



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
706EC011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR  
\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787

RIPLEY WV 25271

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
06/01/2006				

BID OPENING DATE: 07/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-65	*\$26,875.00*	*\$26,875.00*
MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER DIAMOND DB_50C 21FT BOOM MOWER (AS SPEC.) OPEN END CONTRACT  TO PROVIDE MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 132-1-C.  THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 06/29/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.  EXHIBIT 2  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.  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)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll Fisher</i>	TELEPHONE 304-372-9875	DATE 7/10/06
TITLE President	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
  4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
  5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
  6. Payment may only be made after the delivery and acceptance of goods or services.
  7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
  12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
  14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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
706EC011

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787

RIPLEY WV 25271

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
06/01/2006				

BID OPENING DATE: 07/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll E. Fisher</i>	TELEPHONE 304-372-9875	DATE 7/10/06
TITLE President	FEIN 55-0540441	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
706EC011

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

V  
E  
N  
D  
O  
R

\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787

RIPLEY WV 25271

S  
H  
I  
P  
T  
O

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
06/01/2006				

BID OPENING DATE:

07/12/2006

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 9/98						
EXHIBIT 6						
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 RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Carol M Fisher</i>	TELEPHONE	304-372-9875	DATE	7/10/06
TITLE	President	FEIN	55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

# Request for Quotation

RFO NUMBER

706EC011

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON  
304-558-2402

\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787

RIPLEY WV 25271

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

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/01/2006						
BID OPENING DATE: 07/12/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) 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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Carroll 977</i>		TELEPHONE 304-372-9875		DATE 7/10/06		
TITLE PRESIDENT		FEIN 55-0540441		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE 'ARTIST 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
706EC011

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR  
\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787

RIPLEY WV 25271

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
06/01/2006				

BID OPENING DATE: 07/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	Canell 7/10/06	TELEPHONE	304-372-9875	DATE	7/10/06
TITLE	President	FEIN	55-0540441	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
706EC011

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR  
\*709043435 304-372-9875  
FAIRPLAIN TRACTOR SALES INC  
PO BOX 787  
RIPLEY WV 25271

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
06/01/2006				

BID OPENING DATE: 07/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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: Fairplain Tractor Sales Inc.-----						
DATE: 7/10/06-----						
SIGNED: Carrol M Fisher-----						
TITLE: President-----						
* 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)						
NOTICE						
AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Carrol M Fisher	TELEPHONE 304-372-9875	DATE 7/10/06
TITLE President	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFO NUMBER
706EC011

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

V E N D O R	*709043435      304-372-9875
	FAIRPLAIN TRACTOR SALES INC
	PO BOX 787  RIPLEY WV 25271

S H I P T O	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
06/01/2006				

BID OPENING DATE: 07/12/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130						
BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 33						
RFQ. NO.: 706EC011						
BID OPENING DATE AND TIME						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-372-2713-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Carroll G. Fisher-----						
***** THIS IS THE END OF RFQ 706EC011 ***** TOTAL: * \$26,875.00*						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Carroll G. Fisher</i>	304-372-9875	7/10/06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-0540441		

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



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 132-1-C

OPEN END CONTRACT  
FOR  
MID-MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

1.0 PURPOSE

It is the purpose of these specifications to describe a Mid Mounted Articulated Hydraulic Powered Boom Mower (hereinafter referred to as a "mower" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis. This mower to include all mounting brackets and accessories to enable this mower unit to be a turn key application after installation by the Division of Highways on the following tractors: 1996 John Deere 6200, 1997 John Deere 6200, 2002 John Deere 6220, 2003 John Deere 6220, and 2004 John Deere 6220. (\*\*See attachment for tractor specifications.)

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to

Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

### 3.2 MANDATORY SPECIFICATIONS

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

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

### 4.0 REPRESENTATIVE UNIT FOR TEST

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

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

All 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

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 factory installed pilot model for inspection must be provided within 60 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 and 11-20. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL  
 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2006 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. Also, 14 parts manuals and 12 service manuals must be included 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. CD ROM is preferred in lieu of parts manuals.

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. After installation of the unit(s), training will be coordinated between the Division of Highways and the successful vendor for each individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

#### 6.5 WARRANTY AND SERVICE POLICY

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

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 including all basketry, bolts, hoses etc. except labor (Division of Highways will install), 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 – MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

### 7.1 Frame:

- 7.1.2 Mounting frame shall be full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle. (Specifically excluding framework bolting to bell housing of tractor)
- 7.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor to 4 inch x 4 inch mounting rail.
- 7.1.4 Unit to be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head.

### 7.2 Hydraulic Reservoir:

- 7.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.
- 7.2.2 Tank to have a built-in oil level sight glass and thermometer
- 7.2.3 Hydraulic filter capable of providing suitable filtration for system
- 7.2.4 Tank shall be equipped with a shut off valve for closing when changing filter or hoses and for draining of tank
- 7.2.5 Unit shall be equipped with front piston type pump(s) to operate all mower functions at maximum operation within manufacturer's temperature range
- 7.2.6 Hydraulic GPM shall be manufacturers specified to operate all mower functions at maximum efficiency
- 7.2.7 Front pump(s) shall be idle during transport
- 7.2.8 All circuit hoses to be a minimum of 1 inch four wire braid
- 7.2.9 All hoses shall be routed through conduit and securely fastened for best brush protection
- 7.2.10 Deck hoses to be four (4) wire braid fitted with cordura sleeving for brush protection

- 7.2.11 Mower controls to be a five (5) section valve controlled through a single electronic joystick
- 7.2.12 Valve shall allow a minimum of four (4) functions simultaneously
- 7.2.13 The swing, lift, and dipper sections to have individual relief valves to give breakaway protection
- 7.2.14 Mower cutter to have a 6 second emergency shut down
- 7.2.15 Mower head motor should take 6 seconds to wind up to full RPM for a “no-shock-load startup”
- 7.2.16 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
- 7.3 Boom Rest:
  - 7.3.1 A boom rest shall be mounted to mower frame to cradle boom during transport
  - 7.3.2 Boom rest to take pressure off all cylinders when in transport
  - 7.3.3 When in stow, tractor and mower to be approximately 108 inches with 60 inch rotary and approximately 12 foot high
- 7.4 Safety Cage:
  - 7.4.1 A safety cage shall be installed on right side and top of operator’s position and a sloping guard or rail over entire hood area
  - 7.4.2 Cage to be constructed of expanded metal and permanently mounted to tractor
  - 7.4.3 A lexon safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned.
- 7.5 Boom:
  - 7.5.1 Boom shall be two (2) piece design with all pivot points having replaceable steel bearings
  - 7.5.2 Pivot pins to be a minimum of 1 ½ inch diameter
  - 7.5.3 Inner boom to be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. Inch yield strength

- 7.5.4 Dipper boom to be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq inch yield strength
- 7.5.5 All hinge points shall be T-1 steel reinforcement
- 7.5.6 Boom swing from stow position to be approximately 140 degrees forward
- 7.5.7 Boom reach up to be approximately 21 feet
- 7.5.8 Boom reach out to be approximately 21 feet from tractor centerline to outside edge of cutting blade arc
- 7.5.9 Boom reach down to be approximately 12 feet below tractor ground level
- 7.5.10 Boom mower head to be capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane
- 7.6 Brush Head:
  - 7.6.1 Cutting width approximately 50 inches
  - 7.6.2 Top deck to be A606 alloy steel or equal
  - 7.6.3 Side skirts a minimum of 3/8 inch steel
  - 7.6.4 Top deck to be reinforced with channel frame with a reinforced spindle mount plate
  - 7.6.5 Deck to have replaceable full length skid shoes
  - 7.6.6 Spindle bearings to be tapered roller type in a sealed housing
  - 7.6.7 Blades to be a minimum of 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees
  - 7.6.8 Blade bolts to be minimum 1 1/8 inch x 3 heat treated, grade 8 shoulder bolt with a castel nut and roll pin
  - 7.6.9 Motor to be direct drive, splined and totally enclosed excluding chain or flex couplers
  - 7.6.10 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer.
  - 7.6.11 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control



- 7.6.12 Cutter deck rotation to be approximately 160 degrees
- 7.6.13 Rear shield to be rubber/fabric material
- 7.7 Complete unit shall be delivered with all manufacturers' safety features intact
- 7.8 Mower to be manufacturer's standard color
  
- 8.0 SPECIFICATIONS OF CURRENTLY OWNED 1996 AND 1997 JOHN DEERE 6200 TRACTORS, AND 2002, 2003, AND 2004 JOHN DEERE 6220 TRACTORS FOR THE TURN KEY UNITS

Tractor Dry Weight (without Ballast) – 7,927 lbs.

Tractor Wheelbase – 94.5 inches

Tractor – 2 wheel drive

Hood – Tilt up Type

Daily services done from ground level

Engine – 1996-1997 – 4045 T HP 66

2002 – 2004 - John Deere Power Tech 4039T

PTO Horsepower – 1996 – 1997 – 65      2002 – 2004 – 72

Exhaust system – Vertical exhaust with rain protection

Clutch – Wet type – Manufacturer's heaviest duty

Transmission – Power Shift Design (16 forward; 16 reverse)

Speed ranges – 1-20 MPH – Forward

1-10 MPH – Reverse

Differential – Manufacturer's heavy duty with on the go differential lock

Rear Axle – 3.1 inches diameter

Wheels – Tires      Front – 10x16 – 10 ply F2 tread

Rear – 18.4 x 30 – 8 ply R1 tread

3 Point Hitch – Lift Capacity – 4,745 lbs. @ 24 inches

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 132-1-C

OPEN END CONTRACT  
MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

NOTE TO BIDDER: Procurement Specification No. 132-1-C, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid.  
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 706EC011

Bidder's Name: FAIRPLAIN TRACTOR SALES, INC.

Address: RT 62 SOUTH P.O. BOX 787 Ripley, WV 25271

Telephone Number: 304-372-9875

Years Bidder has been registered to do business with the State of West Virginia: 33 YRS.

Years Company has been an authorized dealer for proposed unit: 10 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60-90 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 180 Calendar Days After Date of Purchase Agreement

## X5.0 AWARD CRITERIA:

X5.1	Prices for units in quantities of	1-10	*\$26,875.00*	per unit
		11-20	*\$26,875.00*	per unit

## X6.0 SPECIFICATIONS - GENERAL

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

Diamond DB-50C 2006Is 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 ☐ NOWill the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? ☒ YES ☐ NO

# 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 WVDOT.

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 \_\_\_\_\_

AIR INNER \_\_\_\_\_

AIR OUTER \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_

COOLANT \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

OTHER \_\_\_\_\_

ENGINE \_\_\_\_\_

TRANSMISSION \_\_\_\_\_

POWER STEERING \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

DIFFERENTIALS \_\_\_\_\_

BRAKE FLUID \_\_\_\_\_

COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_

## X6.3 TRAINING:

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

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

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

If NO, explain time frame \_\_\_\_\_

Will an Operator's Manual be furnished to the Training Academy? ☒ YES ☐ NO

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

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

If NO, explain \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? ☒ YES ☐ NO

## 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)

12 MONTHS

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.

FAIRPLAIN TRACTOR SALES, RIPLEY, WV

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

FAIRPLAIN TRACTOR SALES

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

A.	Terms: Net 30	Manufacturer's published list price less: <u>0</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>0</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>0</u> % discount

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

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

A.	Shop Rate	\$ <u>55.00*</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>55.00*</u> per mechanic hour <u>X</u> ; port to port <u>x</u>
C.	Mileage Charge (Specify if one-way)	\$ <u>0</u> per vehicle mile <u>    </u> ; port to port <u>x</u>
D.	Field Mechanic Rate	\$ <u>55.00*</u> per mechanic hour
E.	Specify period of time that prices are in effect: <u>1 year</u>	
F.	Surcharge for miscellaneous items: <u>10%</u> %	

## X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

## X7.0 SPECIFICATIONS OF MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

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:   DIAMOND MOWERS, INC.   Model:   21' DB-50C  

### X7.1 Frame:

X7.1.2 Mounting frame is full length 4 inch x 4 inch x 3/8 inch steel tubing adequately secured to front bolster and rear axle   X   YES        NO

X7.1.3 Main frame of   4   inch x   4   inch x   3/8   inch steel tubing bracing frame with   4   inch x   4   inch x   4   inch steel tubing main structure mounted over hood of tractor of   4'   inch x   4   inch mounting rail

X7.1.4 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head   X   YES        NO

X7.2 Hydraulic Reservoir:

X7.2.1 Is manufacturer's properly sized hydraulic oil reservoir capable of operating all mower functions including forward, aft, up, down, and rotary head   X   YES        NO

X7.2.2 Tank has a built in oil level sight glass and thermometer   X   YES        NO

X7.2.3 Is hydraulic filter capable of providing suitable filtration for system   X   YES        NO

X7.2.4 Tank equipped with a shut off valve for closing when changing filter or hoses and for draining of tank   X   YES        NO

X7.2.5 Unit equipped with front piston type pump(s) to operate all mower functions at maximum operation with manufacturer's temperature range   X   YES        NO

X7.2.6 Hydraulic GPM manufacturers specified to operate all mower functions at maximum efficiency   X   YES        NO

X7.2.7 Front pump(s) is idle during transport   X   YES        NO

X7.2.8 Circuit hoses of   1   inch four wire braid

X7.2.9 Are all hoses routed through conduit and securely fastened for best brush protection   X   YES        NO

X7.2.10 Deck hoses are four wire braid fitted with cordura sleeving for brush protection   X   YES        NO

X7.2.11 Mower controls are five (5) section valve controlled through a single electronic joystick   X   YES        NO

X7.2.12 Valve allows a minimum of   5   functions simultaneously

X7.2.13 The swing, lift, and dipper sections have individual relief valves to give breakaway protection   X   YES        NO

X7.2.14 Mower cutter has a 6 second emergency shutdown   X   YES        NO



X7.2.15 Mower head motor takes 6 seconds to wind up to full RPM for a "no-shock-load startup"   X   YES        NO

X7.2.16 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side   X   YES        NO

X7.3 Boom Rest:

X7.3.1 A boom rest is mounted to mower frame to cradle boom during transport   X   YES        NO

X7.3.2 Boom rest takes pressure off all cylinders when in transport   X   YES        NO

X7.3.3 When in stow, tractor and mower are  108  inches with   60  inch rotary and  12  feet high

X7.4 Safety Cage:

X7.4.1 Is a safety cage installed on right side and top of operator's position   X   YES        NO

Also a sloping brush shield over entire hood area   X   YES        NO

X7.4.2 Cage is constructed of expanded metal and permanently mounted to tractor   X   YES        NO

X7.4.3 Is a lexon safety glass window part of the safety cage   X   YES        NO

Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned   X   YES        NO

X7.5 Boom:

X7.5.1 Boom is two (2) piece design with all pivot points having replaceable steel bearings   X   YES        NO

X7.5.2 Pivot pins  1 1/2  inch diameter

X7.5.3 Inner boom made of   6  inch x   6  inch x  3/8  inch steel tubing  
  50  lb/sq inch yield strength

X7.5.4 Dipper boom made of   5  inch x   5  inch x  3/8  inch steel tubing  
  50  lb/sq inch yield strength

- X7.5.5 All hinge points are T-1 steel reinforcement ☒ YES ☐ NO
- X7.5.6 Boom swing from stow position 140 degrees forward
- X7.5.7 Boom reach up 21 feet
- X7.5.8 Boom reach out 21 feet from tractor centerline to outside edge or cutting blade arc
- X7.5.9 Boom reach down 12 feet below tractor ground level
- X7.5.10 Boom mower head capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane ☒ YES ☐ NO
- X7.6 Brush Head:
- X7.6.1 Cutting width 50 inches
- X7.6.2 Top deck A606 OR EQUAL
- X7.6.3 Side skirts 3/8 inch steel
- X7.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate ☒ YES ☐ NO
- X7.6.5 Deck has replaceable full length skid shoes ☒ YES ☐ NO
- X7.6.6 Spindle bearings tapered roller type in a sealed housing ☒ YES ☐ NO
- X7.6.7 Blades 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees ☒ YES ☐ NO
- X7.6.8 Blade bolts 1 1/8 inch x 3 heat treated, grade 8 shoulder bolt with a castel nut and roll pin ☒ YES ☐ NO
- X7.6.9 Motor direct drive, splined and totally enclosed excluding chain or flex couplers ☒ YES ☐ NO
- X7.6.10 Motor cast steel and sized to match the hydraulic pump proposed by the mower manufacturer ☒ YES ☐ NO
- X7.6.11 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control ☒ YES ☐ NO
- X7.6.12 Cutter deck rotation 160 degrees

X7.6.13 Rear shield rubber/fabric material   X   YES        NO

X7.7 Complete unit shall be delivered with all manufacturers safety features intact  
  X   YES        NO

X7.8 Mower is manufacturers standard color   X   YES        NO

X7.9 Does the proposed unit meet 'OSHA of 1970" requirements   X   YES        NO

X7.10 Does advertising meet specifications   X   YES        NO

X7.11 Preventive Maintenance and Operators Orientation/Training

X7.11.1 Will a preventive maintenance and operator's training seminar be provided as requested?   X   YES        NO

Will manuals, booklets, etc, explaining preventive maintenance, operator procedures, and service schedule be delivered with the unit   X   YES        NO

If NO, explain \_\_\_\_\_

Will you furnish all training aids   X   YES        NO

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

**DEFINITIONS:**

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

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

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

Authorized Signature: Carroll E. Fisher Date: 7/10/06



27134 PARKLANE DRIVE  
 SIOUX FALLS, SD 57106  
 OFFICE: 605 368 5865  
 FAX: 605-498-1222  
 WEBSITE: www.diamondmowers.com

## DIAMOND MOWERS, INC. LIMITED WARRANTY

Diamond Mowers, Inc. 27134 Parklane Drive, Sioux Falls, South Dakota, warrants, to the original Retail Customer, that new Diamond equipment is to be free of defects in material and workmanship. Any part of said equipment that in Diamond's judgement, shows evidence of such defects will be repaired or replaced without charge, provided that the failure of part(s) shall have occurred within twelve (12) months from the date of delivery of said equipment to the retail Customer. Expendable components such as knives, oil, chain sprockets, skid shoes, knife mounting disks and the like are excluded from but not limited to this warranty.

The Retail Customer must pay the transportation cost to and from the Diamond Mowers Dealer's service shop for warranty service. Warranty service will be performed by the Diamond Mower Dealer from whom the equipment was purchased, in his service shop and during his regularly scheduled days and hours of operation.

All Diamond Mower obligations under this warranty shall be terminated if the equipment is modified or altered in ways not approved in writing by Diamond Mowers, Inc. if repair parts other than genuine Diamond repair parts have been used, or if the equipment has been subject to misuse, neglect, accident, improper maintenance or improper operation.

Diamond Mowers, Inc. reserved the right to make improvements in design or changes in specifications at any time without incurring any obligation to owners of equipment previously sold.

No agent or person has authority to alter, add to or waive the above warranties which are agreed to be the only warranties, representations or promises, expressed or implied, as to the quality or performance of the products covered and which do not include any implied warranty of merchantability or fitness. In no event will Diamond be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment or other commercial loss.

### THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN

DIAMOND MOWERS INC. \_\_\_\_\_ WARRANTY REGISTRATION  
 Serial No. \_\_\_\_\_ Date Delivered \_\_\_\_\_  
 To End User: \_\_\_\_\_  
 End User Name: \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
 Final Destination: \_\_\_\_\_  
Street Address City State Zip Code  
 End User Mailing Address: \_\_\_\_\_  
 City / State/Zip: \_\_\_\_\_  
 End User E-Mail Address: \_\_\_\_\_  
 Tractor Mounted On: Make \_\_\_\_\_ Model \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Mower/Ditcher/Loader Installed By: Factory \_\_\_\_\_ Dealer \_\_\_\_\_ Customer \_\_\_\_\_

THE UNDERSIGNED AGREE TO THE TERM AND CONDITIONS OF THE WARRANTY AS SET FORTH ABOVE, AND HAS READ AND UNDERSTOOD THE OPERATION AND SAFETY PRECAUTIONS AS STATED IN THE OPERATORS MANUAL.

\_\_\_\_\_  
AUTHORIZED SIGNATURE/SELLING DEALER DATE \_\_\_\_\_

\_\_\_\_\_  
BUYER'S SIGNATURE DATE \_\_\_\_\_