



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 |
| 7011EC23 |

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| PAGE |
| 1 |

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

VENDOR

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

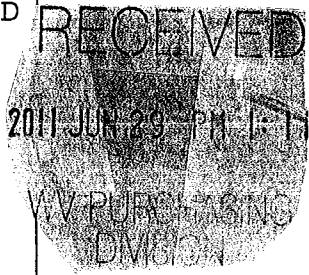
SHIP TO

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

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 04/21/2011 | | | | |

BID OPENING DATE: 06/14/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|---------------|---------------|
| 0001 | 1 | EA | | 755-30 | \$ 106,532.00 | \$ 106,532.00 |
| <p>LOW DECK CONVEYOR PAVER</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE LOW DECK CONVEYOR PAVER PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHERI SLONE WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p> | | | | | | |



| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>Paul Cabant</i> | TELEPHONE 304-842-3511 | DATE 06-29-2011 |
| TITLE GENERAL MANAGER | FEIN 54-139-0608-004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

INSTRUCTIONS TO BIDDERS

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



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 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

*709034551 02 304-842-3511

RISH EQUIPMENT COMPANY
 PO BOX 906

BRIDGEPORT WV 26330

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

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| MANDATORY PRE-BID | | | | | | |
| <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 05/26/2011 AT 10 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> | | | | | | |
| EXHIBIT 10 | | | | | | |

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|---|--|----------------------|------------------------|-----------------------------------|-----------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Paul Cabut</i> | | | TELEPHONE 304-842-3511 | | DATE 06-29-2011 | |
| TITLE GENERAL MANAGER | | FERN 54-139-0608-004 | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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*709034551 02 304-842-3511

VENDOR

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|--|------------|-----|--------|-------------|------------|--------|
| REQUISITION NO.: 7011EC23..... | | | | | | |
| ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. | | | | | | |
| ADDENDUM NO.'S: | | | | | | |
| NO. 1 | <i>ABH</i> | | | | | |
| NO. 2 | <i>ABH</i> | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. | | | | | | |
| VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. | | | | | | |
| <i>Antonio B. Adams</i> | | | | | | |
| | | | | | | |
| SIGNATURE | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------|-----------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| GENERAL MANAGER | 304-842-3511 | 06-29-2011 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| GENERAL MANAGER | 54-139-0608-004 | |

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|---|----------|-----|--------|-------------|------------|--------|
| COMPANY RISH EQUIPMENT COMPANY DATE JUNE 29, 2011 | | | | | | |
| NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Paul Calvert</i> | TELEPHONE 304-842-3511 | DATE 06-29-2011 | |
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| <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35). FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTURE ORDER.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| GENERAL MANAGER | 304-842-3511 | 06-29-2011 |
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| REV. 5/2009 EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Paul Colant* TELEPHONE 304-842-3511 DATE 06-29-2011

TITLE GENERAL MANAGER FEIN 54-139-0608-004 ADDRESS CHANGES TO BE NOTED ABOVE

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| SEALED BID | | | | | | |
| BUYER: | | | SHERI SLONE - FILE 33 | | | |
| RFQ. NO.: | | | 7011EC23 | | | |
| BID OPENING DATE: | | | 06/14/2011 | | | |
| BID OPENING TIME: | | | 1:30 PM | | | |
| 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 7011EC23 ***** TOTAL: | | | | | | \$ 106,532.00 |

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| GENERAL MANAGER | | 54-139-0608-004 | | | |

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 5011B

LOW DECK CONVEYOR PAVER

1.0 PURPOSE

It is the purpose of these specifications to describe a Low Deck Conveyor Paver (hereinafter referred to as a "paver" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

6.5 WARRANTY AND SERVICE POLICY

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

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

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

Unit shall be LeeBoy Model 8500B or equal

7.1 Unit to have spray down system with two (2) hose wraps (MANUAL WRAP)

7.2 Power Train:

7.2.1 Engine: Shall be Diesel Kubota or equal

7.2.2 67 HP

7.2.3 Engine shall have safety shutdown features

7.3 Transmission:

7.3.1 Shall be variable hydrostatic (~~front wheel drive~~) (TRACK DRIVE)

7.4 Dimensions of unit:

7.4.1 Weight: 15,800

7.4.2 Length: 13 feet 1 inch

7.4.3 Width: 8 feet 6 inches

7.4.4 Height: 7 feet 2 inches

7.4.5 Receiving Hopper:

7.4.5.1 Capacity: 7.5 Tons

7.4.5.2 Width: 111 inches

7.4.6 Hopper must have hydraulic folding wings

7.5 Electric Screed:

7.5.1 Shall have variable paving width 0 inches to 42 inches
(SHALL HAVE VARIABLE PAVING WIDTH 8' to 15")

7.5.2 Electric heating controls, with four (4) blade elements; one (1) in each extension and one (1) each side of main screed

7.5.3 Must have an auger that provides even distribution of material

7.5.4 Shall have adjustable end gates that will provide square edges

7.6 Track Drive System

7.6.1 Hydrostatically powered self-cleaning crawler type tracks consisting of drive sprocket, four (4) rollers and hydraulically adjustable front idler

7.6.2 Drive mechanism shall be torque hub driven with two (2) speeds

7.6.3 Fail safe brakes with anti-creep function

7.7 Capacities:

7.7.1 Fuel tank: 20 gallon

7.7.2 Hydraulic reservoir: 40 gallon

7.8 Lighting:

7.8.1 Unit will have rotating yellow safety beacon (CLASS 1 LED)

7.9 Painting:

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

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

7.11 Advertising:

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

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

8.0 OPTIONS:

8.1 Unit shall have one (1) extra seat

8.2 Unit shall have one (1) umbrella

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 5011B

LOW DECK CONVEYOR PAVER

NOTE TO BIDDER: Procurement Specification No. 501-1-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. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC23

Bidder's Name: RISH EQUIPMENT COMPANY

Address: P. O. BOX 906. BRIDGEPORT, WV 26330

Telephone Number: 304-842-3511

Years Bidder has been registered to do business with the State of West Virginia: 26 YRS.

Years Company has been an authorized dealer for proposed unit: 22 YRS.

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

X4.2 DELIVERY:

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

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

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$ 106,532.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

LEEBOY 8500B ASPHALT PAVER - 2011Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

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

 YES NO

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

 YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

| | |
|----------------------|----------------------|
| OIL _____ | ENGINE _____ |
| AIR INNER _____ | TRANSMISSION _____ |
| AIR OUTER _____ | POWER STEERING _____ |
| FUEL PRIMARY _____ | HYDRAULIC _____ |
| FUEL SECONDARY _____ | DIFFERENTIALS _____ |
| COOLANT _____ | BRAKE FLUID _____ |
| HYDRAULIC _____ | COOLANT _____ |
| OTHER _____ | OTHER _____ |

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?
 YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?
 YES NO

Describe:

* SEE ATTACHED LITERATURE _____

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: LEEBOY

Model: 8500B

X7.1 Does unit have spray down system with two (2) hose wraps
(SEE ADDENDUM NO. 2) YES NO

X7.2 Power Train:

X7.2.1 Engine Manufacturer and Model: KUBOTA - DIESEL

X7.2.2 HP: 67

X7.2.3 Does engine have safety shutdown features YES NO

X7.3 Transmission:

X7.3.1 Is it variable hydrostatic (front wheel drive)
(SEE ADDENDUM NO. 2) YES NO

X7.4 Dimensions of unit:

X7.4.1 Weight: 15,800X7.4.2 Length: 13' 1"X7.4.3 Width: 8'6"X7.4.4 Height: 7'2"

X7.4.5 Receiving Hopper:

X7.4.5.1 Capacity: 7.5 TonsX7.4.5.2 Width: 111 inchesX7.4.6 Does hopper have hydraulic folding wings x YES NO

X7.5 Electric Scream:

X7.5.1 Does the unit meet the variable paving range of 0 inches to 42 inches x YES NOX7.5.2 Does unit have electric heaving controls, with four (4) blade elements; one (1) in each extension and one (1) each side of main screed x YES NOX7.5.3 Does unit have an auger that provides even distribution of material x YES NOX7.5.4 Does unit have adjustable end gates that will provide square edges x YES NO

X7.6 Track Drive System:

X7.6.1 Does hydrostatically powered self-cleaning crawler type tracks consist of drive sprocket, four (4) rollers and hydraulically adjustable front idler x YES NOX7.6.2 Is drive mechanism torque hub driven with two (2) speeds x YES NOX7.6.3 Does unit have fail safe brakes with anti-creep function x YES NO

X7.7 Capacities:

X7.7.1 Fuel tank: 20 gallon

X7.7.2 Hydraulic reservoir: 40 gallon

X7.8 Lighting:

X7.8.1 Does unit have rotating yellow safety beacon X YES NO
(SEE ADDENDUM NO. 2)

X7.9 Painting:

X7.9.1 Is unit prepped and painted manufacturers standard process and colors X YES NO

X7.10 Standard features considered as standard equipment but not addressed above:

X7.11 Advertising:

X7.11.1 Does unit conform to advertising guidelines? X YES NO

X7.12 Does unit meet OSHA Act of 1970 and subsequent amendments X YES NO

X8.0 OPTIONS

X8.1 Does unit have one (1) extra seat SEE ADDENDUM NO. 2 X YES NO

X8.2 Does unit have one (1) umbrella SEE ADDENDUM NO. 2 X YES NO



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

WV PURCHASING AGENCY SECTION Fax 304-558-4115

Jun 13 2011 04:12pm P001/001

**request for
 Quotation**

RFQ NUMBER
 7011EC23

PAGE
 1

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

POSTAL

*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 | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 06/13/2011 | | | | |

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

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|---------------|---------------|
| ADDENDUM NO. 1 | | | | | | |
| BID OPENING DATE AND TIME CHANGED | | | | | | |
| FROM: 06/14/2011 @1:30 P.M. | | | | | | |
| TO: 06/29/2011 @1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | 1 | EA | | 755-30 | \$ 106,532.00 | \$ 106,532.00 |
| LOW DECK CONVEYOR PAVER | | | | | | |
| ***** THIS IS THE END OF RFQ 7011EC23 ***** TOTAL: | | | | | | \$ 106,532.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Paul Calvert</i> | TELEPHONE 304-842-3511 | DATE 06-29-2011 |
| 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'



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 |
| 7011EC23 |

| |
|------|
| PAGE |
| 1 |

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

| | |
|--------|--------------------------------------|
| 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 |
|--------------|---------------|----------|--------|---------------|
| 06/21/2011 | | | | |

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

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------------------|---------------|---------------|
| ADDENDUM NO. 2 | | | | | | |
| CHANGES TO THE SPECIFICATIONS PER THE ATTACHED. | | | | | | |
| BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | 1 | EA | | 755-30 | \$ 106,532.00 | \$ 106,532.00 |
| | | | | LOW DECK CONVEYOR PAVER | | |
| ***** THIS IS THE END OF RFQ 7011EC23 ***** TOTAL: | | | | | | \$ 106,532.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Paul Culbert</i> | TELEPHONE 304-842-3511 | DATE 06-29-2011 |
| TITLE GENERAL MANAGER | FEIN 54-139-0608-004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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

PREBID ADDENDUM #2
7011EC23

LOW DECK CONVEYOR PAVER

CHANGES TO SPECIFICATIONS:

QUESTION FROM VENDOR:

FROM:

- 4.2 Delivery of pilot model in 120 days and complete order in 180 days is requested, depending on the number of pavers planned for purchase. How many pavers do you plan to purchase in the near term?

RESPONSE: Change pilot model to 100 calendar days after receipt of purchase agreement.

QUESTION FROM VENDOR:

- 7.1 What does "hose wrap" mean? Do you want a hose reel included?

RESPONSE: Change 7.1 – Unit to have spray down system with two (2) manual hose wraps, wrap by hand.

QUESTION FROM VENDOR:

- 7.7.2 For the options you have requested (electric heated screed) a John Deere 84 HP diesel engine (or equal) should be provided to properly power the generator and all the hydraulic functions. Do you want an enclosed engine compartment that would reduce noise and heat included?

RESPONSE: No change – not mandatory – list with exception letter

QUESTION FROM VENDOR:

- 7.3.1 Shall be variable hydrostatic (front wheel drive) –*Unit is a track machine

RESPONSE: Change 7.3.1 – **Shall be variable hydrostatic (track drive)**

QUESTION FROM VENDOR:

7.5.1 Variable paving width for this size paver should be 8'-13' or maybe 8'-15.5" (depending on screed ordered) without the use of cut-off plates, which could reduce the lower end of the paving width to as low as 4', depending on the number of plates order. Cut-off plates are available in 1', 2' and 3' lengths. Do you want to add cut-off plates to the specs?

RESPONSE: Change 7.5.1 – **Shall have variable paving width 8 feet to 15 feet**

QUESTION FROM VENDOR:

7.5.2 All of the WVDOH asphalt pavers have propane heated screeds, which heat up three to four times faster than electric heated screeds and cost thousands less than electric heated screeds. Also, an electric heated screed specs should specify generator size, such as 10 KW 1800 RPM, and full automatic thermostatic controls, and number of heat zones, etc.

RESPONSE: No change

QUESTION FROM VENDOR:

7.6.2 The proper terminology should be "planetary type gear reducer with two-speed hydraulic piston type motor."

RESPONSE: No change

QUESTION FROM VENDOR:

7.6.3 The proper terminology is just "must have anti-creep function." There aren't any actual brakes on these hydrostatic drive pavers.

RESPONSE: No change

QUESTION FROM VENDOR:

7.7.2 Our hydraulic reservoir is 30 gallons and internally baffled with a cooler, which is actually a positive compared to larger tanks with old technology. Is this acceptable?

RESPONSE: Not mandatory list with exception letter

FROM:

7.8.1 Unit will have rotating yellow safety beacon.

TO:

7.8.1 Unit will have Class 1 LED

QUESTION FROM VENDOR:

8.1 Do you want two seats or one seat? If you want two seats, should this be bid as an option?

RESPONSE: Include in unit cost

QUESTION FROM VENDOR:

8.2 Is the umbrella to be bid as an option?

RESPONSE: Include in unit cost

PREBID ADDENDUM #2
7011EC23

LOW DECK CONVEYOR PAVER

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

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

FROM

X5.1 Price per unit: per unit

TO:

X5.1 Price per unit including Options 8.1 and 8.2 \$ 106,532.00 per unit

FROM:

X7.1 Does unit have spray down system with two (2) hose wraps YES NO

TO:

X7.1 Does unit have spray down system with two (2) manual hose wraps, wrap by hand
X YES NO

NO CHANGE REQUIRED:

X7.2.2 HP: 67 HP KUBOTA

FROM:

X7.3.1 Is it variable hydrostatic (front wheel drive) YES NO

TO:

X7.3.1 Is it variable hydrostatic (track drive) X YES NO

FROM:

X7.5.1 Does the unit meet the variable paving range of 0 inches to 42 inches? _YES_NO

TO:

X7.5.1 Does the unit meet the variable paving range of 8 feet to 15 feet?

YES NO

NO CHANGE REQUIRED:

X7.5.2 Does unit have electric heaving controls, with four (4) blade elements; one (1) in each extension and one (1) each side of main screed

YES NO

NO CHANGE REQUIRED:

X7.6.2 Is drive mechanism torque hub driven with two (2) speeds

YES NO

NO CHANGE REQUIRED:

X7.6.3 Does unit have fail safe brakes with anti-creep function

YES NO

NO CHANGE REQUIRED:

X7.7.2 Hydraulic reservoir: 40 gallon

FROM:

X7.8.1 Does unit have rotating yellow safety beacon _YES_NO

TO:

X7.8.1 Does unit have Class 1 LED

YES NO

NO CHANGE REQUIRED:

X8.1 Does unit have one (1) extra seat

YES NO

NO CHANGE REQUIRED:

X8.2 Does unit have one (1) umbrella

YES NO

**2010 LEEBOY LIMITED WARRANTY
POLICY AND PROCEDURES
FOR MODELS
8500B, 8510B AND 8515B**

2 YEARS UNLIMITED HOURS

A. WARRANTY

1. For warranty repairs on machines with less than fifty (50) hours in service a **FACTORY-TRAINED SERVICE REPRESENTATIVE** will be reimbursed at a rate of \$1.50/mile (150 miles maximum) and three (3) hours (3 hours maximum) at shop rate.
2. If a defect in material or workmanship is found and the authorized Dealer is notified during the warranty period, VT 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.
3. The warranty date will begin upon online registration of the unit by the Dealer and will expire after twenty four (24) months have passed. The unit must be registered by the Dealer within ten (10) days of being retailed, entered into rental fleet, or 50 hours of demo usage.
4. **Manufacturers' Warranties:**

For LeeBoy Dealers: Engines are warranted by their manufacturers and may have warranty coverage that differs from that of VT LeeBoy.

For Rosco Dealers: Engines and truck chassis are warranted by their manufacturers and may have warranty coverage that differs from that of VT LeeBoy.
5. Replacement parts furnished by VT LeeBoy are covered for the remainder of the warranty period applicable to the unit or component in which such parts are installed.
6. VT LeeBoy has the right to repair any component or part before replacing it with a new one.
7. All new replacement parts purchased by a VT LeeBoy Dealer will carry a six-month warranty.

B. LIMITATIONS

VT 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 VT 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 VT LeeBoy, in making the applicable units or parts available upon notification of a service notice ordered by same.
6. Warranty Responsibility:

For LeeBoy Dealers: The warranty responsibility on all engines rests with the respective manufacturer.

For Rosco Dealers: The warranty responsibility on all engines and/or truck chassis rests with the respective manufacturer.

7. Warranty and Parts Support:

For LeeBoy Dealers: VT LeeBoy may have support agreements with some engine manufacturers for warranty and parts support.

For Rosco Dealers: VT LeeBoy may have support agreements with some engine and/or truck chassis manufacturers for warranty and parts support.

C. ITEMS NOT COVERED

VT LeeBoy is not responsible for the following:

1. Costs related to travel time, mileage or overtime other than as covered under the Warranty Section, Item 1, of this document.
2. Costs related to transporting the product to and from the place at which warranty work is performed.
3. Air freight 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, conveyor chains, poly-track pads, track rails, and rubber track and tires.
6. Attachments not manufactured or installed by VT 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.

D. 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 VT 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.

E. CLAIM PROCEDURES

1. Warranty repairs over \$1,000 must be authorized by the VT LeeBoy Warranty Department in advance of any repair work. Contact Warranty Dept. at 704.966.3354 or warranty@leeboy.com.
2. Only claims with Warranty Registration Forms that are properly completed by the customer and on file with VT LeeBoy will be considered for reimbursement.
3. Claims for less than \$50.00 will not be accepted.
4. Claims must be submitted within thirty (30) days of the date of repair through VT LeeBoy's online warranty claim process.
5. Rates for services performed will be reimbursed at the rate mutually agreed upon by VT LeeBoy and the Dealer. Hours reimbursed will be based upon actual hours incurred to the maximum as shown in VT LeeBoy's Summary by Repair Task.
6. Parts will be reimbursed at Dealer's cost.
7. The Dealer shall keep defective or damaged parts in its possession for not less than sixty (60) days. If VT LeeBoy authorizes the return of a part, it must be returned within thirty (30) days of the authorization date per VT LeeBoy's online warranty process.



8500B Series Asphalt Pavers

8500B Asphalt Paver



8500B High Deck or Low Deck Conveyor Paver

Features include:

- Choice of Engines: 67 HP Kubota or 63 HP Caterpillar
- 8- to 15-foot Heated and Vibrating Legend Screed System
- Steel Track Drive
- Choice of High Deck or Low Deck Configuration
- 9" Casted Augers
- Sonic Auger Controls (optional)
- Under Auger Cut-off Plates
- Operating Light Package (optional)
- Two-speed Hydrostatic Drive, Internal Brakes – standard
- Electronic Gauge and Vandalism Packages

Designed with the Paving Professional in Mind.®

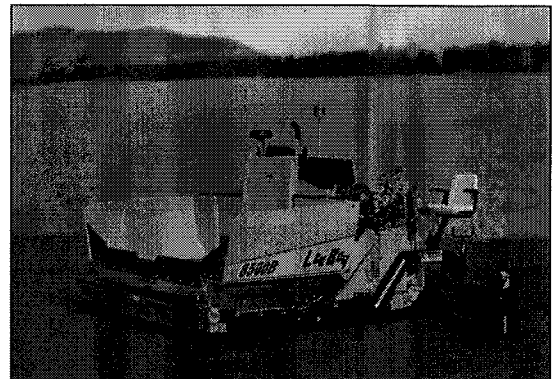
Best in Class

LeeBoy

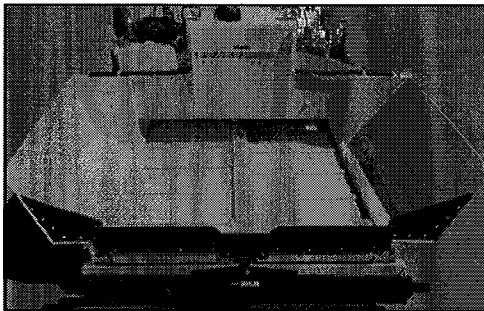
Legendary Screed Performance

LeeBoy Legend Screed System

Our popular Legend Screed—standard on the 8500B paver—comes with 2 propane burners on the main screed and 1 burner on each extension. An option on the 8500B paver is the *Environmentally Friendly, Economically Wise Legend Electric Screed System* offering 2 heating elements on the main screed and 1 on each extension. The wear plate with bullnose front is made of 3/8-inch AR 450 Hardox steel, a special long-wearing, hardened material that is bolted on for easy replacement. The hydraulic screed extensions—unique to the LeeBoy Legend Screed System—are mounted in front of the main screed. They are easily adjustable resulting in a seamless mat at paving widths up to 15 feet, depending on screed option.

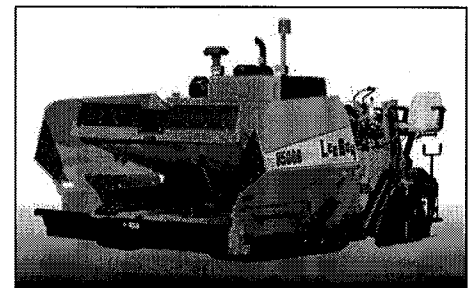


Unique Hopper / Feeder Design



Wide Conveyors

All 8500B pavers are equipped with **two 36-inch wide automatic conveyors**—the widest in the industry. These conveyors deliver asphalt more evenly and efficiently to produce a smooth asphalt mat.



Hydraulically-raised Hopper Bed

The conveyor bed can be lifted **hydraulically** allowing the paver undercarriage and tracks to be easily cleaned and serviced.

Premium Power Train



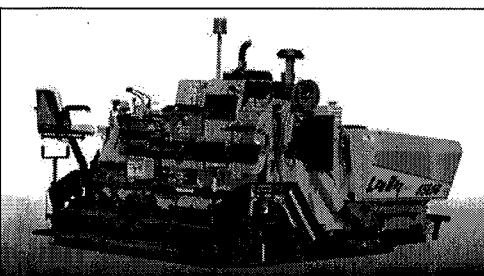
Water-cooled Diesel Engine

Provides optimal power, is fuel efficient, and meets current EPA requirements. **Choice of Kubota or Caterpillar engines** is available. Fully enclosed engine cover/housing with adequate engine access reduces excess noise and allows residential jobs to be completed quietly.

Planetary Drive System

Variable **two-speed Torque Hubs** with internal brakes provide power directly to the tracks for a smoother operation.

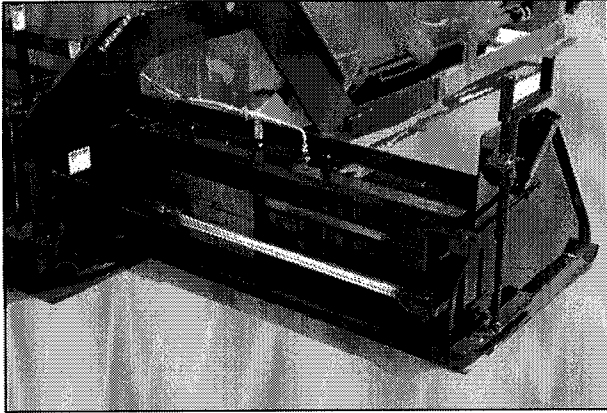
Model Styles to Fit Your Needs



High Deck / Low Deck Configuration

Choose from a High Deck or Low Deck model to suit your specific operational requirements.

Paving to 15 Feet



Infinitely Variable Widths

Cut-off plates enable varying paving widths as narrow as 1 foot and as wide as 15 feet, depending on screed option.

Sonic Auger Controls (Optional)

Non-contact, sonic auger controls provide automatic feeding of asphalt to the screed.

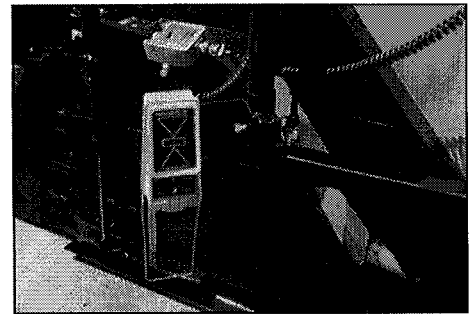
Electronic Control Options

Automatic Grade Controls

LeeBoy 8500B Series Pavers may be equipped with a full line of automatic grade controls:

- Electronic Grade (Joint Matchers)
- Dual Electronic Grade
- Grade and Slope

The **Joint Matcher** automatically matches joints whether it is multiple passes on a parking lot or a two-lane street or road. The **Dual Grade Controls** automatically maintain a set depth on both ends of the screed. The **Grade and Slope Controls** maintain a set depth on one end of the screed and a set slope to the other end of the screed.



Configuration Checklist

| | 8500B |
|---|--------------|
| Engine Choice of Kubota or Caterpillar | ✓ |
| 8- to 15-foot Legend Screed System | ✓ |
| Electronic Gauge Package | ✓ |
| Two-speed Hydrostatic Drive | ✓ |
| Under Auger Cut-off Plates | ✓ |
| Vandalism Package | ✓ |
| Manual Toe Point | ✓ |
| 8- to 15-foot Legend Electric Screed | optional |
| Poly Pad Track in lieu of Steel Track | optional |
| Sonic Auger Controls | optional |
| Night-operating Light Package | optional |
| Single Electronic Grade (Joint Matcher) / Dual Electronic Grade | optional |
| Grade and Slope | optional |
| Truck Hitch | optional |

Specifications

8500B Asphalt Paver

| | |
|--------------------------|--|
| Paving Width | |
| Basic 15-foot | 8'-15' (2.44-4.57 m) |
| Hopper | |
| Capacity | 7 tons (6.35 tons) |
| Conveyors | (2) 36" (.91 m) Slat Conveyors |
| Feed Augers | 9" (.35 m) diameter |
| Screed | |
| Type | Legend Screed System |
| Main - Heat | (2) 54,000 BTU Burners |
| Extensions - Heat | (2) 36,000 BTU Burners |
| Vibration | (1) Vibrator, 2,400 VPM |
| Speeds | |
| Paving | 0-140 fpm (42.7 mpm) |
| Travel | 0-240 fpm (73.2 mpm) |
| Choice of Engines | |
| Make/Type | Kubota Water-cooled, Naturally Aspirated |
| Performance | Tier 4 Interim, 67 HP (49.8 kw) @ 2,600 RPM - or - Caterpillar Water-cooled, Naturally Aspirated Tier 4 Stage IIIA, 63 HP (47 kw) @ 2,500 RPM |
| Dimensions | |
| Weight | 15,800 lbs. (7,167 kg) |
| Length | 12' 4" (3.76 m) |
| Width (transport) | 8' 6" (2.59 m) |
| Height | 6' 6" (1.98 m) |
| Capacities | |
| Fuel | 20 gallons (76 l) |
| Hydraulic | 40 gallons (151 l) |

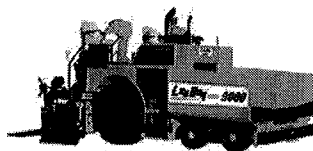
LeeBoy makes continuous improvements to all its products and reserves the right to change specifications without notice. Photos and illustrations may contain standard and optional equipment.

8500B Paver 07-10-5K
#13637

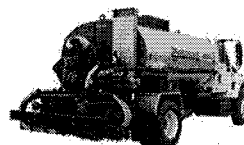
LeeBoy

 **VT LeeBoy**
A company of VT Systems

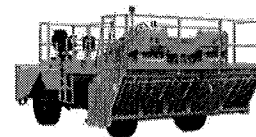
Other Members of the LeeBoy Family of Products...



9000 Asphalt Paver



Maximizer 3
Asphalt Distributor



CSM-CSH
Chip Spreader

Contact your LeeBoy dealer:

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

"LeeBoy is dedicated to providing top quality parts and service support on every unit sold."

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- XX Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

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

Bidder: RISH EQUIPMENT COMPANY Signed: *Paul Colantoni*

Date: JUNE 29, 2011 Title: GENERAL MANAGER

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

RFQ No. 7011EC23

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: RISH EQUIPMENT COMPANY

Authorized Signature: *Paul Culbert* Date: JUNE 29, 2011

State of WEST VIRGINIA

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 29TH day of June, 2011.

My Commission expires May 27TH, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Debra Sue Erickson

