO:

X8.16.2 Does transmission have high/low X YES NO

forward and reverse X YES NO Ground speed 100 MPH

NO CHANGE REQUIRED:

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

Specify size: 12 X 25

NO CHANGE REQUIRED:

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

NO CHANGE REQUIRED:

X8.24.1 Tachometer? X YES NO

FROM:

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

TO:

X8.24.8 Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator YES NO

DELETE:

X8.24.9 Does unit have transmission oil pressure indicator? Y N

NO CHANGE REQUIRED:

X8.25.1 General purpose bucket capacity: 2 Cu Yd

Bolt on cutting edge YES NO Heaped capacity: 2.1 Cu Yd



State of West Virginia
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**Request for
 Quotation**

RFQ NUMBER
7011EC22

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 06/23/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 06/29/11 @ 1:30 P.M.		
				TO: 07/13/11 @ 1:30 P.M.		
0001	1	EA		760-47	\$102,150.00	\$102,150.00
				4 WHEEL DRIVE RUBBER TIRED ENLOADER		
***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:						\$102,150.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael W. Allen</i>	TELEPHONE (724) 437-1578	DATE 7/25/11	
TITLE V. President	FEIN 25-1389795	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
 7011EC22

PAGE
 1

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

VENDOR

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO
 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

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
07/12/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #5						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: 07/13/11 @ 1:30 P.M.						
TO: 07/27/11 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		760-47	\$102,150.00	\$102,150.00
4 WHEEL DRIVE RUBBER TIERED ENLOADER						
***** THIS IS THE END OF RFQ 7011EC22 *****						TOTAL: \$102,150.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. The</i>	TELEPHONE (724) 437-1578	DATE 7/25/11
TITLE V. PRESIDENT	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #5
7011EC22

4 WHEEL DRIVE RUBBER TIERED ENDLOADER

CHANGES TO SPECIFICATIONS:

FROM ADDENDUM #3:

8.3.1 Tipping load straight 14,000 pounds minimum

TO:

8.3.1 Tipping load straight 12,000 lbs. minimum

FROM ADDENDUM #3

8.8.3 Engine shall have an engine block water heating element (1500-2000 watt). Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.

TO:

8.8.3 Engine shall have an engine block water heating element. Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.

FROM ADDENDUM #3

8.16.2 Transmission to have high/low, forward and reverse with a ground speed of minimum of 23 mph.

TO:

8.16.2 Transmission to have high/low, forward and reverse

FROM ADDENDUM #3

8.25.1 The general purpose bucket shall be 1.75 cubic yard minimum with a bolt on cutting edge and 2.1 cubic yard heaped capacity approximate

TO:

8.25.1 The general purpose bucket shall be 1.4 cubic yard minimum

ADDENDUM #5
7011EC22

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

NO CHANGE REQUIRED TO BIDDER'S

EVALUATION

CHANGES TO BIDDERS EVALUATION REPORT:
FROM ADDENDUM #3 - NO CHANGE REQUIRED:

X8.3.1 Tipping load straight: 15,986 pounds

FROM ADDENDUM #3:

X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)?
YES NO

Does engine have cold weather starting system consisting of an electric intake manifold pre-heater? YES NO

TO:

X8.8.3 Engine equipped with an engine block water heating element
x YES NO

Does engine have cold weather starting system consisting of an electric intake manifold pre-heater
x YES NO

FROM ADDENDUM #3:

X8.16.2 Does transmission have high/low YES NO forward and reverse YES NO
Ground speed MPH

TO:

X8.16.2 Does transmission have high/low x YES NO

Forward and reverse x YES NO

FROM ADDENDUM #3:

X8.25.1 **General purpose bucket capacity: _CU YD Bolt on cutting edge _YES_NO**
Heaped capacity: _Cu Yd

TO:

X8.25.1 **General purpose bucket capacity 2 cubic yard**



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PAGE
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SHIP TO

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 EQUIPMENT DIVISION
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 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2011				

BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-47	\$101,900.00	\$101,900.00
<p>4 WHEEL DRIVE RUBBER TIRED ENLOADER</p> <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 ENLOADER PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p>						

RECEIVED
 JUN 14 A 10:07
 DIVISION OF HIGHWAYS
 STATE OF WV

SIGNATURE <i>Michael W. Clark</i>				TELEPHONE (724) 437-1578		DATE 6/10/11	
TITLE V. President		FEIN 25-1389795		ADDRESS CHANGES TO BE NOTED ABOVE			

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



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PAGE
2

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04/04/2011				

BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
MANDATORY PRE-BID						
<p>A MANDATORY PRE-BID WILL BE HELD ON TUESDAY 05/17/2011 AT 11 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Michael W. Lee</i>	TELEPHONE	(724) 437-1578	DATE	6/10/11
TITLE	V. President	FEIN	25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE	

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PAGE
 3

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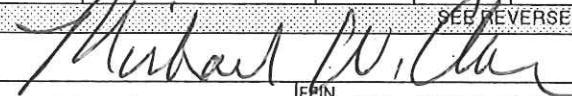
SHIP TO

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BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: .7011EC22...						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, 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.						
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.						
 SIGNATURE Uniontown Industrial Equipment Co Inc.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(724) 437-1578	6/10/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
V. President	25-1389795		

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PAGE
 4

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04/04/2011				

BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY		
				June 10, 2011		
				DATE		
				NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.		
				REV. 09/21/2009		
				EXHIBIT 2		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard W. [Signature]</i>	TELEPHONE (724) 437-1578	DATE 6/10/11
TITLE V. President	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
 5

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

VENDOR

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO.
 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

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
04/04/2011				

BID OPENING DATE: 06/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. [Signature]</i>	TELEPHONE (724) 437-1578	DATE 6/10/11
TITLE V. President	FEIN 25-1389795	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
7011EC22

PAGE
6

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

RODNEY

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO
 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

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
04/04/2011				

BID OPENING DATE: **06/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
	EXHIBIT 4					
	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.					
	REV. 3/88					
	NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. ...</i>	TELEPHONE (724) 437-1578	DATE 6/10/11
TITLE V. President	FEIN 25-1389795	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
7011EC22

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2402

VENDOR

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 EQUIPMENT DIVISION
 ROUTE 33
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 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2011				

BID OPENING DATE: **06/01/2011** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:		SHERI SLONE - FILE 33			
	RFQ. NO.:		7011EC22			
	BID OPENING DATE:		06/01/2011			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	(724) 437-2098					

	CONTACT PERSON (PLEASE PRINT CLEARLY):					
	MICHAEL W. CLOWER					

	***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:					\$101,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	(724) 437-1578	DATE	6/10/11
TITLE	V. President	FEIN	25-1389795	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

PROCUREMENT SPECIFICATIONS
NO. 353-1-U

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Wheel Drive, Rubber Tired, Endloader (hereinafter referred to as a "endloader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 185 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 100 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered

to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

*** NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturer's warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

8.0 Endloader Specification:

8.1 Operating weight to be approximately 18,000 pounds (exclusive of tire ballast).

8.1.1 **Unit shall have a breakout force of 14,000 pounds minimum.**

8.2 Overall length (bucket lowered) 23 foot approximately.

8.3 **Loader shall have articulated frame with full hydraulic power steering.**

8.3.1 **Tipping load straight 14,000 pounds minimum.**

8.4 **Overall height 10 feet 9 inches to top of cab (maximum).**

8.4.1 **Dumping clearance at maximum height and 45° dump angle shall be 105 inches minimum**

8.5 **Loader shall be equipped with a quick coupler system for interchangeability of attachments, controlled from operator station.**

8.6 **Unit shall be equipped with manufacturers vandalism package and all machines keyed alike.**

8.7 All daily services should be done from ground level.

8.8 Engine:

8.8.1 Engine to be a minimum power rating of 98 HP and shall be Tier 3 compliant with appropriate hardware

8.8.2 Manufacturers standard governor with key shut off, wire sealed by manufacturer.

8.8.3 Engine shall have an engine block water heating element (1500-2000 watt). Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.

8.9 Engine Lubrication:

8.9.1 Full pressure lubrication with oil filter and oil by-pass system.

8.9.2 Engine oil cooler.

8.10 Cooling System:

8.10.1 Manufacturer shall provide maximum cooling system available to allow machine to operate at full capability during all seasons.

8.10.2 Cooling system shall be supplied with Dex-cool or equal extended life anti-freeze protected to a point of -34 degrees F.

8.10.3 Engine coolant filter shall be provided if recommend by manufacturer for this application.

8.11 Air Induction System:

8.11.1 Dry type dual element (2 stage) air cleaner with pre-cleaner.

8.11.2 Unit shall have dash mounted air filter restriction indicator that is operator visible when service is required.

8.12 Exhaust System:

8.12.1 Complete exhaust system shall be manufacturers standard for unit specified.

8.12.2 Exhaust pipe shall be rain proof.

8.13 Electrical System:

8.13.1 Unit electrical system to be manufacturers noise suppression wiring.

- 8.13.2 System to be 12 volts/24 volts negative ground (manufacturers standard).
- 8.13.3 Manufacturers heavy duty cold cranking amp battery(s), approximately 825 CCA; **reserve capacity 160 minimum.**
- 8.14 Charging System:
- 8.14.1 Unit should have **60 amp alternator (minimum)** with internal regulator.
- 8.15 Engine Fuel System:
- 8.15.1 **Fuel capacity to be 12 working hours, minimum.**
- 8.15.2 Unit to be provided with a fuel/water separator.
- 8.15.3 **Dual stage fuel filtering shall be provided.**
- 8.16 Transmission:
- 8.16.1 **Transmission shall be fully hydrostatic with one (1) engine driven pump and two (2) drive motors (hi/low speed) with dynamic breaking inching pedals and a control panel for speed control.**
- 8.16.2 Transmission to have four (4) forward speeds and four (4) reverse with a forward ground speed of minimum 23 MPH.
- 8.16.3 **Transmission shall have a neutral start switch for safety purposes.**
- 8.17 Differential:
- 8.17.1 Manufacturers front and rear conventional.
- 8.18 Axles:
- 8.18.1 Front axle to be fixed.
- 8.18.2 **Rear axle should oscillate 11 degrees minimum.**
- 8.19 Brakes to be as follows:
- 8.19.1 Manufacturers recommended emergency braking system.
- 8.19.2 **Emergency brake must be independent of service brake.**

8.19.3 Hydraulic actuated powered assisted service brakes.

8.19.4 Wet type disk service brakes.

8.20 Hydraulic System:

8.20.1 Unit shall provide hydraulic lift, lower, dump, roll back and float plus third spool auxiliary valve and cab controller.

8.20.2 All hydraulic cylinders shall be double action chrome plated piston type.

8.20.3 Loader to be equipped with a hydraulic oil cooler if recommend by manufacturer.

8.20.4 A sight glass shall be provided for daily checking of hydraulic oil.

8.20.5 Hydraulic system relief pressure of approximately 2500 PSI.

8.20.6 Unit shall be equipped with manufacturers standard hydraulic filtering system.

8.21 Tires and Wheels:

8.21.1 Wheels shall be manufacturers recommended size for unit bid.

8.21.2 Tires shall be grader/loader type front and rear tubeless radials.

8.21.3 Overall tire width (outside left to outside right) not to exceed 8 feet.

8.22 Cab and related Accessories:

8.22.1 Cab shall be OSHA approved ROPS.

8.22.2 Cab shall be insulated and pressurized.

8.22.3 Cab shall be equipped with heater, defroster and air conditioning installed by manufacturer.

8.22.4 Cab shall have front and rear windshield wipers and washers.

8.22.5 Cab shall have safety, tinted glass at all locations.

8.22.6 Left and right side rear view mirrors and in cab rear view mirror shall be provided.

- 8.22.7 **Cab must have at least one (1) entry door, lockable.**
- 8.22.8 Doors should be hinged at rear to provide front to back opening.
- 8.22.9 **Unit shall be provided with non-skid steps and hand holds.**
- 8.22.10 Seat to be cloth type with scotchguard (or equivalent) and with adjustable seat belt.
- 8.22.11 Seat to be equipped with adjustable arm rest.
- 8.22.12 **Seat shall provide height and weight adjustments.**
- 8.22.13 Unit should have adjustable tilt and telescoping steering wheel for easier operator control.
- 8.22.14 **Front and rear fenders shall be provided on unit.**
- 8.22.15 **Fire extinguisher shall be provided and mounted in unit. (Successful bidder should notify DOH before mounting).**
- 8.22.16 **AM/FM radio must be provided and installed in unit.**
- 8.23 Lighting System:
- 8.23.1 Unit to have two (2) hi/low halogen beam front lights for tramming and working.
- 8.23.2 Loader to have four (4) work lights, two (2) front and two (2) rear mounted in accordance to cab features.
- 8.23.3 Unit to have flash/turn signals (front/rear) stoplights and taillights.
- 8.23.4 **Unit shall be provided with console and dome lighting.**
- 8.23.5 Class 1 LED beacon, amber
- 8.23.6 **Unit shall be equipped with OSHA approved audible reverse alarm.**
- 8.23.7 Articulation locking bar and pin to be provided.

8.24 Unit Instrumentation to provide the following:

8.24.1 Tachometer.

8.24.2 Speedometer.

8.24.3 Hour meter shall be operable from engine operation not key switch.

8.24.4 Fuel gauge.

8.24.5 Ammeter/or volt meter.

8.24.6 Coolant temperature indicator with audible buzzer or visual warning light.

8.24.7 Engine oil pressure indicator with audible buzzer or visual warning light.

8.24.8 Transmission oil temperature indicator.

8.24.9 Transmission oil pressure indicator.

8.24.10 All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.

8.24.11 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

8.24.12 One (1) complete set of replacement filters shall be provided with each unit upon delivery.

8.25 Bucket:

8.25.1 The general purpose bucket shall be 1.75 cubic yard minimum with a bolt on cutting edge and 2.1 cubic yard heaped capacity approximate

8.25.2 Bucket width to be approximately 96 inches.

8.25.3 Bucket shall roll back 40 degrees at ground level and dump at 45 degrees minimum at full height.

8.25.4 Unit shall be equipped with automatic return to work leveler for bucket and attachments.

8.25.5 Bucket cutting edge and bottom wear strips shall be replaceable.

- 8.25.6** The cutting edge welded to bucket **and a bolt-on replaceable cutting edge shall be mounted under it.**
- 8.25.7 Digging depth below horizontal, (bucket leveled) should be 3 inches (approximately).
- 8.26 Forks:
- 8.26.1 Forks shall be heavy duty steel construction.**
- 8.26.2 Carriage shall be heavy duty steel construction.**
- 8.26.3 Carriage size approximately 3/4 inches side plates and 60 inches wide.
- 8.26.4 Tines/Forks are to be 6 inches wide and 48 inches long.
- 8.26.5 Tines/Forks to be approximately 2 inches thick at heel and to be forged solid steel.
- 8.26.6 Tines/Forks should be mounted on approximately 2.5 inches diameter round bar and adjustable laterally 60 inches approximate.
- 8.27 Material Handling Boom:
- 8.27.1 Material handling boom shall be of heavy duty construction type with hook.**
- 8.27.2 Boom of three (3) locking sections with a minimum reach of 12 feet.**
- 8.28 Paint:
- 8.28.1 The endloader and attachments shall be painted manufacturers standard paint color.**
- 8.29 Vendor must certify that loader offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of the unit.**

8.30 **Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit.** Logos created through the stamping or casting process of manufacture are also acceptable. No logo will interfere with the Department's striping and logo.

8.31 Preventive Maintenance and Operators Orientation/Training:

8.31.1 **The Manufacturer or dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e. videos, charts, manuals, etc., to be furnished by successful vendor.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

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

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER

NOTE TO BIDDER: Procurement Specification No. 353-1-S, 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.: 7011EC22

Bidder's Name: Uniontown Industrial Equipment Co. Inc.

Address: 2266 University Drive Lemont Furnace PA 15456

Telephone Number: (724) 437-1578

Years Bidder has been registered to do business with the State of West Virginia: 13 YRS.

Years Company has been an authorized dealer for proposed unit: 9 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: 185 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$101,900.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

TEREX TL160 2011 or current year

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 2 weeks

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:

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)
2 year or 2,000 hrs, whichever occurs first

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.

When warranty service is preformed at DOH facilities DOH is responsible for travel & mileage to and from their facility. When warranty

service is preformed at UIEC, DOH is responsible for round trip transportation.

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

Terex has parts locations in WV, PA, OH, & VA.

Terex machines are supported by Southaven, Miss parts location

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: <u>0</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>0</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>0</u> % discount

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

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

A. Shop Rate \$ 75.00 per mechanic hour

B. Travel Time Charge \$ 75.00 per mechanic hour
 (Specify if one-way) N/A; port to port N/A

C. Mileage Charge \$ 2.00 per vehicle mile
 (Specify if one-way) N/A; port to port N/A

D. Field Mechanic Rate \$ 75.00 per mechanic hour

E. Specify period of time that prices are in effect: 1 year

F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? 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: Terex Model: TL160

X8.0 Endloader Specification:

X8.1 Operating weight: 21,385 pounds (exclusive of tire ballast)

X8.1.1 Breakout force: 19,334 pounds

X8.2 Overall length (bucket lowered): 21 foot 10"

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

X8.3.1 Tipping load straight: 15,986 pounds

X8.4 Overall height: 10'0" to top of cab

- X8.4.1 Dumping clearance at maximum height and 45° dump angle: 115 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 Engine power rating of 100 HP and is Tier 3 compliant with appropriate hardware x YES NO
- 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
- Does engine have cold weather starting system consisting of an electric intake manifold pre-heater 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? x YES NO
- X8.11.2 Does unit have dash mounted air filter restriction indicator that is visible when service is required ? x 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 825 reserve capacity 160

X8.14 Charging System:

X8.14.1 Alternator AMPS: 80 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 fully hydrostatic with one (1) engine driven pump and two (2) drive motors (hi/low speed) with dynamic breaking inching pedals and a control panel for speed control YES NO

X8.16.2 Number of forward speeds 4 Number of reverse speeds 4 ?

forward ground speed: 100 HP

X8.16.3 Is neutral start switch provided for safety purposes? YES NO

X8.17 Differential:

X8.17.1 Is front and rear differential manufacturers conventional type? YES NO

X8.18 Axles:

X8.18.1 Is front axle fixed? YES NOX8.18.2 Oscillation of rear axle: 12 degrees

X8.19 Brakes:

X8.19.1 Is Manufacturers recommended emergency braking system provided?
 YES NOX8.19.2 Is emergency brake independent of service brake? YES NOX8.19.3 Are service brakes powered assisted hydraulic actuated? YES NOX8.19.4 Are service brakes wet disk type? YES NO

X8.20 Hydraulic System:

X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float
 YES NODoes unit have third spool auxiliary valve and cab controller YES NOX8.20.2 Are hydraulic cylinders double action chrome plated piston type?
 YES NOX8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer?
 YES NOX8.20.4 Is sight glass provided for daily service checks? YES NOX8.20.5 Hydraulic system relief pressure: 4060 P.S.I.X8.20.6 Is Manufacturers standard hydraulic filtering system provided?
 YES NO

X8.21 Tires and Wheels:

X8.21.1 Are wheels manufacturers recommended size for unit bid? YES NOSpecify size 12 X 25

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

Specify size: 15.5R25FM 60 12 PR

X8.21.3 Overall tire width (outside left to outside right): 7 feet 7 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 Does unit have Class 1 LED beacon, amber 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:

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 General purpose bucket capacity: 2 Cu Yd.
bolt-on cutting edge YES NO Heaped capacity: 2.1 Cu Yd

X8.25.2 Bucket width: 96 inches

X8.25.3 Bucket roll back 50 degrees at ground level and dump at full height
45 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): 3.9 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?
 YES NO

X8.27.2 Boom has 3 locking sections Boom reach: 12 feet

X8.28 Paint:

X8.28.1 Is endloader painted manufacturers standard color?
 YES NO

X8.29 Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?
 YES NO

X8.30 Does unit conform to the advertising guidelines?
 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



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
 7011EC22

PAGE
 1

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

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO
 2266 UNIVERSITY DR

LEMONT FURNACE PA 15478

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: 06/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/01/11 @1:30 P.M.						
TO: 06/15/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		760-47	\$101,900.00	\$101,900.00
						\$101,900.00
***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:						\$101,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. Ch...</i>	TELEPHONE (724) 437-1578	DATE 6/10/11
TITLE V. President	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

7011EC22

Date:

5/17/2011 11:00

Project Description:

4 Wheel Drive Rubber Tired Enloader

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	MH EQUIPMENT / JCB
Firm Address:	126 LAKEVIEW DR CHARLESTON WV. 25313
Representative Attending:	Des Jarvis / Per Bruce Detrick
Phone Number:	507-550-3005
Fax Number:	
Email Address:	bdetrick@mhequipment.com

Firm Name:	Uniontown Ind. EQ. CO. INC.
Firm Address:	2266 UNIVERSITY DRIVE LEWISTOWN FURNACE, PA 15456
Representative Attending:	MIKE CLOWEN
Phone Number:	724-433-1578
Fax Number:	724-432-2098
Email Address:	MCLOWEN@UIEC.COM

Firm Name:	WEST VIRGINIA GRADER
Firm Address:	P.O. BOX 473 CHARLESTON WV 25322
Representative Attending:	GARY W. GRADY
Phone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	wgrader@msk.com

Firm Name:	WUDOIT
Firm Address:	
Representative Attending:	James Cochran
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	C.I. WALKER MACHINERY
Firm Address:	P.O. Box 2427 CHARLESTON, WV 25329
Representative Attending:	Matt Conner
Phone Number:	(304) 543-5406
Fax Number:	(304) 259-6404
Email Address:	mconner@walker-cat.com

Firm Name:	WVPH
Firm Address:	
Representative Attending:	Kerrin Riley
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

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Firm Name:	<u>Leslie Equipment Company</u>
Firm Address:	<u>P.O. Box 299</u>
	<u>Norton, WV 26285</u>
Representative Attending:	<u>David Gassend</u>
Phone Number:	<u>(C) 304-642-9826 (W) 304-636-6421</u>
Fax Number:	<u>304-636-6423 3516</u>
Email Address:	<u>Gassenddavid@LEC1.com</u>

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Rish Equipment</u>
Firm Address:	<u>PO Box 906</u>
	<u>Bridgeport WV</u>
Representative Attending:	<u>Paul Calvert</u>
Phone Number:	<u>304-842-3511 ext 6517</u>
Fax Number:	<u>304-842-6126</u>
Email Address:	<u>p.calvert@rish.com</u>

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>RISH EQUIPMENT COMPANY</u>
Firm Address:	<u>P.O. BOX 906</u>
	<u>BRIDGEPORT, WV 26320</u>
Representative Attending:	<u>ANTONIO B. SELARDO</u>
Phone Number:	<u>304-842-3511 EXT. 6514</u>
Fax Number:	<u>304-842-6126</u>
Email Address:	<u>aselardo@rish.com</u>

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

**COMMERCIAL EQUIPMENT SERVICE CONTRACT
TERMS AND CONDITIONS**

This document sets out the terms and conditions that exclusively govern the Commercial Equipment Service Contract. You are encouraged to familiarize yourself with its contents.

1. Definitions:

(a) As used herein, "Plan" means the Commercial Equipment Service Contract, in respect of the Goods, sold by the Provider to the Customer in return for a payment that is non-refundable to the extent permitted by applicable law.

(b) As used herein, "Provider" means EPG Insurance, Inc.

(c) As used herein, "Customer" means the purchaser of the Plan or an assignee thereof as expressly permitted hereunder.

(d) As used herein, "New Goods" means eligible equipment that is within the manufacturer's base warranty period or that is up to 4 months beyond the manufacturer's base warranty period subject to prior approval by the Provider and pre-existing condition limitations, or as otherwise defined by the Provider.

(e) As used herein, "Used Goods" means eligible equipment that is beyond the manufacturer's base warranty period.

2. The Plan is a contract between the Provider and the Customer under which the Provider agrees to protect certain specified whole goods purchased by the Customer (the "Goods") according to the terms and conditions set out herein. THE SCOPE AND EFFECTIVENESS OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.

3. Protection under the Plan applies, exclusively, to specified New Goods or Used Goods sold and registered by authorized dealerships in the United States and operated exclusively in the United States, Puerto Rico and Canada.

4. Protection under the Plan is limited to reimbursement of the cost of parts, and labor for repairs, approved by the Provider, and made by a service center authorized by the Provider, if a defect in material or workmanship is found in the Goods; provided, however, that such reimbursement, as to Goods classified as "New Goods" at the time they are purchased by the Customer, shall not exceed in aggregate, for all claims made under the Plan, the provided purchase price of the Goods or \$500,000, whichever is less; such reimbursement, as to Goods classified as "Used Goods" at the time they are purchased by the Customer, shall not exceed, in the aggregate for all claims made under the Plan, fifty percent (50%) of the value of the Goods at the time they were purchased by the Customer. The Master Parts Schedule attached hereto, and incorporated herein by this reference, lists the only parts protected under the Plan. Labor hours for repairs will be approved as deemed reasonable by the Provider.

5. Defect in material or workmanship means the sudden and unforeseen failure of a covered part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.

6. Protection under the Plan is limited to repairs to the Goods in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in parts listed on the Master Parts Schedule, that occurs (a) during the term of the Plan, (b) after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Goods, and (c) in respect of defects in the Goods arising after such expiration.

7. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be protected exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.

8. The Customer shall be solely responsible for payment for travel by personnel of the authorized service center to the Goods to repair them, including, without limitation, payment for the time of such personnel, unless the Plan specifies otherwise.

9. Protection under the Plan applies to the exploratory dismantling of the Goods only (a) in the event of a defect within the scope of such protection, and (b) with the prior authorization of the Customer; provided, however, that the Customer shall be responsible for all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a failure that falls within the scope of protection under the Plan.

10. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's manufacturer.

11. For New Goods, protection under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty unless otherwise noted on Plan cover page and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of total machine hours specified under the Plan.

12. For Used Goods, protection under the Plan starts on the effective date of the Plan and ends on the earlier of (a) the expiration date of the Plan, or (b) the date on which the Goods have been operated for the maximum number of hours specified under the Plan.

13. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Plan specifies otherwise. For all new equipment, and all used equipment, one deductible will apply to each reported failure.

14. To be eligible to receive any payment under the Plan, the Customer must have:

(a) performed all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and

- (b) operated the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual, and
 - (c) Claims must be filed within 30 days of date of repair,
 - (d) All required information shall be provided on the claim reimbursement request form at time of submission,
 - (e) All faulty parts from the failure must be retained for inspection by the Provider until final settlement of the claim has been made,
- and
- (f) Faulty parts from the failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the failure and consequential damages shall be provided to the Provider within 30 days of request.

15. THE PROVIDER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS. THE PROVIDER SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Protection under the Plan, in respect of Goods classified as "New Goods" at the time the Customer purchased them, may be transferred to a new purchaser (a "New Purchaser") by a Customer at any time during the effective term of the Plan, upon the Provider accepting, from the New Purchaser, a Plan Registration Transfer Form satisfactory to the Provider. To transfer such protection under the Plan from the Customer to the New Purchaser, the Provider must first have received any required application fee as well as such Plan Registration Transfer Form. Such form must include, without limitation, the correct serial number(s) of the relevant Goods. Protection under the Plan in respect of Goods classified as "Used Goods" at the time they were purchased by the Customer may not be transferred.

17. If New Goods, protected under the Plan, are stolen or destroyed within their applicable base warranty period, due to no act, omission, or negligence on the part of the Customer, the Customer may, within six (6) months after such event of theft or destruction, transfer protection under the Plan to goods that are purchased from an authorized dealership at a price acceptable to the Provider in its sole discretion.

18. No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.

19. A Customer may upgrade the scope of the Plan applicable to such Customer's Goods, by selecting a different Plan option at any time during the manufacturer's base warranty period applicable to such Goods, upon written request to the Provider and payment to the Provider of any additional cost of such different Plan option.

20. The Plan, and all protection thereunder, shall be void if:

- (a) the Goods protected thereby are modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Goods,
- (b) the Goods' hour meter is changed or altered, other than by an authorized OEM dealership at the direction of the manufacturer of the Goods,
- (c) the Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
- (d) the Goods are used in any application for which they were not designed to be used,
- (e) the Goods are scrapped, salvaged, stolen, junked, or totaled, or
- (f) misrepresentation has occurred on the Commercial Equipment Service Contract Registration as to the application(s) for which the Goods will be used.

21. Any dispute between the Customer and the Provider in respect of a payment due the Customer or the Provider under the Plan shall be referred to a panel of three (3) unrelated authorized repair facilities for review. The ruling shall be determined by the judgement decided by the majority of the chosen repair facilities. If resolve is not achieved by this process, the dispute shall be referred to an arbitrator, in the state of Tennessee, in accordance with the commercial rules of the American Arbitration Association..

22. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.

23. The following limitations and exclusions may not be allowed by some states and shall not apply to the extent not allowed by applicable state law:

- (a) The Plan shall not protect Goods with respect to failure due to operating conditions, accidents, abuse, misuse, neglect, damage, weathering, or failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual. Failure resulting from these factors is not eligible for reimbursement under the Plan.

- (b) The Provider is not responsible for failure resulting from improper repair, or use of parts that are not authorized by the Provider or genuine authorized remanufactured parts.

- (c) Reimbursement under the Plan shall not extend to the replacement of wear items normally replaced during the term of the Plan period, including, but not limited to, lights, flasher switches, ignition points, fuses and belts, brake or clutch linings, knives, bucket cutting edges and teeth, steel or rubber tracks and track components, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools, universal joints, resistors, disk bands, roller bearings and seals on undercarriage, quick couplers and grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or items replaced solely at the Customer's preference.

(d) Reimbursement under the Plan shall not extend to:

- (i) normal maintenance parts and service, including, but not limited to, replenishment of oils, lubricants, spark plugs, coolants, thermostats, filters, and fuel injectors; provided, however, that lubricants, filters, and coolants may qualify for Plan reimbursement if they require replacement as a direct result of a defect in material or workmanship;
- (ii) costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
- (iii) customer comfort items including, but not limited to: air and water leaks caused by aged weather stripping, carpets and floor mats, faded paint or rust, decals, mirrors, glass, hinges, interior cab moldings and panels, knobs for switches and handles, exterior/interior door latches, radios and tape players, noise, rattles, seat cushions, and squeaks.
- (iv) repairs related exclusively to noise, such as rattles and squeaks;
- (v) Goods covered by warranties or extended warranties, including, but not limited to, tires, batteries, fuel injection, transmissions, engines and advanced farming systems;
- (vi) travel costs associated with transporting Goods to and from the location of repair without the prior written authorization of the Provider, unless the Plan specifies otherwise;
- (vii) failure arising from the use of attachments not authorized in advance in writing by the Provider;
- (viii) failure arising from the storage or deterioration of, or failure to properly maintain, the Goods, or negligence, improper use of the Goods, collision, accident, vandalism, fire, or other peril or casualty, or operation of the Goods beyond their rated capacity or specifications;
- (ix) charges for labor performed other than by a service center authorized in advance in writing by the Provider;
- (x) failure arising from abuse or neglect, including, but not limited to, operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper storage, starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids; or failure arising from non-compliance with instructions provided by the manufacturer to prevent such failure;
- (xi) failure of the Goods, their implements or attachments caused by improper field application, or overloading, beyond the manufacturer's specifications;
- (xii) costs charged for overtime labor costs or out-of-shop expenses;
- (xiii) economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;
- (xiv) the cost of cleaning of Goods, in preparation for servicing;
- (xv) loss or damage of the Goods during shipment;
- (xvi) claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;
- (xvii) the cost of initial setup or installation of any optional equipment or attachments to the Goods;
- (xviii) items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
- (xix) the cost of normal maintenance services, including, but not limited to, checks, adjustments, and shimming, engine tune-ups, replacement of fuses, and engine fuel system cleaning, such as replacing fuel filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, and repair of corrosion, decay and deterioration to items such as radiators and coolers;
- (xx) repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;
- (xxi) claims in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 75% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
- (xxii) claims in respect of the inspection or reconditioning of the Goods;
- (xxiii) any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a protected failure;
- (xxiv) the cost of removing optional equipment or attachments that were installed without the prior written permission of the Provider, including, but not limited to, loaders, duals, and tanks;
- (xxv) Goods sold "as is", other than with the written authorization of the Provider at the time of sale;
- (xxvi) lost or stolen equipment;
- (xxvii) costs related to the failure of a part replaced pursuant to an OEM parts warranty;
- (xxviii) original equipment repair of Goods covered by a warranty issued to the retail purchaser; or repair covered by the manufacturer under a field campaign or recall policy;

(xxix) diagnosis, except according to published OEM labor time schedules in respect of hydraulic pump testing;

(xxx) parts or repairs covered by a warranty supplied by the parts manufacturer;

(xxxi) repairs to remanufactured fuel injection pumps (as such pumps must be replaced);

(xxxii) ensuing loss arising from a failure, including, without limitation, such loss caused by fire;

(xxxiii) severe usage, unless the Plan provides otherwise;

(xxxiv) severe duty applications, including, without limitation, the use of Goods in demolition, foundry, scrap, waste recycling, landfill, mining, tree mowing, or forestry work or in the warehousing of chemicals, unless the Plan specifies otherwise.

(e) Reimbursement under the Plan shall not extend to failure due to tampering with, adjustments or additions of components to, or replacements for Goods, when such actions could contribute to increasing the published horsepower rating of any engine-powered Goods.

(f) Any part installed on the Goods, if such part is under a manufacturer's whole goods warranty or service parts warranty, shall be deemed to be under whichever of such warranties that terminates last.

24. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

25. Only the Provider has any liability in respect of claims made under the Plan.

26. The Plan does not provide protection in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his or her own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further protection under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for further protection under the Plan: site preparation, excavation, pond-building and forestry applications.

27. The terms and conditions set out herein supercede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.

28. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Tennessee.

29. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

30. If the Provider pays for repairs under this Plan and the Customer is also repaid for the same repairs by someone else, the Customer's payment will become the Provider's property up to the amount that the Provider paid for the repairs.



TEREX

TEREX CONSTRUCTION AMERICA'S EXTENDED SERVICE PROTECTION PLAN

Provided by: EPG Insurance, Inc in the United States & Terex Corporation in Canada

This extended service protection plan is not a component life guarantee; it is intended to provide coverage for covered parts – as listed herein – that are defective in material or workmanship. Reference your certificate of coverage declaration page for applicable coverage type.

POWERTRAIN

Covers the following components listed under the Engine, Drive Line, Differential/Final Drive and Transmission

ENGINE

Accessory Gears
 Camshaft
 Camshaft Bearings
 Camshaft Drive Gear
 Connecting Rods & Bearings
 Crankshaft
 Crankshaft Bearings & Gear
 Cylinder Heads
 Cylinder Liners
 Damper
 Drive Train Electronic Control Module
 Engine Block
 Engine Mounts
 Engine Exhaust Brakes
 Engine oil cooler and after cooler
 Engine speed controls & linkages (including fuel shut down solenoids)
 Fuel Transfer Pump(s)
 Flywheel, Ring Gear
 Front & Rear Crankshaft Seals
 Front and Rear Engine Covers
 Injection Pump
 Injectors
 Intake and Exhaust Manifolds and Gaskets
 Oil Hoses (Except due to Freezing)
 Oil Pan
 Oil Pump
 Pistons & Rings
 Rocker Arm Assembly
 Thermostats
 Timing Gears
 Turbocharger
 Valve Cover
 Water Pump
 Water Hoses/Tubes (Except due to Freezing)
and all parts within the above systems

DRIVE LINE

Axle Shaft
 Drive Shaft
 Drive Shaft Support Bearing
 Universal Joints

DIFFERENTIAL / FINAL DRIVE

Differential Housing
 Differential Pinion Gear / Ring Gear
 Drive Axle Hub
 Final Drive Planetary Gears
 Final Drive Pinion
 Planetary Gear Carrier

DIFFERENTIAL / FINAL DRIVE (HYDROSTATIC UNITS)

Control Valve (Travel and Swing and Swing Functions only)
 Hydraulic Drive / Travel Motor
 Hydraulic Drive Pump
 Swing Motor and Swing Gear Box
 Travel & Swing sections of valve, Excludes Dig Functions

TRANSMISSIONS

Clutch Discs (wet only)
 Clutch Plates (wet only)
 Counter Shaft Clutch
 Hydraulic Transmission-Control Valve
 Hydrostatic Motor
 Hydrostatic Transmission Charge Pump
 Hydrostatic Transmission Pump
 Internal Transmission Control Linkage
 Internal Wet Service Brakes
 Main Control Valve Block (including internal harnesses and solenoids)
 PTO Drive
 Splitter Drive
 Torque Converter
 Torque Converter Pump
 Transfer Drive / Drop Box
 Transmission Electronic Control Module
 Transmission Case
 Transmission Gears, Bearings, & Shafts
 Transmission Mounts
 Transmission Pump
 Wet Steering Clutches
and all parts within the above systems

ADDITIONAL POWERTRAIN COVERED COMPONENTS FOR SELECT EQUIPMENT TYPES ARE AS FOLLOWS:

COMPACTION/PAVING EQUIPMENT COMPONENTS

Eccentric Mechanism & Bearings
 Propulsion System Hydraulic Pump Drive
 Reduction Unit
 Splitter box
 Torque Hubs
 Vibration System Hydraulic

LIGHT TOWERS

Generator housing (plus all internal Parts)

POWERTRAIN EXCLUSIONS (ALL EQUIPMENT TYPES)

Air conditioning compressor/clutch, antifreeze, batteries, belts, breathers, brake disc and plates, burnt and/or pitted valves, electrical components, elements, external seals, gages, hoses and fittings (except where listed as covered), lubricants, oil and filters, pulleys, radiator, wiring harnesses, and adjustments

Terms Conditions: 1.1.2010

MPS: Terex Construction Americas ESPP Effective Date: 10.27.2010

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TEREX

TEREX CONSTRUCTION AMERICA'S EXTENDED SERVICE PROTECTION PLAN

Provided by: EPG Insurance, Inc in the United States & Terex Corporation in Canada

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POWERTRAIN PLUS

Covers the Components Listed under *Powertrain Plus* the Components listed under *Hydraulics and/or Electronics*
(Refer to your certificate of coverage)

HYDRAULICS

(everything in Powertrain plus)

Hydraulic cylinders.
Hydraulic oil coolers
Hydraulic Pumps
Hydraulic Valves
Hydraulic Motors
Hydraulic reservoir
Pilot controls.

POWERTRAIN PLUS HYDRAULIC

EXCLUSIONS

External seals, external o-rings and external bonded washers, hoses, quick couplers, filters, pipes, breathers, oil

ELECTRONICS

(everything in Powertrain plus)

Electric Joysticks
Frame Level Control
Gauges
Indicators
Instruments
Motors
Sensors
Solenoid Valves
Starter and Starter Solenoid
Switches
Traction Control System
Voltage Regulator
Wiring Harnesses (Excludes loose or corroded connections)

FULL MACHINE

(Covers components listed under Powertrain, Powertrain + Hydraulics, Powertrain + Electronics, plus the following listed components)

ENGINE

Air to air aftercooler
Engine fan and fan hub
Filter mount
Fuel lines
Fuel tank
Fuel transfer pump & gasket
Oil filler tube
Pulleys
Radiator & mounts

BRAKES

Brake accumulator
Brake coolers
Brake pump, Brake valve
Pressure reducing valve
Unloading valve

FACTORY INSTALLED AIR

Accumulator
Clutch
Compressor
Condenser
Dryer
Evaporator
Expansion valve
Pulley
Seals & gaskets
Temperature control programmers

TRANSMISSION / AXLES /

HYDROSTATICS

Control Rods
External oil lines
Filler tubes (transmission)
Oil Cooler

SUSPENSION

Front Ride Struts
Rear Ride Struts

STRUCTURE

A-frame
Articulation joint (incl pins & bushings)
Backhoe Booms
Bin frame
Car body
C-Frame
Circle frame
Dippers
Draft frame
Engine frame
Equipment frame
Forklift Masts
Grapple arch and grapple boom
Loadall Booms
Loader Arms
Main Frames
Moldboard lift arm
Rollover protection structure (ROPS)
Side frame
Swing frame
Track frame
X-frame
Z-bar

FULL MACHINE EXCLUSIONS

Brake drums, brake calipers, brake linings, brake hoses, carriages, external seals and gaskets, forks, oil leaks, pins and bushings (unless listed as covered), kingpost, loader/backhoe links, "extra-dig" extending dipper wear strips, deterioration due to use of non factory approved attachments, front shovels/buckets, backhoe buckets, including teeth/side-cutters,

WHEEL LOADER



Specifications

Operating Weight	21,385 lbs (9,700 kg)
Net Engine Power	100 hp (74.5 kW)
Tipping load, straight	15,986 lbs (7,251 kg)
Tipping load, articulated	14,002 lbs (6,351 kg)
Operating load	7,002 lbs (3,176 kg)
Bucket Capacity	2.0 – 4.0 yd ³ (1.5 – 3.0 m ³)

* With rear axle weights

Features:

- Hydrostatic drive provides the high speed, low torque effort when you are traveling across a job site, then changes to high torque, low speed when you demand greater traction and more power.
- Transverse-mounted diesel engine provides additional counterweight to the rear of the machine for greater stability and improved loader performance. Transverse mounting also provides ample access for easier engine service.
- Oscillating rear axle provides stable operation on uneven ground while maintaining 4-wheel traction for greater operator comfort and control.
- Single pin articulated joint provides a more stable platform and less need for adjustments and maintenance.
- Hydrostatic drive provides dynamic braking and helps increase service brake life.

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Specifications

Operating Specifications (standard equipment)

Operating weight (SAE J 1197)*	21,385 lbs (9,700 kg)
Tipping load, straight at full reach*	15,986 lbs (7,251 kg)
Tipping load, articulated at full reach*	14,002 lbs (6,351 kg)
Operating load	7,002 lbs (3,176 kg)
Total length, bucket on ground	21' 11" (6.69 m)
Total width	7' 7" (2.30 m)
Turning radius at outside bucket edge	17' 8" (5.40 m)
Wheelbase	9' 1" (2.76 m)
Height (top of cab)	10' 0" (3.05 m)

Engine

Manufacturer, model	Perkins, 1104 D-44T
Type	4-cylinder turbocharged diesel engine, Com III/EPA III
Combustion	4-stroke cycle, direct fuel injection
Displacement	269 in ³ (4,400 cm ³)
Net power rating at 2,300 rpm (SAE J 1349)	100 hp (74.5 kW)
Cooling system	Water

Electrical System

Nominal voltage	24 V
Battery	2 x 12 V / 80 Ah / 720 A

Power Transmission

Hydrostatic drive, closed circuit and independent from loader hydraulics. Automatic adjustment of drawbar pull and speed.

Hydraulic motor power shift providing two speed ranges. Infinitely variable speed control forward and reverse. 4-wheel drive from reduction gear on rear axle via cardan shaft to front axle. Brake inching pedal.

2 speed ranges:	
Low	0 – 3.7 mph (0 – 6 km/h)
High	0 – 12.4 mph (0 – 20 km/h)

Optional high-speed version with 4 speed ranges:		
Low	0 – 3.7 mph (0 – 6 km/h)	0 – 12.4 mph (0 – 20 km/h)
High	0 – 7.5 mph (0 – 12 km/h)	0 – 24.8 mph (0 – 40 km/h)

Drawbar pull	15,287 lbs (6,800 daN)
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Axles

Front: Rigid planetary final drive axle. Limited slip-type differential

Rear: Oscillating (with cushioning) planetary final drive axle with integrated reduction gear. Limited slip-type differential.

Rear axle oscillation	± 12°
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Tires

Standard	15.5 R 25 EM 60 12 PR
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Service Refill Capacities

Fuel tank	37 gal (140 L)
Hydraulic system (including tank)	25 gal (93 L)

* With 1,102 lbs (500 kg) rear axle weights.



Brakes

Service brake: Hydraulically actuated two-circuit power brake system and oil-immersed multi-disc brakes in both axles, acting on all 4 wheels via 4-wheel-drive.

Auxiliary brake: Hydrostatic drive provides dynamic braking

Parking brake: Spring-loaded brake acting on multi-disc brakes on both axle shafts.

Steering

Articulated, 2 steering cylinders with final position damping on both sides, fully hydraulic through Load-Sensing priority valve and quick and easy steering even at engine idle-running speed.

Total steering angle	80°
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Hydraulic System

Pump capacity (standard)	26 gpm (99 Lpm)
Maximum working pressure	4,496 psi (310 bar)

Control unit: Proportional hydraulic valve with 3 control circuits. Simultaneous, independent control of all movements.

Single, four-way control lever (multi-function lever) for 1 tilt and 2 lift cylinders with integrated travel direction selector switch and switch for additional control circuit.

Float position in control circuit "lowering," electro-hydraulically operated. Additional control circuit electrically operated with preselection of flow rate and impulse/continuous operation.

Loader Frame

Loader frame with modified parallel lift linkage. Direct mount (pin-on) buckets and attachments. Hydraulic quick-mount hitch (QMH), optional.

General purpose bucket (SAE J 742)	2.1 yd ³ (1.6 m ³)
Lift capacity at ground level (SAE J 732)	19,221 lbf (85,500 N)
Breakout force at bucket edge (SAE J 732)	19,334 lbf (86,000 N)

Fork Lift Attachment

Operating load (SAE J 1197)	5,291 lbs (2,400 kg)
Width of fork carrier	6' 3" (1.90 m)
Fork tines: 3' 8" (1.12 m) long; 5.5" (140 mm) wide; 1.97" (50 mm) tall	
Stability factor on level and solid ground	1.25
Load center from fork attachment point	20" (500 mm)

Operator Station

Cab featuring: Two doors, electric windshield intermittent wipers and washer (front and rear). Tinted panoramic safety glass and sliding window on left-hand side.

Sound level values in compliance with EC-directives.

Rubber-mounted full-vision steel cab Windshield defroster, front and rear.

Operator's seat with hydraulic cushioning and lap belt Weight-adjustable, in compliance with ISO 7096 and ISO 6683.

Cab heating with 3-speed heater fan (fresh air or recycled air) ROPS (to SAE J 1040) and FOPS (to SAE J 231) certified.

Automatic climate control. Tilt adjustable steering wheel.

Wiring for radio pre-installed. 2 front and 2 rear working floodlights.

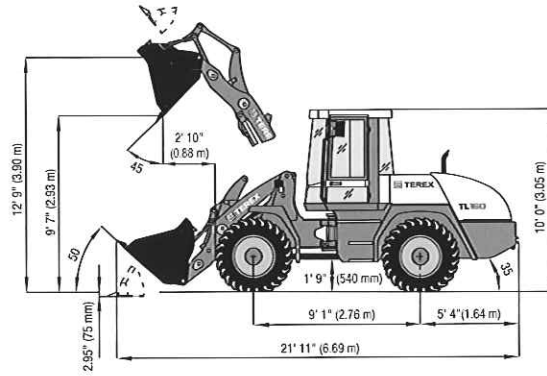
*FOPS - approved only with skylight guard (optional).



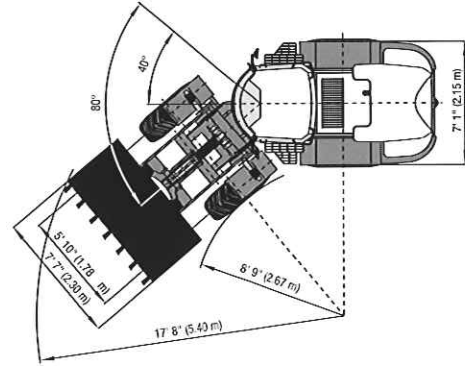
Dimensions

TL160

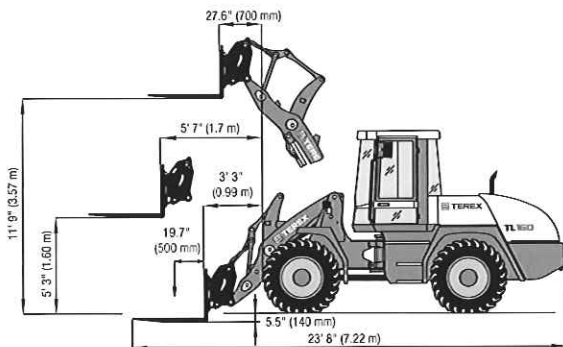
Dimensions: General Purpose Bucket



Rate capacity in compliance with ISO 7546: 2.1 yd³ (1.6 m³)
 Max density of material: 3,000 lbs/yd³ (1.8 t/m³)

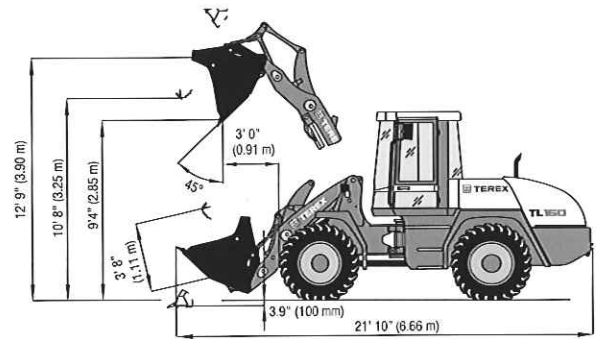


Dimensions: Fork Lift Attachment



*Payload over total lift range: 7,055 lbs / 3,200 kg
 *Payload, transport position: 7,716 lbs / 3,500 kg
 *With rear axle weights

Dimensions: Multi-Purpose Bucket



Rate capacity in compliance with ISA 7546: 1.6 yd³ (1.25 m³)
 Max density of material: 2,700 lbs/yd³ (1.6 t/m³)

Dimensions: Buckets

	Capacity	Density	Width	Dump Height
General purpose bucket, QMH*	2.0 yd ³ (1.5 m ³)	3,000 lbs/yd ³ (1.8 t/m ³)	90.5" (2,300 mm)	114" (2,890 mm)
General purpose bucket, QMH*, cutting edge	2.0 yd ³ (1.5 m ³)	3,000 lbs/yd ³ (1.8 t/m ³)	90.5" (2,300 mm)	112" (2,850 mm)
General purpose bucket, directly mounted	2.1 yd ³ (1.6 m ³)	3,000 lbs/yd ³ (1.8 t/m ³)	90.5" (2,300 mm)	115" (2,930 mm)
Gen. purpose bucket, dir. mounted, cutting edge	2.1 yd ³ (1.6 m ³)	3,000 lbs/yd ³ (1.8 t/m ³)	90.5" (2,300 mm)	114" (2,890 mm)
Earth bucket, QMH*	2.2 yd ³ (1.7 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	114" (2,890 mm)
Earth bucket, QMH*, cutting edge	2.2 yd ³ (1.7 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	110" (2,790 mm)
Earth bucket, directly mounted	2.3 yd ³ (1.8 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	110" (2,800 mm)
Earth bucket, directly mounted, cutting edge	2.3 yd ³ (1.8 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	109" (2,760 mm)
Multi-purpose bucket, QMH*	1.6 yd ³ (1.25 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	114" (2,890 mm)
Multi-purpose bucket, QMH*, cutting edge	1.6 yd ³ (1.25 m ³)	2,700 lbs/yd ³ (1.6 t/m ³)	90.5" (2,300 mm)	112" (2,850 mm)

Material Density

Granite, Sand (damp), Gravel (damp), Slate	3,000 - 3,708 lbs/yd ³ (1.8 - 2.2 t/m ³)	Wood chips (dry), Compost, Coke:	1,854 - 2,697 lbs/yd ³ (1.1 - 1.6 t/m ³)
Earth (damp), Sand (dry), Gravel (dry)	2,528 - 3,000 lbs/yd ³ (1.5 - 1.8 t/m ³)	Topsoil, Clay, Mineral Coal:	337 - 1,685 lbs/yd ³ (0.2 - 1.0 t/m ³)

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Optional Equipment

Operator Station / Cab

Air-cushioned operator's comfort seat with orthopedic lumbar support and adjustable armrests and headrest.	
Right-hand door with sliding window	Yellow beacon
Independent diesel heating with timer	

Loader Attachments

General purpose bucket*: 2.1 yd ³ (1.6 m ³)	Earth bucket*: 2.2 yd ³ (1.7 m ³)
High-tip bucket: 2.0 yd ³ (1.5 m ³)	Fork lift attachment with forks
Light-material bucket*: 2.9 yd ³ (2.2 m ³)	Sweeper, snow blade
Light-material bucket*: 3.4 yd ³ (2.6 m ³)	Load hook attachable on pallet forks
Multi-purpose bucket*: 1.6 yd ³ (1.25 m ³)	Load hook integrated in quick-attach system

Quick-Mount Hitch (QMH)

QMH-Mechanically actuated

*Optional bolt-on cutting edge

Tires

16/70-20 EM 10 PR E 91-2 Dunlop
405/70 R 20 XZSL, Michelin
405/70 R 20 SPT 9 Dunlop
405/70 R 20 MPT E-70 Continental
420/75 R 20 XM LL Michelin

Diesel Engine - optional equipment

Diesel exhaust cleaner
Alternative fuels available on request.

Other Options

High-speed version	24.8 mph (40 km/h)
Filling with biodegradable hydraulic oil / Ester Base BIO-E-HYD-HEES	
Ride control system	
Outlet for hydraulic hand-held hammer	
Special creep versions available on request	
Immobilizer (anti-theft device)	
Quick couplers (flat face) for 3rd control circuit on lift frame	

Other attachments and tire options available on request.

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Effective Date: October, 2010. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks, or trade names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. © 2010 Terex Corporation.

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 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

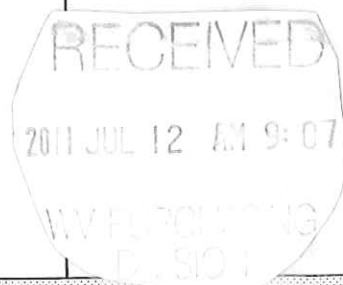
SHIP TO

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
06/13/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/15/2011 @1:30 P.M.						
TO: 06/29/2011 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		760-47	\$101,900.00	\$101,900.00
***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:						\$101,900.00



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. Cloer</i>	TELEPHONE (724) 437-1578	DATE 6/27/11
TITLE V. PRESIDENT	FEIN 25-1389795	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
7011EC22

PAGE
1

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

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO
 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		760-47	\$101,900.00	\$101,900.00
4 WHEEL DRIVE RUBBER TIRED ENLOADER						
***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:						\$101,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael W. Ch...</i>	TELEPHONE (724) 437-1578	DATE 6/27/11
TITLE V. PRESIDENT	FEIN 25-1389795	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #3
(ADDENDUM FROM PREBID MEETING)
7011EC22

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

CHANGES TO SPECIFICATIONS:

FROM:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence Only
The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacturer.

TO:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence Only
The unit specified herein and offered to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacturer.

VENDOR QUESTION:

- 8.1.1 **Unit shall have a breakout force of 14,000 pounds minimum.**
Our machine has a breakout force of 17,342 – could we raise the requirement?
RESPONSE: No change required – meets minimum

VENDOR QUESTION:

- 8.2 Overall length (bucket lowered) 23 foot approximately.
Our machine is 21' 1" – does that meet the “approximate” spec? If not, could we lower the requirement?
RESPONSE: No change required

VENDOR QUESTION:

- 8.3.1 Tipping load straight
Our machine has a straight tipping load of 12,218 lbs. – could we lower the requirement?
RESPONSE: No change required

VENDOR QUESTION:

- 8.8.1 Engine to be a minimum power rating of 98 HP and shall be Tier 3 compliant with appropriate hardware. Our machine us 95 HP net, 101 HP gross and is Tier 2 compliant – could we change the HP rating to 95 HP net and drop the Tier requirement?
RESPONSE: Change to read “Engine to be a minimum power rating of 98 HP”.

VENDOR QUESTION:

- 8.8.3 Engine shall have an engine block water heating element (1500-2000 watt). Engine shall have a cold weather starting system consisting of an electric intake manifold pre-heater.
 Our machine has a 1000 watt block heater and glow plugs – could we lower the wattage and change the verbage to read “glow plugs”.
RESPONSE: No change required

VENDOR QUESTION:

- 8.16.2 Transmission to have four (4) forward speeds and four (4) reverse with a forward ground speed of minimum of 23 mph. A hydrostatic transmission machine does not have forward gears and reverse gears. Our machine has 2 forward speeds (high and low) and reverse. The top speed in high speed is 20 mph – can we adjust the top speed down and change the wording on the gears?
RESPONSE: Change to read “Transmission to have high/low, forward and reverse with a ground speed of **minimum 23 mph.**”

VENDOR QUESTION:

- 8.21.2 Wheels shall be manufacturer’s recommended size for unit bid. We would like to clarify a tire size to make sure everyone is on the same page – we would suggest a 17.5R25
RESPONSE: Note statement is from 8.21.1 - No change required

VENDOR QUESTION:

- 8.22.13 Unit shall have adjustable tilt and telescoping steering wheel for easier operator control. Our unit has adjustable tilt, but not telescoping
RESPONSE: Note – specification is “should have” – No change required

VENDOR QUESTION:

8.24.1 Tachometer – Our unit does not have a tachometer

RESPONSE: Not mandatory – No Change Required

VENDOR QUESTION:

8.24.8 Transmission oil temperature indicator

A hystat machine does not have transmission oil – needs changed to Hydraulic Oil temperature Indicator

RESPONSE: Change to read “Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator”

VENDOR QUESTION:

8.24.9 Transmission oil pressure indicator – Same as above – needs changed to Hydraulic Filter Bypass Indicator

RESPONSE: Delete 8.24.9 – “Transmission oil pressure indicator”

VENDOR QUESTION:

8.25.1 The general purpose bucket shall be 1.75 cubic yard minimum with a bolt on cutting edge and a 2.1 cubic yard heaped capacity approximate. This is a large bucket for this size machine. Our bucket is 1.4 cubic yard minimum and 1.7 cubic yard heaped capacity – could we lower it?

RESPONSE: No Change Required

ADDENDUM #3
 (ADDENDUM FROM PREBID MEETING)
 7011EC22

4 WHEEL DRIVE RUBBER TIRED ENDLOADER

CHANGES TO BIDDER'S EVALUATION REPORT:

CHANGE BID OPENING FROM ADDENDUM #1:
 NO CHANGE REQUIRED TO BIDDER'S EVALUATION REPORT

X6.1 NO CHANGE REQUIRED TO BIDDER'S EVALUATION

NO CHANGE REQUIRED

X8.1.1 Breakout force: 9,334 pounds

NO CHANGE REQUIRED

X8.2 Overall length (bucket lowered): 21 foot

NO CHANGE REQUIRED

X8.3.1 Tipping load straight: 15,986 pounds

FROM:

X8.8.1 Engine power rating of HP and is Tier 3 compliant with appropriate hardware Y_N

TO:

X8.8.1 Engine power rating of 100 HP

NO CHANGE REQUIRED:

X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)? X YES NO

Does engine have cold weather starting system consisting of an electric intake manifold pre-heater? X YES NO

FROM:

X8.16.2 Number of forward speeds_ Number of reverse speeds_
Forward ground speed: _HP

TO:

X8.16.2 Does transmission have high/low X YES NO
forward and reverse X YES NO Ground speed 100 MPH

NO CHANGE REQUIRED:

X8.21.1 Are wheels manufacturers recommended size for unit bid? X YES NO
Specify size: 12 X 25

NO CHANGE REQUIRED:

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

NO CHANGE REQUIRED:

X8.24.1 Tachometer? X YES NO

FROM:

X8.24.8 Does unit have transmission oil temperature indicator? YES N

TO:

X8.24.8 Transmission oil and/or hydraulic oil temperature indicator or hydraulic filter bypass indicator X YES NO

DELETE:

X8.24.9 Does unit have transmission oil pressure indicator? Y N

NO CHANGE REQUIRED:

X8.25.1 General purpose bucket capacity: 2 Cu Yd

Bolt on cutting edge X YES NO Heaped capacity: 2.1 Cu Yd



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

VENDOR

*709015804 724-437-1578
 UNIONTOWN INDUSTRIAL EQUIP CO
 2266 UNIVERSITY DR
 LEMONT FURNACE PA 15478

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
06/23/2011				

BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/29/11 @ 1:30 P.M.						
TO: 07/13/11 @ 1:30 P.M.						
0001	1	EA		760-47	\$101,900.00	\$101,900.00
4 WHEEL DRIVE RUBBER TIRED ENLOADER						
***** THIS IS THE END OF RFQ 7011EC22 ***** TOTAL:						\$101,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael Wilber* TELEPHONE (724) 437-1578 DATE 7/6/11

TITLE V. PRESIDENT FEIN 25-1389795 ADDRESS CHANGES TO BE NOTED ABOVE

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

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:**
 X 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: Uniontown Industrial Equip.

Signed: 

Date: 6/10/11

Title: V. president

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

RFQ No. 7011EC22

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 owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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: Uniontown Industrial Equipment Co Inc

Authorized Signature: *Michael W. [Signature]* Date: 6/10/11

State of Pennsylvania

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 10th day of June, 2011.

My Commission expires June 29, _____, 2011

AFFIX SEAL HERE

NOTARY PUBLIC

Tammy L. Mauk

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tammy L. Mauk, Notary Public
Bullskin Twp., Fayette County
My Commission Expires June 29, 2011
Member, Pennsylvania Association of Notaries