



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
707EC009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
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 09/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/25/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-06	\$84,501.00	\$84,501.00
<p>75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 300-2-B</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 10/12/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 EST) ON TUESDAY 10/3/06.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Calvert Jr.</i>	TELEPHONE 304- 842-3511	DATE 10-25-06
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'



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

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	54-139-0608-004	304-842-3511
		10-25-06

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

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TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

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General Manager	54-139-0608-004	304-842-3511 10-25-06	

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<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(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</p>						

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<p>ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE 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>October 25, 2006</u></p> <p>SIGNED: <u><i>Paul Calvert Jr.</i></u></p> <p>TITLE: <u>General Manager</u></p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC009</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-842-6126</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):					Antonio B. Selario	
***** THIS IS THE END OF RFQ 707EC009 ***** TOTAL:						\$84,501.00

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TITLE General Manager	FEIN 54-139-0608-004	ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 300-2-B

75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

1.0 PURPOSE

It is the purpose of these specifications to describe a 75 Horsepower Tractor/Dozer with Winch and Blade (hereinafter referred to as a "dozer" 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. **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 and/or must" or are stated as a "minimum and/or maximum" are mandatory. 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 the first order only to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) calendar 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. 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 45 calendar days after the date 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 1-10, 11-20, and 21 and over. However, for evaluation purposes, we will use quantities 1-10. 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, 2006 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.

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 warranty is required for this unit.

*Please list all extended service contract coverage published and not published along with cost as options and all associated information.

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:

7.1 Engine:

7.1.1 Engine shall be diesel

7.1.2 Engine to be approximately 75 horsepower

7.1.3 Engine flywheel power to be approximately 70 horsepower

7.2 Weight:

7.2.1 Operating weight shall be minimum 15,000 lbs. to maximum 18,000 lbs.

- 7.3 Transmission:
 - 7.3.1 Travel speed – forward: Approximately 5.6 MPH/ 9KM/h
 - 7.3.2 Travel speed – reverse: Approximately 6 MPH/9.6KM/h

- 7.4 Cab/ROPS/FOPS:
 - 7.4.1 Unit shall have fully enclosed cab with air conditioning, ROPS, FOPS, and rear screen
 - 7.4.1.1 ROPS – Must meet SAE J397-Oct 95, SAFJ1040 May 94, ISO 3471-94, ISO 3164-95 Standards
 - 7.4.1.2 FOPS – Must meet SAEJ231 – Jan 81, ISO 3449-Standards

- 7.5 Winch:
 - 7.5.1 Winch shall be hydrostatic with variable control
 - 7.5.2 Drum capacity should be about 257 feet
 - 7.5.3 Minimum line pull (full drum) 25,000 lbs/11340kg
 - 7.5.4 Maximum line speed (full drum) 207 feet/min/ 63m/min.
 - 7.5.5 Winch shall meet or exceed all OSHA safety requirements

- 7.6 Undercarriage:
 - 7.6.1 Shoe width – 16 inches / 406 mm
 - 7.6.2 Unit shall have standard rock guards on each end

- 7.7 Blade:
 - 7.7.1 Unit shall have a 6-way blade.

- 7.8 Paint:
 - 7.8.1 The dozer shall be painted manufacturer’s standard
 - 7.8.2 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria set forth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.
 - 7.8.3 The procedures used by the manufacturer in cleaning, de-greasing, priming, and painting are sufficient to meet this requirement.

- 7.8.4 The Department reserves the right to view larger paint samples after award of contract and the right to require subtle color changes. Such changes, if any, will only be used for selecting a suitable paint color to match the WV DOH logo.
- 7.9 Vendor must certify that unit 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.
- 7.10 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.
- 7.11 Preventive Maintenance and Operators Orientation/Training:
- 7.11.1 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.

NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 300-2-B.

75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

NOTE TO BIDDER: Procurement Specification No. 300-2-B, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707EC009

Bidder's Name: Rish Equipment Company

Address: 100 Heliport Loop PO Box 906 Bridgeport, WV 26330

Telephone Number: 304-842-3511

Years Bidder has been registered to do business with the State of West Virginia: 19 YRS.

Years Company has been an authorized dealer for proposed unit: 15 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 160 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 160 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1	Prices in quantities of	1-10	<u>\$84,501.00</u>	per unit
		11-20	<u>\$84,501.00</u>	per unit
		21 and over	<u>\$84,501.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

Komatsu D31EX-21 Crawler Tractor 2006-2007

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

If not, why? _____

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

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS:	DESCRIPTION:	PART NUMBERS:
	_____	_____
	_____	_____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____	MODEL: _____	CCA: _____
TOP OR SIDE POST: _____	DIMENSIONS: LENGTH _____	WIDTH _____ HEIGHT _____
SPARK PLUGS OR FUEL INJECTORS MAKE: _____	PART # _____	
FUEL PUMP OR INJECTION PUMP MAKE: _____	MODEL: _____	
ALTERNATOR MAKE: _____	PART #: _____	
STARTER MAKE: _____	PART #: _____	
TURBO CHARGER MAKE: _____	PART #: _____	
TRANS. MAKE: _____	MODEL: _____	AUTO/MANUAL: _____
HYDRAULIC PUMP MAKE: _____	MODEL: _____	

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished to the Training Academy? 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 warranty included? YES NO
Describe:

The Komatsu 2 year Premiere Warranty applies.

Extended service contract coverage with costs and all associated information:

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: Komatsu Model: D31EX-21

X7.1 Engine:

X7.1.1 Is engine diesel YES NO

X7.1.2 Engine horsepower: 75

X7.1.3 Engine flywheel power: 75 HP

X7.2 Weight:

X7.2.1 Operating weight: 15,720 lbs. minimum and 16,870 lbs. maximum

X7.3 Transmission:

X7.3.1 Travel speed forward: 5.3 MPH/ 8.5 KM/h

X7.3.2 Travel speed reverse: 5.3 MPH/ 8.5 KM/h

X7.4 Cab/ROPS/FOPS:

XD7.4.1 Does unit have fully enclosed cab with air conditioning, ROPS, FOPS, and rear screen
 YES NO

X7.4.1.1 Does ROPS meet SAE J397-Oct. 95, SAFJ1040 May 94, ISO3471-94 ISO 3164-95 Standards
 YES NO

X7.4.1.2 Does FOPS meet SAEJ231-Jan.81, ISO 3449 Standards YES NO

X7.5 Winch:

X7.5.1 Is winch hydrostatic with variable control YES NO

X7.5.2 Drum Capacity: 232 feet

X7.5.3 Minimum line pull (full drum): 25,100 lbs./ kg

X7.5.4 Maximum line speed (full drum): 264 feet/min m/min

X7.5.5 Does winch meet or exceed all OSHA safety requirements YES NO

X7.6 Undercarriage:

X7.6.1 Shoe width: 16" inches/ 400 mm

X7.6.2 Does unit have standard rock guards on each end YES NO

X7.7 Blade:

X7.7.1 Does unit have a 6 way blade YES NO

X7.8 Paint (Describe proposed method of painting and color):

Komatsu STD Paint

X7.9 Does unit comply with OSHA requirements YES NO

X7.10 Does unit comply with advertising guidelines YES NO

X7.11 Preventive Maintenance and Operators Orientation/Training:

X7.11.1 Will manufacturer or dealer conduct seminar YES NO

X7.11.2 Will you furnish all training aids 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

RFO NUMBER
707EC009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
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 10/15/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/25/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-06	\$84,501.00	\$84,501.00
				75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE		
***** THIS IS THE END OF RFQ 707EC009 ***** TOTAL:						\$84,501.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Calvert Jr.</i>	TELEPHONE 304-842-3511	DATE 10-25-06
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'

ADDENDUM #1
707EC009

OPEN END CONTRACT
75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

CHANGES TO SPECIFICATIONS:

FROM:

- 4.0 REPRESENTATIVE UNIT FOR TEST – 2nd Sentence
If requested, the time period for testing and evaluation shall be seven (7) calendar days following receipt of the unit.

TO:

- 4.0 REPRESENTATIVE UNIT FOR TEST – 2nd Sentence
If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit.

(CHANGE MADE DUE TO WEIGHTS OF OPTIONAL EQUIPMENT REQUESTED)

FROM:

- 7.2.1 Operating weight shall be minimum 15,000 lbs. to maximum 18,000 lbs.

TO:

- 7.2.1 Operating weight shall be minimum 15,000 lbs. to maximum 19,000 lbs.

ADD:

- 7.5.2.1 Winch rope diameter shall be a minimum of 5/8 inches and maximum 3/4 inches with tail chain and hook. (Must comply with winch specifications.)

ADDENDUM #1
707EC009

OPEN END CONTRACT
75 HORSEPOWER TRACTOR/DOZER WITH WINCH AND BLADE

CHANGES TO BIDDERS EVALUATION REPORT:

X4.0 REPRESENTATIVE UNIT FOR TEST – No Change Required

FROM:

X7.2.1 Operating weight: _____ lbs. minimum and _____ lbs. maximum

TO:

X7.2.1 Operating weight: 15,720 lbs.

ADD:

X7.5.2.1 Winch rope diameter 5/8 inches

with tail chain and hook x YES NO

Komatsu ADVANTAGE Extended Coverage

This extended Premiere coverage (Code X1, U1), of Komatsu America Warranty Corp. (Company) is provided by (Distributor) to (Customer). This contract is between Distributor and Customer and not Company. This coverage applies only to mechanical breakdowns or failures found during the coverage period due to a defect in the material or workmanship of a covered item. In cases of a mechanical breakdown or failure as a result of a defect in material or workmanship during the coverage period, the Company, through the Distributor, will during normal working hours and at its option, repair or replace any part or component which fails to conform to the coverage during the applicable coverage period, provided an Authorized Komatsu Distributor is notified of such failure within the coverage period. This coverage period is inclusive of the period of the standard new machine warranty (unless this is a used or remarketed machine coverage), and other engine manufacturer's warranty, on machine Model (XXXXXXXXX), Serial No. (#####), for a combined period of (###) months or (#####) hours, whichever occurs first. However, the extended coverage terms and requirements defined here will commence at the expiration of the standard new machine warranty, and expire on (###/###/#####) or (#####) SMR hours, whichever occurs first. Genuine parts of the applicable manufacturer must be used to repair any failed item covered under the terms of this agreement. Repairs are covered for the remaining term of this extended coverage. This coverage is subject to (\$\$\$/no) deductible.

The "Applicable Manufacturer" means Komatsu America Corporation (KAC). "Authorized Distributor" means the applicable KAC authorized distributor for the model in question. The distributor may not alter this document in any way through the addition or omission of any material stated herein. Any additional distributor commitments beyond those set forth in this agreement with respect to the subject matter herein shall be contained in a separate agreement between Distributor and Customer.

This provides specific coverage for the parts or components listed. Normal maintenance and scheduled rebuilds of replacement items are not covered by this extended coverage.

A) COVERED ITEMS AND EXCLUSIONS

- 1) Covered
 - a) Coverage against defects in material or workmanship resulting in a mechanical breakdown or failure. Similar to standard warranty coverage, except as noted in paragraph's C and D of this document

B) CUSTOMER RESPONSIBILITIES

- 1) It is recommended that the Customer return the product to the Distributor from which it was purchased, however, they may also take it to the most convenient authorized Komatsu Distributor contracted to service products of the type they have purchased. They must also make the product available for repair during the coverage period.
- 2) The Customer agrees to maintain the machine per the latest available published operation and maintenance information.
- 3) The Customer agrees to submit KOWA oil samples for machines with greater than 50 net flywheel hp. KOWA sampling is required at every drain period or every 500 hours, whichever comes first, or as prescribed in the KOWA manual. For example, engines requiring oil changes at 250 hours must be sampled before draining the oil. For proper sampling methods, refer to SPP 5-4. Failure to maintain the sample program may void the extended coverage. "KOWA" refers to the Komatsu Oil and Wear Analysis program of KAC. Chart below is for Premiere coverage.

Crawlers Loader, Dozer, Carrier	Rubber Tired Machines Loader, Grader, Truck, Crane	Hydraulic Excavators and Crushers Wheel, Crawler
Engine, Final Drives, Transmission / T.C., HST, HSS, HMT, Hydraulic System	Engine, Axles, Tandem Drive Transmission / T.C., Grader AWD Gear cases, Hydraulic System	Engine, Final Drives, Hydraulic System Swing Gear on Excavator

- a) Other coverage (Power train, Hydraulic, etc.) requires sampling for the components covered.
- 4) The Customer must notify the Distributor promptly of any machine abnormalities in order to limit potential failure damage.
- 5) The Customer agrees to use only genuine parts of the Applicable Manufacturer (KAC) in the normal maintenance and repair of the machine for the term of this extended coverage.
- 6) All transportation costs and other related expenses are the Customer's responsibility.
- 7) The Customer must make the machine available for repairs, under the coverage, during normal working hours.
- 8) This coverage will expire on the date of sale or transfer of the machine unless the remaining coverage is transferred to the new owner within 15 days of the transfer and otherwise meets the required conditions, including approval by the Company and Distributor. Contact your Distributor for details.

C) ITEMS NOT COVERED

- 1) Travel Labor.
- 2) Charges related to transporting the product to and from the place at which coverage work is performed.
- 3) Freight charges related to transporting repair parts to or from the place at which coverage work is performed.
- 4) Premiums charged for overtime labor requested by the customer.
- 5) Any incidental costs such as, but not limited to: tolls, lodging, meals, etc.
- 6) All used goods of any kind.
- 7) Consumable parts such as, but not limited to: tires, tubes, wiper blades, V-belts, filters, cables, bulbs, condensers, spark plugs, fuses or carbon brushes.
- 8) Components such as, but not limited to: alternators, starters, batteries, wires, connectors, hoses, hose flange O-rings, etc.
- 9) Ground engaging tools such as, but not limited to: bucket and bucket teeth, ripper teeth and cutting edges.
- 10) Undercarriage pieces such as track with shoes, front idlers, top rollers, bottom rollers, sprockets, rock guards and deflectors.
- 11) Non-Komatsu attachments or components of any kind.
- 12) Damage to a covered component that is caused by a non-covered component.
- 13) Any damage as a result of maintenance or repairs performed by a non-Komatsu distributor

D) LIMITATIONS

- 1) This extended coverage applies only to mechanical breakdown or failures found during the coverage period due to a defect in material or workmanship. The Company shall not have any obligation under this coverage for:
 - a) **Replacement or rebuild of parts and/or components required because they have exceeded their expected life, or due to normal wear and tear, does not constitute a defect in material or workmanship. Therefore, such repairs are not covered under this coverage.**
 - b) Any defects caused by misuse, misappropriation, negligence, accident, unauthorized alterations or failure to maintain, repair or use in accordance with the most current operating instructions;
 - c) Defects or failures caused by any attachments or parts not manufactured by or approved by the Company and Machines which are not configured to published specifications (unless approved for warranty coverage through the Sales Engineering Support Team, SEST);
 - d) Failure to conduct normal maintenance and operating services, including and without limitation to, providing lubricants, coolant, fuel, tune-ups, inspections or adjustments;
 - e) Failure to maintain the KOWA oil sample schedule may void the extended coverage;

Additionally, note the following other limitations with respect to this coverage:

- 2) An authorized Distributor must carry out all repairs.
- 3) The distributor may not be reimbursed more than the actual claim amount. This total includes any combination of sources (customer, insurance, warranty coverage, etc)
- 4) This extended coverage is valid only for the machines and components of the Applicable Manufacturer in the USA, and Dressta and Galion machines in Canada.

E) OTHER CUSTOMER OR DISTRIBUTOR REQUIREMENTS

- 1) **Inspections**

F) SPECIAL CONDITIONS

- 1)

Remedies under this optional extended coverage are strictly limited to provision of replacement parts and repairs specifically provided. Except for such repairs and replacements, the Company and any Distributor shall in no event be liable for any other losses, damages, costs or expenses claimed by you, including but not limited to loss from failure of the machine to operate for any period of time, property damage and all other direct, indirect, special incidental, or consequential damages whether arising under contract, warranty, negligence, strict liability or any other legal theory whatsoever. The standard warranty and this optional extended coverage of workmanship and material are in lieu of all other warranties by the Company and Distributor whether expressed or implied by law. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND DISTRIBUTOR MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR ANY PARTICULAR PURPOSE.

I have read the above terms and conditions and agree to abide by them for the period of coverage.

Customer's Signature

Distributor Signature

Customer's Name

Distributor Representative Name

Business Name

Distributor Name

Address

Address

City, State, Zip

City, State, Zip

Machine Brand

Machine Model

Today's Date

Serial No., Product Identification No.

Beginning Date

Engine, Model & Serial No.

Expiration Date Expiration SMR Hours

STRUCTURAL – FRAME AND BOOM & ARM INSPECTION INTERVALS	At 2500 hours	At 5000 hours	At 7500 hours	At 10,000 hours	Every 12 months or every 1000 hours* (after 10,000 total hours)	Every 12 months or every 2000 hours* (after 10,000 total hours)
Excavators larger than PC95 and smaller than PC600		X	X	X		X
Excavators PC600 and larger		X	X	X	X	
All Hydraulic Forestry	X	X	X	X	X	
Wheel Loaders larger than WA95 and smaller than WA700		X	X	X		X
Wheel Loaders WA700 and larger		X	X	X	X	
Crawler Loader		X	X	X		X
Crawler Carrier		X	X	X		X
Dozers larger than D21 and smaller than D275		X	X	X		X
Dozers D275 and larger		X	X	X		X
Wheel Dozer		X	X	X		X
All Trucks		X	X	X		X
Motor Grader		X	X	X		X
Crusher		X	X	X		X
Backhoe Loader		X	X	X		X
Skid Steer		X	X	X		X
Crane		X	X	X	X	
WA95 and smaller		X	X	X		X
Excavators: PC95 and smaller		X	X	X		X
Dozers D21 and smaller		X	X	X		X
* = Whichever occurs first						



Komatsu America Corp.
ACKNOWLEDGEMENT OF RECEIPT OF COMPANY WARRANTY

DATE

DISTRIBUTOR

CUSTOMER

ADDRESS

ADDRESS

SALES OR LEASE CONTRACT NUMBER

PRODUCT BRAND NAME

DATE OF CONTRACT/DELIVERY

COMPLETE MACHINE MODEL

MACHINE SERIAL NO. (PRODUCT IDENTIFICATION NO.)

ENGINE MODEL

ENGINE SERIAL NO.

BASIC WARRANTY PERIOD ONLY – ONE (1) YEAR, UNLIMITED HOURS

DOES NOT INCLUDE KOMATSU ADVANTAGE PROGRAM (EXTENDED COVERAGE)

I, _____ have read and understand all of the terms and conditions of the attached Company Warranty Certificate which forms a part of my contract or lease. I understand that the expiration of the warranty as established on the said Warranty Certificate is established on the Machine's total use, and warranty conditions cannot be adjusted in any form for and in consideration of prior use.

Distributor's Signature

Customer's Signature

Title

Title

Company Name

Company Address

WHITE
CANARY
TAN

COMPANY SERVICE COPY
DISTRIBUTOR COPY
CUSTOMER COPY

As the heavy-duty off-road diesel engine owner, you should also be aware that Komatsu may deny you warranty coverage if your heavy-duty off-road diesel engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications. Your engine is designed to operate on diesel fuel only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements. If you have any questions regarding your warranty rights and responsibilities, you should contact:

Komatsu America Corp.
Manager, Warranty Administration
440 N. Fairway Drive
Vernon Hills, IL 60061-8112
(847) 970-4100

Prior to the expiration of the applicable warranty, owner must give notice of any warranted emission control failure to an authorized Komatsu Distributor and deliver the engine to such facility for repair. Owner is responsible for incidental costs such as: communication expenses, meals, lodging incurred by owner or employees of owner as a result of a warrantable failure.

KOMATSU IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, BUSINESS LOSSES AND COSTS, "DOWNTIME" EXPENSES, FINES, PENALTIES, THEFT, VANDALISM OR COLLISION DAMAGE.

5. Coverage: This emission control system warranty applies to the following emission control parts, if equipped:

Fuel Pump	Turbocharger	Injectors	Intake Manifold
AFC Spring	Compressor Wheel	Calibration	Charge Air Cooler
AFC Setting	Turbine Wheel	Needle	Aftercooler
Static Timing	Turbine Oil Seal	Nozzle	Positive Crankcase Ventilation
Delivery Valve	Wastegate Valve	Spring	
Fuel Lines			Other Emission Parts
Control Module	Exhaust Manifold		Hoses
	Exhaust Gas Recirculation Valve		Connectors
	Replacement Parts		

Komatsu recommends that any service parts used for maintenance, repair or replacement of emission control systems be new, genuine Komatsu or Komatsu approved rebuilt parts and assemblies, and that the engine be serviced by an authorized Distributor. The owner may elect to have maintenance, replacement or repair of the emission control parts performed by a facility other than an authorized Distributor and may elect to use parts other than new genuine Komatsu or Komatsu approved rebuilt parts and assemblies for such maintenance, replacement or repair; however, the cost of such service or parts will not be covered under this emission control system warranty.

6. Komatsu Responsibilities

Repairs and service will be performed by any authorized Distributor using new, genuine Komatsu or Komatsu approved rebuilt parts and assemblies. Komatsu will repair any of the emission control parts found by Komatsu to be defective without charge for parts or labor (including diagnosis which results in determination that there has been a failure of a warranted emission control part).

7. Warranty and Limitations

The manufacturer warrants to the ultimate purchaser, and each subsequent purchaser, that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board, and that it is free from defects in material and workmanship which cause the failure of a warranted part for the time periods stated herein. Any warranted part which is not scheduled for replacement as required maintenance, or which is scheduled only for regular inspection to the effect of "repair or replace as necessary" is warranted for the warranty period. Any warranted part which is scheduled for replacement as required maintenance is warranted for the period of time prior to the first scheduled replacement point for that part. The owner will not be charged for diagnostic labor which leads to the determination that a warranted part is defective, if the diagnostic work is performed at an authorized Distributor. The manufacturer is liable for damages to other engine components caused by the failure under warranty of any warranted part. Komatsu is not responsible for failures resulting from improper repair or the use of parts which are not genuine Komatsu or Komatsu approved parts. Komatsu is not responsible for failures resulting from owner or operator abuse or neglect, such as: operation without adequate coolant, fuel or lubricants; over fueling; over speeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices.

C. GENERAL EXCLUSIONS

1. The foregoing engine emission control warranties do not apply to engines in our products, which bear trademarks or names other than Komatsu (i.e. Cummins). The emission control warranty responsibility of such engines shall rest with the respective engine manufacturer. For information on such warranties, please refer to the operator's manual for the engine in question or contact the applicable dealer organization. In the case of Cummins trademarked engines, you may also contact your Komatsu distributor who may be certified by Cummins, under its Certified Distributor Program.
2. These warranties, together with the express commercial warranties, are the sole warranties of Komatsu. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

EMISSION CONTROL WARRANTY

A. FEDERAL EMISSION CONTROL WARRANTY STATEMENT (APPLICABLE IN UNITED STATES and CANADA)

1. Products Warranted

Komatsu America Corp. ("Komatsu") produces and/or markets products under the brand name of Komatsu. This emissions warranty applies to new engines bearing the Komatsu name installed in these products and used in the United States and Canada in machines designed for industrial off-highway use.

2. Coverage

Komatsu warrants to the ultimate purchaser and each subsequent purchaser that the engine is designed, built and equipped so as to conform, at the time of sale by Komatsu, with all U.S. and Canadian Federal emission regulations applicable at the time of manufacture and that it is free from defects in workmanship or material which would cause it not to meet these regulations within five (5) years or 3,000 hours of operation, whichever occurs first, as measured from the date of delivery of the engine to the ultimate purchaser. If the machine in which the engine is installed is first placed in service in the state of California, a separate California Emission Warranty also applies.

3. Limitations

Failures, other than those resulting from defects in materials or workmanship, are not covered by this warranty. Komatsu is not responsible for failures or damage resulting from what Komatsu determines to be abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the engine. Komatsu is also not responsible for failures caused by incorrect fuel or by water, dirt or other contaminants in the fuel. Komatsu is not responsible for non-engine repairs, "downtime" expense, related damage, fines, all business costs or other losses resulting from a warrantable failure.

KOMATSU IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

B. CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

1. Products Warranted

This Emission Control System Warranty applies to heavy-duty off-road diesel engines certified with the California Air Resources Board, marketed by Komatsu America Corp. (Komatsu) in their Komatsu products and first placed in service in California for use in industrial off-highway applications.

2. Your Warranty Rights and Obligations

The California Air Resources Board and Komatsu are pleased to explain the emission control system warranty on your emissionized engine. In California, new heavy-duty off-road diesel engines must be designed, built and equipped to meet the State's stringent anti-smog standards. Komatsu must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your engine. Your emission control system may include parts such as the fuel injection system and air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies. Where a warrantable condition exists, Komatsu will repair your heavy-duty off-road diesel engine at no cost to you including diagnosis, parts and labor.

3. Manufacturer's Warranty Coverage

The heavy-duty off-road diesel engines are warranted for five (5) years or 3,000 hours of engine operation, whichever occurs first, from the date of delivery of the engine to the first user. If any emission-related part on your engine is defective, the part will be repaired or replaced by Komatsu.

4. Owner's Warranty Responsibilities

As a heavy-duty off-road diesel engine owner, you are responsible for the performance of the required maintenance listed in the Operation and Maintenance Manual. Komatsu recommends that you retain all receipts covering maintenance on your heavy-duty off-road diesel engine, but Komatsu cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your heavy-duty off-road diesel engine to an authorized Komatsu Distributor as soon as a problem exists. The warranty repairs should be completed by the dealer as expeditiously as possible.

KOMATSU®

KOMATSU PRODUCT WARRANTY

This product warranty certificate and the product warranty stated herein are applicable to all Komatsu products marketed under the brand name of Komatsu by Komatsu America Corp., herein after referred to as "Company".

1. GENERAL PROVISIONS

We warrant that all new whole machines and attachments ("Machines"), and new parts and assemblies for the Machines, including engines ("Parts") sold by the Company will be free from defects in materials and workmanship for the respective periods specified in paragraph 2 below, subject to the other terms and conditions herein.

2. BASIC WARRANTY

- A. The Basic Warranty Period for the Machine shall terminate upon the expiration of one (1) year after delivery of the Machine to the initial user regardless of the hours.
- B. The Basic Warranty Period for Parts shall be as follows:
 - i) For all replacement Parts furnished pursuant to this warranty, upon expiration of the remainder of the warranty period applicable to the Machine in which such Parts are installed.
 - ii) Other replacement Parts (Parts not furnished during the machine warranty period) may be covered under a separate warranty policy. Please consult your local Komatsu distributor.

3. COMPANY RESPONSIBILITIES

If a defect in material or workmanship is found during the Basic Warranty Period, the Company will, during normal working hours, at its option, repair or replace any part or component of the Machine or Part which fails to conform to the warranty during the Basic Warranty Period, provided our authorized Distributor is notified of such failure within the Basic Warranty Period.

4. CUSTOMER RESPONSIBILITIES

We recommend that you return the product to the Distributor from which it was purchased; however, you may also take it to the most convenient Company authorized Distributor contracted to service products of the type you have purchased. We do not assume the responsibility or cost of transporting the product to and/or from the servicing Distributor. You must also make the product available for repair during the Basic Warranty Period.

5. OTHER ENGINE MANUFACTURERS' WARRANTY

The above stated warranty does not apply to engines bearing other manufacturers' trademarks, whether or not such engines are installed in Machines or sold separately. The warranty responsibility on those engines rest with the respective engine manufacturers. Your Komatsu Distributor may be certified to perform warranty service on other manufacturers' engines.

6. LIMITATIONS

The Company shall not have any obligation under this warranty for:

- a. Any defects caused by misuse, misapplication, negligence, accident, improper storage, improper transportation, improper assembly or failure to maintain or use in accordance with the most current operating instructions including, but not limited to, loading the Machine in excess of the Gross Vehicle Weight as set out in the Company's Operation & Maintenance Manual;
- b. Unauthorized alterations;
- c. Defects or failures caused by any attachment or parts not manufactured or approved by the Company;
- d. Failure to conduct normal maintenance and operating services, including without limitation, providing lubricants, coolants, fuel, tune-ups, inspection or adjustments;
- e. Unreasonable delay (as established by Company) in making the applicable Machines or Parts available upon notification of a Factory Campaign ordered by the Company.

7. ITEMS NOT COVERED

The Company is not responsible for the following:

- a. Premiums charged for overtime labor requested by the purchaser;
- b. Charges related to transporting the product to and from the place at which warranty work is performed;
- c. Freight charges related to transporting repair parts to the place at which warranty work is performed;
- d. All used goods of any kind;
- e. Tires, tubes, wiper blades, belts, filters, cables, bulbs, condensers, spark plugs, glow plugs, fuses or carbon brushes, other consumable items, and normal wear of Machine or Parts;
- f. Attachments not manufactured or approved by the Company. (Trademarked attachments are warranted by their respective manufacturers.)

8. USE OF NON-OEM PARTS IN CRITICAL SYSTEMS

For safety reasons, the Company strongly recommends against the use of non-OEM replacement parts in critical systems of all Komatsu equipment. Critical systems include but are not limited to steering, braking and operator safety systems. Replacement parts manufactured and supplied by unauthorized sources may not be designed, manufactured or assembled to Komatsu's design specifications; accordingly, use of such parts may compromise the safe operation of Komatsu products and place the operator and others in danger should the part fail. Komatsu is also aware of repair companies that will rework or modify an OEM part for reuse in critical systems. Komatsu does not generally authorize such repairs or modifications for the same reasons as noted above. Use of non-OEM parts places full responsibility for the safe performance of the Komatsu product on the supplier and user. Komatsu will not in any case accept responsibility for the failure or performance of non-OEM parts in its products, including any damages or personal injury resulting from such use.

The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties applicable to Machines, Engines, or Parts including 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, NEGLIGENCE, LIABILITY WITHOUT FAULT OR OTHER LEGAL THEORIES, SHALL THE COMPANY, OR ITS AFFILIATES, PARTNERS OR SUBSIDIARIES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE MACHINE OR PARTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR COSTS, OR CLAIMS OF CUSTOMERS, PURCHASERS OR LESSEES FOR SUCH DAMAGES. THE REMEDIES HEREIN ARE THE EXCLUSIVE REMEDIES UNDER THIS WARRANTY.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission, municipality, county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

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

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

Vendor's Name: Rish Equipment Company

Authorized Signature: Paul Calvert Jr.

Date: 10-25-06