



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
708EC016

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

***709034551 02 304-842-3511**
RISH EQUIPMENT COMPANY
PO BOX 906
BRIDGEPORT WV 26330

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
07/08/2008				

BID OPENING DATE: **07/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		929-68	\$ 96,920.00	\$ 96,920.00
<p>MULTI PURPOSE ROAD MAINTENANCE UNIT</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE MULTI - PURPOSE ROAD MAINTENANCE UNIT WITH ROTARY GRINDER, PAVING SCREED, SHOULDER BUILDING ATTACHMENT AND TACK TANK PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITAL COMPLEX, BUILDING 15, 2019 WASHINGTON ST. EAST, CHARLESTON WV 25305 AT 10:00 AM ON 07/24/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST.) ON FRIDAY 07/18/08. NO FUTHER QUESTIONS WILL BE ACCEPTED AFTER THE DATE STATED.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p>						

RECEIVED
 2008 JUL 30 P 12:48
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Paul Calvert</i>	TELEPHONE (304) 842-3511	DATE 07-29-08	
TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia
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 Purchasing Division
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304-558-2402

VENDOR

*709034551 02 304-842-3511
RISH EQUIPMENT COMPANY
PO BOX 906

BRIDGEPORT WV 26330

SHIP TO

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

DATE PRINTED 07/08/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/30/2008 BID OPENING TIME 01:30PM				

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<p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Culbert</i>	TELEPHONE (304) 842-3511	DATE 07-29-08
TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RODNEY RISH

*709034551 02 304-842-3511
RISH EQUIPMENT COMPANY
PO BOX 906

BRIDGEPORT WV 26330

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DIVISION OF HIGHWAYS
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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD</p>						

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VENDOR

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<p>MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p>						

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SIGNATURE <i>Paul Cabernet</i>	TELEPHONE (304) 842-3511	DATE 07-29-08
TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE

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RISH EQUIPMENT COMPANY

***709034551 02 304-842-3511**
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.: 708EC016		
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						
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	
					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (304) 842-3511	DATE 07-29-08
-----------	-----------------------------	------------------

TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY RISH EQUIPMENT COMPANY .07-29-08.. DATE		
	REV. 11/96					
	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).					
	A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:					
	<input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR					

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SIGNATURE <i>Paul Cabert</i>	TELEPHONE (304) 842-3511	DATE 07-29-08	
TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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SIGNATURE	TELEPHONE	DATE
<i>Paul Calvert</i>	(304) 842-3511	07-29-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	54-139-0608-004	

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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>RISH EQUIPMENT COMPANY</u></p> <p>DATE: <u>07-29-08</u></p> <p>SIGNED: <u><i>Paul Calvert</i></u></p> <p>TITLE: <u>GENERAL MANAGER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						

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SIGNATURE <u><i>Paul Calvert</i></u>	TELEPHONE <u>(304) 842-3511</u>	DATE <u>07-29-08</u>
TITLE <u>General Manager</u>	FEIN <u>54-139-0608-004</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 503-1-C

MULTI-PURPOSE ROAD MAINTENANCE UNIT
WITH ROTARY GRINDER, PAVING SCREED, SHOULDER BUILDING ATTACHMENT,
AND TACK TANK

1.0 PURPOSE

It is the purpose of these specifications to describe a versatile multi-purpose road maintenance unit with a rotary grinder, paving screed, shoulder building attachment, and tack tank (hereinafter referred to as 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, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, 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 may also be grounds for immediate disqualification at the discretion of the State.

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

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on 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 shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the 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 120 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall**

be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 30 calendar days after 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.**

Prices for the units shall be in quantities of 1-5, 6-10, and 11 and over. However, for evaluation purposes, we will use quantities 1-5. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2008 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon

delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

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

6.3 TRAINING:

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

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual 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 Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if

applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

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:

Unit shall be LeeBoy Model 1200S or equal

7.1 Towing:

7.1.1 Unit shall have adjustable, heavy duty, hydraulic tongue

7.1.2 Shall be able to tow at up to 45 MPH

7.1.3 Must be easily connected and disconnected to tow vehicle

7.1.4 Movement between jobs shall be quick and efficient

7.2 Shoulder Attachment:

7.2.1 To convey and spread dirt, sand, gravel, or any asphalt material

7.2.2 Should cover 28 inches to 40 inches in widening or building up low shoulders

7.3 On-Board Tank/Emulsified Liquid Asphalt Distributor System:

7.3.1 Tank size: Should be 100 gallon

7.3.2 Burners: Propane

7.3.3 Pump: Hydraulic driven

7.3.4 Hose:

7.3.4.1 Unit must have self winding hose**7.3.4.2 Unit to have minimum 40 foot of hose****7.3.4.3 Must have hand held spray wand**

7.4 Power Train:

7.4.1 **Engine: Shall be Diesel Hatz Silent Pack or equal**

7.4.2 74 HP

7.4.3 **Engine shall have safety shutdown features**

7.5 Transmission:

7.5.1 Shall be variable hydrostatic (front wheel drive)

7.6 Dimensions of unit:

7.6.1 Weight: 8500 lbs.

7.6.2 Length: 12 feet

7.6.3 Width: 8 feet 6 inches

7.6.4 Height: 8 feet

7.6.5 Receiving Hopper:

7.6.5.1 Capacity: 2.5 Tons

7.6.5.2 Width: 111 inches

7.6.6 Hopper must have hydraulic folding wings

7.7 Rotary Grinder:

7.7.1 Raising and lowering shall be done hydraulically

7.7.2 Dimensions:

7.7.2.1 Width: 24 inches

7.7.2.2 Diameter: 16 inches

7.7.3 Grinder must be able to pivot up to 15 degrees from horizontal

7.7.4 Rotary grinder shall be variable hydrostatic driven

7.8 Paving Screed:

7.8.1 Should telescope from 38 inches to 62 inches

7.8.2 Shall be able to be adjusted up to 15 degrees from horizontal

7.8.3 Must have an auger that provides even distribution of material

7.8.4 Shall have adjustable end gates that will provide square edges

7.8.5 Unit to have underlay pan that modifies the screed so operator can pave a narrow strip up to 24 inches wide

7.9 Tires

7.9.1 Front: 5.70 x 8.00 (8 ply)

7.9.2 Rear: 9.00 x 14.5 (12 ply)

7.10 Capacities:

7.10.1 Fuel tank: 15 gallon

7.10.2 Hydraulic reservoir: 52 gallon

7.11 Lighting:

7.11.1 Unit will have rotating yellow safety beacon

17 7.12 Painting:

7.12.1 Unit to be prepped and painted manufacturers standard process and colors

713 Unit shall include all other features considered as standard equipment but not specifically addressed above.

7.14 Advertising:

7.14.1 Visible decals or name plates or painted on names representing the Manufacturer or model number or trademark appearing on the exterior surface of the unit should be minimal.

7.15 Vendor must certify that the unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" and subsequent amendments.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 503-1-C

OPEN END CONTRACT
MULTI-PURPOSE ROAD MAINTENANCE UNIT WITH
ROTARY GRINDER, PAVING SCREED, SHOULDER BUILDING ATTACHMENT, AND TACK TANK

NOTE TO BIDDER: Procurement Specification No. 503-1-C, 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.: 708EC016

Bidder's Name: RISH EQUIPMENT COMPANY

Address: 100 HELIPORT LOOP (P. O. BOX 906), BRIDGEPORT, WV 26330

Telephone Number: (304) 842-3511

Years Bidder has been registered to do business with the State of West Virginia: 23 YRS.

Years Company has been an authorized dealer for proposed unit: 19 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: Appx. 120 Calendar Days After Receipt of
Purchase Agreement

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 Prices for units:	1-5	\$ 96,920.00	per unit
	6-10	\$ 96,920.00	per unit
	11 and over	\$ 96,920.00	per unit

X6.0 SPECIFICATIONS - GENERAL

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

LEEBOY 1200S ASPHALT MAINTAINER/PATCHER 2008

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

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

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL _____ ENGINE _____

AIR INNER _____ TRANSMISSION _____

AIR OUTER _____ POWER STEERING _____

FUEL PRIMARY _____ HYDRAULIC _____

FUEL SECONDARY _____ DIFFERENTIALS _____

COOLANT _____ BRAKE FLUID _____

HYDRAULIC _____ COOLANT _____

OTHER _____ OTHER _____

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to 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)
 STANDARD FACTORY WARRANTY FOR 2 YEARS. COPY ATTACHED.

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

ALL WORK IS TO BE PERFORMED AT RISH EQUIPMENT COMPANY UNLESS WVDOH HAS PRIOR APPROVAL.

LOCATIONS LISTED BELOW

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

BLUEFIELD, WV, ST. ALBANS, WV, BECKELY, WV, BRIDGEPORT, WV & LOGAN, WV.

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

A.	Terms: Net 30	Manufacturer's published list price less:	<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	\$ <u>75.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>75.00</u> per mechanic hour _____ ; port to port _____
C.	Mileage Charge (Specify if one-way)	\$ <u>3.00</u> per vehicle mile _____ ; port to port _____
D.	Field Mechanic Rate	\$ <u>80.00</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>1 YEAR</u>
F.	Surcharge for miscellaneous items:	<u>4 % OF LABOR</u> %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: LEEBOY Model: 1200S

X7.1 Towing:

X7.1.1 Does unit have adjustable, heavy duty, hydraulic tongue X YES NO

X7.1.2 Unit is able to tow at up to 45 MPH

X7.1.3 Is it easily connected and disconnected to tow vehicle X YES NO

X7.1.4 Will movement between jobs be quick and efficient X YES NO

X7.2 Shoulder Attachment:

X7.2.1 Convey and spread dirt, sand, gravel, or any asphalt material X YES NO

X7.2.2 Covers 28 inches to 40 inches in widening or building up low shoulders X YES NO

X7.3 On-Board Tank/Emulsified Liquid Asphalt Distributor System:

X7.3.1 Tank size: 100 gallonX7.3.2 Burners: PROPANEX7.3.3 Pump: Hydraulic driven YES NO

X7.3.4 Hose:

X7.3.4.1 Does unit have self winding hose YES NOX7.3.4.2 Length of hose: 40 feetX7.3.4.3 Does unit have hand held spray wand YES NO

X7.4 Power Train:

X7.4.1 Engine: HATZ DIESEL SILENT PACKX7.4.2 HP: 74X7.4.3 Does unit have safety shutdown features YES NO

X7.5 Transmission:

X7.5.1 Is it variable hydrostatic (front wheel drive) YES NO

X7.6 Dimensions of unit:

X7.6.1 Weight: 10,200 lbs.X7.6.2 Length: 12' 10" feetX7.6.3 Width: 8' 6"X7.6.4 Height: 8' 3" feet

X7.6.5 Receiving Hopper:

X7.6.5.1 Capacity: 2.5 TonsX7.6.5.2 Width: 111 inchesX7.6.6 Does hopper have hydraulic folding wings YES NO

X7.7 Rotary Grinder:

X7.7.1 Is raising and lowering done hydraulically YES NO

X7.7.2 Dimensions:

X7.7.2.1 Width: 24 inches

X7.7.2.2 Diameter: 16 inches

X7.7.3 Grinder is able to pivot up to 15 degrees from horizontal

X7.7.4 Is rotary grinder variable hydrostatic driven YES NO

X7.8 Paving Screed:

X7.8.1 Telescopes from 38 inches to 62 inches

X7.8.2 Is able to be adjusted up to 15 degrees from horizontal

X7.8.3 Does it have an auger that provides even distribution of material YES NO

X7.8.4 Does it have adjustable end gates that will provide square edges YES NO

X7.8.5 Does unit have underlay pan that modifies the screed so operator can pave a narrow strip up to 24 inches wide YES NO

X7.9 Tires:

X7.9.1 Front: 5.70 x 8.00 8 ply

X7.9.2 Rear: 9.00 x 14.5 12 ply

X7.10 Capacities:

X7.10.1 Fuel tank: 15 gallon

X7.10.2 Hydraulic reservoir: 52 gallon

X7.11 Lighting:

X7.11.1 Will unit have rotating yellow safety beacon YES NO

X7.12 Painting:

X7.12.1 Will unit be prepped and manufacturers standard process and colors YES NO

X7.13 Will unit include all features considered as standard but not addressed YES NO

X7.14 Will unit conform to advertising guidelines YES NO

X7.15 Will unit comply with OSHA standards YES NO

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

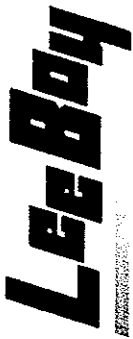
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission,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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: RISH EQUIPMENT COMPANYAuthorized Signature: Paul CalvertDate: 07-29-2008



LeeBoy
 688 North Highway 16
 Denver, NC 28037
www.leeBoy.com

**TWO (2) YEAR
 LIMITED WARRANTY**

WARRANTY

1. If a defect in material or workmanship is found and the authorized Dealer is notified during the warranty period, LeeBoy will repair or replace any part or component of the unit or part that fails to conform to the warranty during the warranty period.
2. The warranty will begin upon the completion of the warranty form by the initial customer and will expire after (24) months have passed. The Warranty Card must be filled out within ten (10) days of delivery of the unit.
3. Engines and truck chassis are warranted by their manufacturers and may have warranty coverage that differs from that of LeeBoy.
4. Replacement parts furnished by LeeBoy are covered for the remainder of the warranty period applicable to the unit or component in which such parts are installed.
5. LeeBoy has the right to repair any component or part before replacing it with a new part.
6. All new replacement parts purchased by a LeeBoy dealer will carry a six (6) month warranty. Remanufactured parts purchased by a LeeBoy dealer will carry a ninety (90) day warranty.

LIMITATIONS

LeeBoy has no obligation under this warranty for:

1. Any defects caused by misuse, misapplication, negligence, accident or failure to maintain or use in accordance with the most current operating instructions.
2. Unauthorized alterations.
3. Defects or failures caused by any replacement parts or attachments not manufactured by or approved by LeeBoy.
4. Failure to conduct normal maintenance and operating service, including without limitation, providing lubricants, coolant, fuel, tune-ups, inspections or adjustments.

5. Unreasonable delay, as established by LeeBoy, in making the applicable units or parts available upon notification of a service notice ordered by LeeBoy.
6. The warranty responsibility on all engines and/or truck chassis rests with the respective manufacturer.
7. LeeBoy may have support agreements with some engine and/or truck chassis manufacturers for warranty and parts support.

ITEMS NOT COVERED

LeeBoy is not responsible for the following:

1. Charges for travel time, mileage, or overtime.
2. Charges related to transporting the product to and from the place at which warranty work is performed.
3. Airfreight charges related to transporting repair parts to the place at which warranty work is performed.
4. All used units or used parts of any kind.
5. Repairs due to normal wear and tear, or brought about by abuse or lack of maintenance of the equipment, except for premature failures.
6. Attachments not manufactured or installed by LeeBoy.
7. Liability for incidental or consequential damages of any type, including, but not limited to lost profits or expenses of acquiring replacement equipment.
8. Miscellaneous charges.

OTHER WARRANTIES

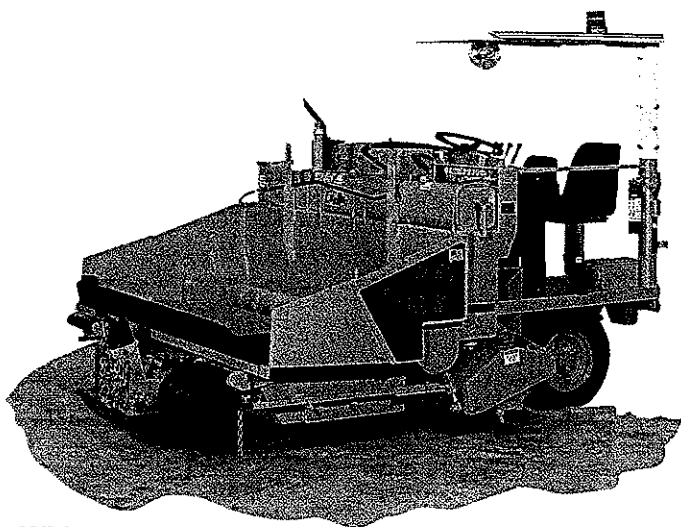
THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED, STATUTORY AND IMPLIED WARRANTIES APPLICABLE TO UNITS, ENGINES, OR PARTS WITHOUT LIMITATION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, OR ALLEGED NEGLIGENCE OR LIABILITY WITHOUT FAULT, SHALL LEEBOY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, COST OF CAPITAL, COST OF SUBSTITUTED EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR COSTS OR CLAIMS OF CUSTOMERS, PURCHASERS OR LESSEES FOR SUCH DAMAGES.

Lee Boy

Asphalt Maintainer/Patcher

1200 Series

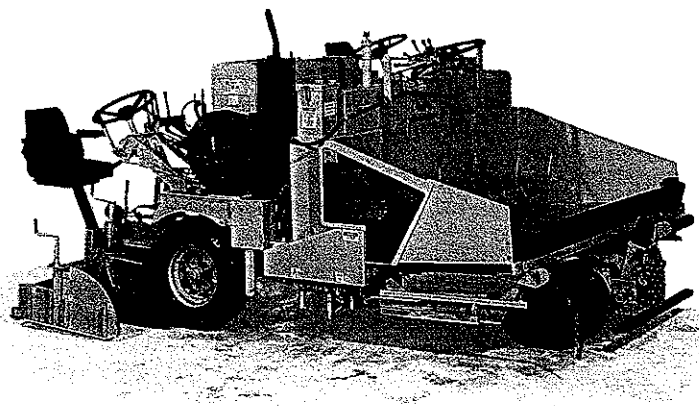
1200 S Asphalt Maintainer/Patcher



Complete With:

- 74 HP Hatz Silent Pack Engine
- Heavy-Duty Hydraulic Towing Tongue
- 100-Gallon Tack Distribution System
- 24-Inch Wide Grinder
- 38 to 62-Inch Paving Width
- 28" to 40" Shoulder Attachment
- 2.5 Ton Hopper Capacity

1200 U Asphalt Utility Paver



Featured With:

- 37 HP Hatz Silent Pack Engine
- Heavy-Duty Hydraulic Towing Tongue
- 38 to 62-Inch Paving Width
- 2.5 Ton Hopper Capacity

**Designed with the
Paving Professional
in Mind.**

Best In Class

LeeBoy

Road Maintenance Versatility

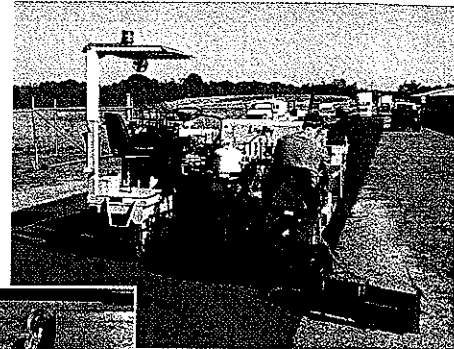
The 1200 S Asphalt Maintainer/Patcher is a versatile, multi-purpose road maintenance unit. It features a rotary grinder, paving screed, shoulder building attachment and tack tank, all in one easy to operate unit.

The 1200 S Asphalt Maintainer/Patcher is a cost-effective unit that efficiently utilizes labor and makes a broad range of roadway repairs possible. Its durable design makes it ideal for utility cut and pothole repair, roadway shoulder building, paving, road profiling and road widening.

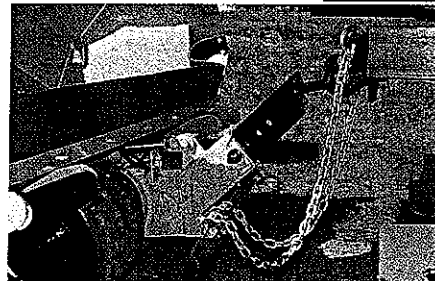
The 1200 Series features an adjustable, heavy-duty, hydraulic tongue for towing at up to 45 mph. It can be easily connected and disconnected, making movement between jobs quick and efficient.

The shoulder build-up attachment, standard on the 1200 S and optional on the 1200 U, conveys and spreads dirt, sand, gravel or any asphalt material for either widening or building up low shoulders from 28" to 40".

The on-board tack/emulsified liquid asphalt distributor system is standard on the 1200 S and optional on the 1200 U. It consists of a 100-gallon tank, propane burners, hydraulic driven pump, a self-winding hose reel and 40 foot of hose with a hand-held spray wand.



Shoulder Build-up



Towing Package



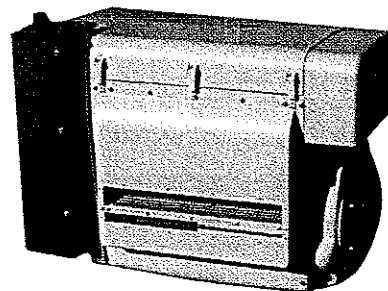
Tack/Asphalt Distributor

Power Train

Hatz Silent Pack Engine

The 1200 S Asphalt Maintainer/Patcher features the 74 HP Hatz Silent Pack engine with turbo pre-filter and safety shutdown features.

The 1200 U Asphalt Utility Paver features the 37 HP Hatz Silent Pack engine.

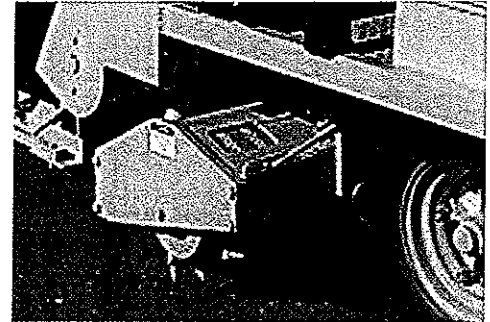




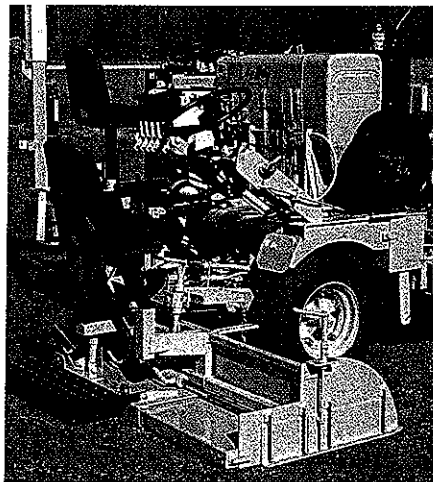
Features and Options

Rotary Grinder

The rotary grinder, standard on the 1200 S, raises and lowers hydraulically allowing the operator to grind out areas in need of repair, leaving smooth, straight edges. The ground out material may be used for base or recycling. The 24"-wide direct-drive grinder pivots up to 15 degrees from horizontal, making it ideal for refurbishing shallow curbing.



LeeBoy Traditional Paving Screed



The propane heated paving screed on the 1200 Series telescopes from 38" to 62" and can be adjusted up to 15 degrees from horizontal. An auger provides even distribution of material and adjustable end gates provide square edges.

Using an underlay pan, the traditional screed is easily modified to pave a narrow strip up to 24" wide.

The 2.5-ton receiving hopper features hydraulic folding wings similar to the LeeBoy 1000 Series Pavers.

LeeBoy Quality, Reliability and Product Support

We understand how important our products are to your business. Quality, reliability and product support are our top priority. LeeBoy products are manufactured and designed by construction equipment experts using the finest components and the highest quality workmanship. Independent LeeBoy Dealers provide great sales, service and parts support worldwide. LeeBoy Sales Representatives, with more than 500 combined years of paving experience, support our Dealers and you by providing on-site start-up training to every customer who buys a 1200 Series product. Genuine LeeBoy parts are available for all LeeBoy products for fifteen years from the initial service date. LeeBoy products are made with the paving professional in mind.

Configuration Checklist

	<u>1200 S</u>	<u>1200 U</u>
12 Month Warranty With Unlimited Hours	✓	✓
74 HP Hatz Silent Pack Diesel Engine	✓	Not Offered
37 HP Hatz Silent Pack Diesel Engine	Not Offered	✓
2.5 Ton Capacity Receiving Hopper	✓	✓
Telescoping Screed - 38" to 62"	✓	✓
Rotating Yellow Safety Beacon	✓	✓
Towing Package	✓	✓
Two Seats	✓	✓
24" Wide Grinding Head	✓	Not Offered
100-Gallon Tack Distribution System	✓	Optional
Shoulder Attachment - 28" to 42"	✓	Optional
Telescoping Screed - 42" to 72"	Optional	Optional
Light Package With Rotating Beacon	Optional	Optional
Gauge Package (Oil, Volt, Fuel)	Optional	Optional

Specifications

	1200 S Asphalt Maintainer/Patcher	1200 U Asphalt Utility Paver
Engine		
Make	Hatz Silent Pack Diesel	Hatz Silent Pack Diesel
Performance	74 HP	37 HP
Dimensions		
Weight	10,200 lbs (4627 kg)	9,000 lbs (4083 kg)
Length	12'10" (3.91 m)	12'10" (3.91 m)
Width	8' 6" (2.6 m)	8' 6" (2.6 m)
Height	8' 3" (2.52 m)	8' 3" (2.52 m)
Receiving Hopper		
Capacity	3 Ton (2726 kg)	3 Ton (2726 kg)
Width	111" (2.8 m)	111" (2.8 m)
Transmission	Variable Hydrostatic Front-Wheel Drive	Variable Hydrostatic Front-Wheel Drive
Rotary Grinder		
Dimensions	24" wide (61 cm) 16" diameter (40 cm)	—
Hydrostatic Drive	Variable	
Discharge Conveyor		
Belt Width	16" wide (41 cm)	16" wide (41 cm)
Paver		
Screed	38" to 62" (.97 to 1.6 m)	38" to 62" (.97 to 1.6 m)
Tack Tank		
Capacity	100 Gal. (379 l)	Optional
Heat	Propane	
Hand Wand	40' Hose (12.2 m)	
Tires		
Front	5.70 x 8.00 (8 ply)	5.70 x 8.00 (8 ply)
Rear	9.00 x 14.5 (12 ply)	9.00 x 14.5 (12 ply)
Capacities		
Fuel	15 Gal. (57 l)	15 Gal. (57 l)
Hydraulic Reservoir	52 Gal. (147 l)	52 Gal. (147 l)

LeeBoy makes continuous improvements in all its products. We reserve the right to change specifications without notice. Photos and illustrations may contain standard and optional equipment

MAINTAINER-01-02-10K

LeeBoy

LeeBoy has designed and manufactured superior asphalt paving and grading products since 1964. The LeeBoy brand is well-known for its quality and innovative design. This standard of quality provides contractors with dependable, low maintenance equipment with a high resale value.



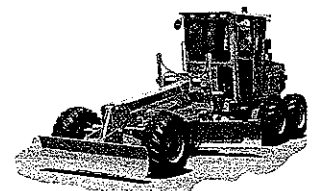
Other Members of the LeeBoy Family of Products...



3000 Force Feed Loader



420 Pneumatic Roller



685 Motor Grader

Contact your LeeBoy dealer: