



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
708EC003

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/13/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-64	\$ 126,614.00	\$ 126,614.00
<p>SELF PROPELLED CHIP SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE SELF PROPELLED CHIP SPREADERS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>HERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 10/18/2007. 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 PM EST.) ON 10/02/2007.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MAUSTIN@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2316.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Calvert</i>	TELEPHONE 304-842-3511	DATE 11-01-07
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>..... 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 SERVICE 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</p>						

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<p>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>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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<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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>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>						

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<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> <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; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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<p>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 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</p>						

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<p>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>NOVEMBER 01, 2007</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 ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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				33		
	BUYER:			708EC003		
	RFQ. NO.:			10/18/2007		
	BID OPENING DATE:			1:30 PM		
	BID OPENING TIME:			PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				304-842-6126		
	CONTACT PERSON (PLEASE PRINT CLEARLY):			ANTONIO B. SELARIO		
				***** THIS IS THE END OF RFQ 708EC003 ***** TOTAL: \$ 126,614.00		

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 553-1-D

SELF PROPELLED CHIP SPREADER

1.0 PURPOSE

It is the purpose of these specifications to describe a Self Propelled Chip Spreader (hereinafter referred to as a "chip spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the " Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, 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 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 vendors 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 90 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, 2007 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 Letha Lamb, 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 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:
- 7.1 Hydrostatic Drive:
 - 7.1.1 **Unit shall be 4 wheel hydrostatic drive**
 - 7.1.2 **Both axles driven by minimum 125 cc variable displacement hydrostatic pump**
 - 7.1.3 Variable displacement motors of approximately 166 cc to be provided.
 - 7.1.4 **Shall have traction control**
 - 7.1.5 Infinitely variable speed from 0 to approximately 19.5 M.P.H.
- 7.2 Engine:
 - 7.2.1 **Engine shall be turbo charged diesel.**
 - 7.2.2 Engine to be Cummins OSD Tier 3 with approximately 240 HP or equal.
 - 7.2.3 Engine to be equipped with manufacturers heavy duty 12 volt electrical system.
 - 7.2.4 Dry type air cleaner to be provided.
 - 7.2.5 Cooling system to be manufacturers heavy duty system capable of maintaining engine temperature within manufacturers recommended range during continuous operation.
 - 7.2.6 Anti Freeze should be permanent type to minus 30 degrees fahrenheit.
- 7.3 Brakes:
 - 7.3.1 Front axle to have hydraulic internal drum brakes.
 - 7.3.2 Front brake to be controlled by pressing down on floor pedal accuator
 - 7.3.3 Rear axle to have manufacturers hydraulic actuated brakes.
 - 7.3.4 Unit to have a spring applied, hydraulic release fail-safe parking brake in drive line.

7.3.5 **The SAHR shall automatically apply if hydraulic power is lost.**

7.4 Steering:

7.4.1 **Full hydrostatic power steering shall be provided.**

7.4.2 **Steering shall have a dedicated hydraulic flow independent of engine speed.**

7.5 Conveyors:

7.5.1 Conveyor belts to be heavy duty 24 inch width.

7.5.2 Belts to be activated by electric switches.

7.5.3 Conveyors to have a high torque hydraulic motors with direct drive to head pulley.

7.5.4 A hooded adjustable aggregate deflector to be located at head of each conveyor.

7.5.5 Troughing idlers to be quick removable type.

7.5.6 Tail pulley to be adjustable for insuring proper belt alignment.

7.5.7 An automatic conveyor control that starts and stops conveyor belts to control aggregate level in hopper.

7.5.8 **An override control shall be included to enable operator to start and stop conveyors.**

7.5.9 Each conveyor to have a valve control to provide flexibility of belt speed.

7.6 Spread Hopper:

7.6.1 **Hopper spread width to be 10 foot minimum.**

7.6.2 Struck capacity of hopper approximately .2 cubic yards per foot of hopper width.

7.6.3 Spread roll to be 6 inch diameter heavy wall tubing.

7.6.4 Agitator should be 2 ½ inch tubing and have quick disconnect pins.

7.6.5 Each gate to have individual air operated controls.

7.6.6 Gates to have adjustable, reversible wear plates.

7.6.7 Gate widths to be 6 inches at hopper ends and 12 inches in center.

- 7.6.8 Spread roll and agitator to be driven by a high torque hydraulic motor with quick coupler hose connection.
- 7.6.9 A full width metal type screen with 1 ½ inch openings to be provided over top of hopper to return oversized materials and foreign objects.
- 7.7 Truck Hitch:
- 7.7.1 **Unit shall be equipped with a self-locking railroad type adjustable truck hitch.**
- 7.7.2 Hitch to be electrically released from operators position .
- 7.7.3 Hitch height to be electrically controlled from operators seat.
- 7.7.4 Hitch to be capable of maintaining positive engagement over irregular terrain.
- 7.8 Computer Application:
- 7.8.1 **Application rate computer must monitor the actual speed of spreader while varying the gate opening to maintain the set application rate in pounds and yards of selected aggregate regardless of spreader speed.**
- 7.8.2 Computer to store five (5) different aggregate and application rate combinations in memory.
- 7.8.3 Application rate to be varied as desired while operating.
- 7.8.4 Computer to be capable of monitoring fuel level, engine oil pressure, hydraulic oil temperature, engine coolant temperature, hours on engine and miles chipped.
- 7.8.5 All operator controls to be easy access from either right or left side.
- 7.9 Unit to have headlights, stop and tail lights and turn signals with flasher switch.
- 7.10 An electric horn to be furnished.
- 7.11 **An electric backup alarm shall be provided.**
- 7.12 A steel, lockable tool box to be mounted under main deck.
- 7.13 Unit to be equipped with four (4) 385/65R 22.5J wide base tires mounted on heavy duty steel disc wheels.
- 7.14 **All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.**

- 7.15 **Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.16 **One (1) complete set of replacement filters shall be provided with unit upon delivery.**
- 7.17 **Paint:**
- 7.17.1 **The Manufacturer's recommended paint preparation and color to be provided.**
- 7.18 **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 unit.**
- 7.19 **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 manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.**
- 7.20 **Preventive Maintenance and Operators Orientation/Training:**
- 7.20.1 **The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar and the successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**

**NOTE: VENDOR SHOULD TYPE PRICE - 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. 553-1-D**

SELF PROPELLED CHIP SPREADER

NOTE TO BIDDER: Procurement Specification No. 553-1-D, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

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

Reference Requisition No.: 708E6003

Bidder's Name: RISH EQUIPMENT COMPANY

Address: P. O. BOX 906, 100 HELIPORT LOOP, 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.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90 - 110 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for chip spreader in quantities of	1-10	<u>\$ 126,614.00</u>	per unit
	11-20	<u>\$ 126,614.00</u>	per unit
	21 and over	<u>\$ 126,614.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

ROSCO HYDROSTATIC CHIP SPREADER/MODEL: C SHF (SPRHH) 2007 YEAR

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

If not, why? _____

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

YES NO

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

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART #: _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Letha Lamb, Training Academy prior to the delivery of the pilot?
 YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

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

Describe:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

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

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.

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

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

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

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

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

- A. Shop Rate \$ _____ per mechanic hour
- B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____ ; port to port _____
- C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____ ; port to port _____
- D. Field Mechanic Rate \$ _____ per mechanic hour
- E. Specify period of time that prices are in effect: _____
- F. Surcharge for miscellaneous items: _____ %

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.

X7.1 Hydrostatic Drive:

X7.1.1 Is unit 4 wheel hydrostatic drive? YES NO

X7.1.2 Are both axles driven by minimum 125 cc variable displacement hydrostatic pump?
 YES NO

X7.1.3 Is variable displacement motors of approximately 166 cc provided?
 YES NO
Please specify: 80 cc

X7.1.4 Does unit have traction control? YES NO

X7.1.5 Specify infinitely variable speed 0 to 20 M.P.H.

X7.2 Engine:

X7.2.1 Is turbo charged diesel engine provided? YES NO

- X7.2.2 Is engine a Cummins OSD Tier 3 with approximately 240 HP or equal? YES NO
Please specify: MODEL: CUMMINS 6BTA 200 HP
- X7.2.3 Is engine equipped with manufacturers heavy duty 12 volt electrical system? YES NO
- X7.2.4 Does unit have dry type air cleaner provided? YES NO
- X7.2.5 Does unit have manufacturers heavy duty cooling system capable of maintaining engine temperature within manufacturers recommended range during continuous operation?
 YES NO
- X7.2.6 Is Anti-Freeze permanent type to -30°F? YES NO
- X7.3 Brakes:
- X7.3.1 Does front axle have hydraulic internal drum brakes? YES NO (DISC BRAKES)
- X7.3.2 Will front brakes be controlled by pressing down on floor pedal accuator? YES NO
- X7.3.3 Does rear axle have manufacturers hydraulic actuated brakes? YES NO
(SPRING APPLIED - HYDRAULIC RELEASE)
- X7.3.4 Does unit have a spring applied, hydraulic release fail-safe parking brake in drive line?
 YES NO
- X7.3.5 Does SAHR automatically apply if hydraulic power is lost? YES NO
- X7.4 Steering:
- X7.4.1 Is full hydrostatic power steering provided? YES NO
- X7.4.2 Does steering have a dedicated hydraulic flow independent of engine speed?
 YES NO
- X7.5 Conveyors:
- X7.5.1 Are conveyor belts heavy duty 24 inch width? YES NO (20")
- X7.5.2 Are belts activated by electric switches? YES NO
- X7.5.3 Does conveyors have a high torque hydraulic motor with direct drive to head pulley?
 YES NO
- X7.5.4 Does unit have hooded adjustable aggregate deflector located at head of each conveyor?
 YES NO
- X7.5.5 Does unit have quick removable type troughing idlers? YES NO
- X7.5.6 Is tail pulley adj. for insuring proper belt alignment? YES NO

- X7.5.7 Does unit have an automatic conveyor control that starts and stops conveyor belts to control aggregate level in hopper? YES NO
- X7.5.8 **Unit has the override control to enable operator to start and stop conveyors?** YES NO
- X7.5.9 Does conveyor have a valve control to provide flexibility of belt speed? YES NO
- X7.6 Spread Hopper:
- X7.6.1 **Is hopper spread width 10 foot minimum?** YES NO
Please specify: 10'
- X7.6.2 Is struck capacity of hopper approximately .2 cubic yards per foot of hopper width? YES NO
Please specify: .2 CUBIC YARDS PER FOOT OF HOPPER
- X7.6.3 Does spread roll have 6 inch diameter heavy wall tubing? YES NO
- X7.6.4 Does agitator have 2 ½ inch tubing and quick disconnect pins? YES NO
(BOLTS IN LIEU OF PINS)
- X7.6.5 Does each gate have individual air operated controls? YES NO
(HYDRAULIC NOT AIR)
- X7.6.6 Will gates have adjustable, reversible wear plates? YES NO
- X7.6.7 Will gate widths be 6 inches at hopper ends and 12 inch in center? YES NO
- X7.6.8 Will spread roll and agitator be driven by a high torque hydraulic motor with quick coupler hose connection? YES NO
- X7.6.9 Does unit have a full width metal type screen with 1 ½ inch openings provided over top of hopper to return oversized materials/foreign objects? YES NO
- X7.7 Truck Hitch:
- X7.7.1 **Is unit equipped with a self-locking railroad type adjustable truck hitch?** YES NO
- X7.7.2 Will hitch be electrically released from operators position? YES NO
- X7.7.3 Will hitch height be electrically controlled from operators seat? YES NO
(MANUALLY CONTROLLED FROM OPERATORS SEAT)
- X7.7.4 Will hitch be capable of maintaining positive engagement over irregular terrain? YES NO
- X7.8 Computer Application:
- X7.8.1 **Does the application rate computer monitor the actual speed of spreader while varying the gate opening to maintain the set application rate in pounds and yards of selected aggregate regardless of spreader speed?** YES NO

- X7.8.2 Will computer store five (5) different aggregate and application rate combinations in memory?
 YES NO
- X7.8.3 Will application rate be varied as desired while operating? YES NO
- X7.8.4 Will computer be capable of monitoring fuel level, engine oil pressure, hydraulic oil temperature, engine coolant temperature, hours on engine and miles chipped? YES NO
- X7.8.5 Will all operator controls be easy access from either right or left side? YES NO
- X7.9 Does unit have headlights, stop and tail lights and turn signals with flasher switch?
 YES NO
- X7.10 Does unit have an electric horn? YES NO
- X7.11 Does unit have electric backup alarm?** YES NO
- X7.12 Does unit have a steel, lockable tool box mounted under main deck? YES NO
(ON TOP OF MAIN DECK)
- X7.13 Will unit be equipped with four (4) 385/65R 22.5J wide base tires mounted on heavy duty steel disc wheels?
 YES NO
- X7.14 Will unit provide all features considered manufacturers standard equipment not addressed above?** YES NO
- X7.15 Will unit be delivered to DOH with all manufacturers safety related decals and safety features intact?** YES NO
- X7.16 Will unit be delivered with one (1) complete set of replacement filters?** YES NO
- X7.17 Paint:
 - X7.17.1 Will unit be provided with manufacturers recommended paint preparation and color?
 YES NO
- X7.18 Does unit meet or exceed OSHA requirements?** YES NO
- X7.19 Does unit meet advertising requirements as specified in the specifications?**
 YES NO
- X7.20 Preventive Maintenance and Operators Orientation/Training:
 - X7.20.1 Will the mandatory preventive maintenance/operators orientation/training/training aids be conducted/or furnished by the manufacturer, dealer, or successful vendor?**
 YES NO

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Rev. 5/94

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: RISH EQUIPMENT COMPANY

Signed: _____

Signed: Paul Calvert

Title: _____

Title: Paul Manzer

Date: _____

Date: 11/1/07

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: RISH EQUIPMENT COMPANY

Authorized Signature: *Paul Calvert* Date: NOVEMBER 1, 2007

EXCEPTIONS TO SPECIFICATIONS.

X7.1.3 STATES:

Is variable displacement motors of approximately 166cc provided?

Rosco unit has 80 cc.

X7.2.2 STATES:

Is engine Cummins OSD Tier 3 with approximately 240 HP or equal?

Roscoe unit has Cummins 6BTA 200 HP engine.

X7.3.1 STATES:

Does front axle have hydraulic internal drum brakes?

Rosco unit has disc brakes.

X7.3.3 STATES:

Does rear axle have manufactures hydraulic actuated brakes?

Rosco unit has spring applied – hydraulic release.

X7.5.1 STATES:

Are conveyor belts heavy duty 24 inch width?

Rosco unit is 20" width

X7.6.4 STATES:

Does agitator have 2 ½ inch tubing and quick disconnect pins?

Rosco unit has bolts instead of pins.

X7.6.5 STATES:

Does each gate have individual air operated controls?

Rosco unit has hydraulic operated controls.

X7.7.3 STATES:

Will hitch height be electrically controlled from operators seat?

Rosco unit is manually controlled from operators seat.

X7.12 STATES:

Does unit have steel, lockable tool box mounted under main deck?

Rosco unit tool box is on top of main deck.

SPECIFICATIONS
ROSCO HYDROSTATIC CHIP SPREADER
Model CSHF (SPRHH)

1/15/2007
CSHF
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Dimensions: Length: 24' 6"
Width: 114" (no hopper)
Height: 100"
Wheelbase: 126"
Turning radius: 20' 6"
Weight: 14,880 lbs.

Engine: 156 HP turbo-charged diesel. Engine to have heavy duty, dry type air cleaner, muffler, cooling system and variable speed hand throttle.
Electrical system: Automotive type ignition with electric starter alternator, voltage regulator & 12-volt battery

Engine Option: 200 HP turbo-charged diesel

Fuel Reservoir: 50 gallons with visible fuel level gauge

Transmission: Hydrostatic drive comprised of two (2) axial piston high torque Hydrostatic pumps and one (1) high torque bent axis piston hydraulic motor through a limited slip differential.

Control Functions: Hydrostatic control system allows for the following functions:
Manual mode: The operator can vary the forward/reverse speeds of the unit with the joystick
Speed ranges: 0 to 20 MPH, high range
0 to 9 MPH, low range & reverse
Application rate control: The application rate computer monitors the actual speed of the spreader & varies the gate opening to maintain the set application rate. The preset application rate in memory can be selected or changed at any time while operating. The computer has the ability to maintain a constant ground speed, regardless of load conditions.

Hydraulic Pump Drive: Dual, two element pumps provide independent hydraulic circuits for left and right hand conveyors, hopper spread roll, agitator, power steering, and power assist brakes. The pumps are direct drive off the main drive pumps which consist of a minimum of four separate elements.

Hydraulic Reservoir: 30 gallon with 10 micron filter.

Spread Hopper: Electric over hydraulic power assisted gate open/close controlled by computer to infinitely vary the gate opening. Manual width control using radial cut-off gates adjustable in 6" and 12" wide increments. Full width reject screen (Grizzly).
Capacity: 2.93 cubic yard, struck
Width: 10'

CSHF

Rear Hopper: Includes heavy rubber skirting. The feed gates for each conveyor belt can be adjusted from the operators platform.
 Capacity: 3.5 cubic yard, struck
 Width: 9' 6"

Front Drive Axle: Minimum 25,000 pound rated capacity drive/steer axle with plus or minus 5 degrees oscillation and planetary drive wheel ends.
 Front axle Track: 76.5"

Rear Axle: Minimum 22,500 pound rated capacity, rigid design.
 Rear axle track: 94.75"

Tires: 385/65R22.5 load range J, tubeless with highway tread

Conveyor Belts: Two independently operated, speed control from operator station, direct hydraulic driven, heavy-duty four ply nylon rubber conveyor belts. High torque hydraulic motors are direct connected to the head pulleys using a rotation floating mount. The motors are independently activated by electrical solenoids and switches. Includes full length side skirting, self-cleaning tail pulleys with adjustable and removable trough idlers. Automatic conveyor controls to maintain aggregate levels in front hopper.
 Belt width: 20"
 Speed: Zero to 550 FPM

Truck Hitch: Spring loaded, adjustable and is hydraulically released from the driver's station. Can hook and release aggregate trucks on the go.

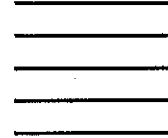
Operators Area: Right hand, full length, non-skid walkway and safety hand rails with conveyor and deflector controls. Left and right hand station with steering wheel, cushioned and adjustable seat. The control panel and steering column can swing over for operations from the left or right drivers seat.

Steering: Fully hydraulic, orbital type.

Brakes: Four wheel; rear axle is air actuated brakes which are spring-applied and air released. Front axle is air over oil actuated multiple wet disc type.

Instrumentation: Lockable instrument panel with ignition switch
 Engine temperature
 Engine oil pressure
 Tachometer
 Fuel gauge
 Voltmeter
 Hydraulic temperature and oil pressure
 Hour meter
 Warning system with light and buzzer for water temperature

Additional Standard Equipment: Lockable toolbox
Right and left side ladders for easy access
Hitch control at operator's walkway
Horn
Back-up alarm



Optional Equipment: 11, 12, 13, 13.5, 14, 15 foot aggregate spread hopper
Four-wheel drive system
Front hopper walkway and railing (all widths)
Ether starting aid
Amber strobe - handrail mounted

Because Of Continuous Research & Development, We Reserve The Right To Change These Specifications.
Contact Your Leeboy Representative For Updates.

LeeBoy

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

TWO 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 twelve (12) 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.