



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

Request for Quotation

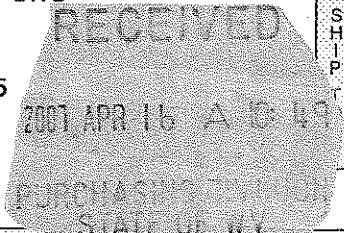
RFQ NUMBER
DNR80171

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUTCH CHITTM
304-558-8806

***709044440 304-659-2917**
HAYHURST EQUIPMENT INC
PO BOX 457
PENNSBORO WV 26415

DIVISION OF NATURAL RESOURCES
VARIOUS LOCALES AS INDICATED
BY ORDER



DATE PRINTED 04/01/2007	TERMS OF SALE Net 20 Days	SHIP VIA Our Trucks	F.O.B. Destination	FREIGHT TERMS Pre-Paid
BID OPENING DATE: 04/25/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-89	New Holland TN85DA equipped as requested (Please reference attachment)	\$31,942.00
					FOUR WHEEL DRIVE, DIESEL FARM TRACTOR	
					NEW HOLLAND TN85DA, OR EQUAL OR JOHN DEERE 5425, OR EQUAL.	
0002	1	EA		020-89	New Holland TN75A equipped as requested with Bush Hog 4045 Loader (Please reference attachment)	\$28,844.00
					FOUR WHEEL DRIVE, DIESEL, FARM TRACTOR	
					NEW HOLLAND TN75A WITH 810TL LOADER, OR EQUAL OR JOHN DEERE 5425 WITH 542NSL LOADER, OR EQUAL OR QUICKE BRAND Q30 FRONT END LOADER, OR EQUAL	
0003	1	EA		020-89	New Holland TN70DA 2-WD Cab Tractor as requested equipped with Bush Hog 4045 Loader (Please reference attachment)	\$29,425.00
					TWO WHEEL DRIVE, DIESEL, FARM TRACTOR	
					NEW HOLLAND TN70DA WITH 810 TL LOADER, OR EQUAL OR JOHN DEERE 5325 WITH 542NSL LOADER, OR EQUAL	
0004	1	EA		020-89	New Holland TN70A equipped as requested with Bush Hog 4045 Loader (Please reference attachment)	\$27,494.00
					FOUR WHEEL DRIVE, DIESEL, FARM TRACTOR	
					NEW HOLLAND TN70A WITH 810TL LOADER, OR EQUAL OR JOHN DEERE 5325 WITH 542NSL LOADER, OR EQUAL	

SIGNATURE: *Phillip C. Chittum* TELEPHONE: 304-659-2917 DATE: 10 April 2007
 TITLE: Ag. Sales Mgt. FEIN: 55-056-5833-001 ADDRESS CHANGES TO BE NOTED ABOVE

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



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04/01/2007	Net 20 Days	Our Trucks	Destination	Pre-Paid

BID OPENING DATE: **04/25/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	EA		020-89	New Holland TN70A equipped as requested with Bush Hog 4045 Loader	\$28,376.00
					FOUR WHEEL DRIVE, DIESEL, FARM TRACTOR	(Please reference attachment)
					NEW HOLLAND TN70A WITH 810TL LOADER, OR EQUAL OR JOHN DEERE 5325 WITH 542NSL LOADER, OR EQUAL	
0006	1	EA		020-89	New Holland TN60A equipped as requested with Bush Hog 4045 Loader	\$25,454.00
					FOUR WHEEL DRIVE, DIESEL FARM TRACTOR	(Please reference attachment)
					NEW HOLLAND TN65 WITH 810TL LOADER, OR EQUAL OR JOHN DEERE 5225 WITH 542NSL LOADER, OR EQUAL	
0007	1	EA		020-89	New Holland TC40A equipped as requested with 250TL Loader	\$19,900.00
					FOUR WHEEL DRIVE, DIESEL, COMPACT FARM TRACTOR	
					NEW HOLLAND TC40A WITH 250TL LOADER, OR EQUAL OR JOHN DEERE 990 WITH 300 CX LOADER, OR EQUAL OR MASSEY FERGUSON 1540 WITH 1525 LOADER, OR EQUAL	
					SEE ATTACHED SPECIFICATIONS	
					THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Ag. Sales Manger	304-659-2917	10 April 2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Ag. Sales Manger	55-056-5833-001	

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04/01/2007				

BID OPENING DATE: **04/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(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</p>						

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BID OPENING DATE: 04/25/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(X) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Hayhurst Equipment, Inc.</u></p> <p>DATE: <u>10 April 2007</u></p> <p>SIGNED: <u><i>Phillip A. Chittum</i></u></p> <p>TITLE: <u>Ag. Sales Mgr.</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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04/01/2007				

BID OPENING DATE: **04/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----BUTCH CHITTUM 44-----</p> <p>RFQ. NO.:-----DNR80171-----</p> <p>BID OPENING DATE:-----04/25/2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----304-659-3371-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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04/01/2007				

BID OPENING DATE: **04/25/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				Phillip A. Cottrille		

***** THIS IS THE END OF RFQ DNR80171 ***** TOTAL:						<u>\$191,435.00</u>

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE 8	Req. or PO#
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VENDOR

Spending Unit: DNR - Wildlife Resources
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Item No:	Quantity	Description	Unit Price	Amount
1	1	<p>SPECIFICATIONS:</p> <p>Minimum engine horsepower 80 Minimum PTO horsepower 65 Fully enclosed cab with HVAC Synchronized transmission Open center hydraulic system with two valve open center loader control valve, joystick controlled and two rear remote control valves, lever controlled; midmount and rear-controls must be fully functional in tandem Category 2 three point hitch R1 agricultural tires Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Green Bottom Wildlife Management Area, Cabell County Contact: Tom Dotson (304-675-0871) for additional information and directions</p>		
2	1	<p>Minimum engine horsepower 75 Minimum PTO horsepower 62; 540 rpm PTO Synchronized transmission; New Holland 12X12 Synchro Command or John Deere 12F/12R PowrReverser with Synchronized Mechanical Shuttle Midmount valve with single joystick control for loader Front End Loader: installed and fully compatible with tractor to include a quick detachable 83" heavy duty material bucket, lift capacity: 2530 lbs. at maximum lift height minimum breakout force: 3080 lbs. at arm center lift Replaceable bushings Single lever quick attach bucket and implements 23 gallon fuel tank or greater 16.9 gpm hydraulic pump flow or greater Grill guard Category 2 three point hitch R1 16.9X30 Rear Tires and 12X24 Front Tires/Rear tires to be loaded with washer fluid Fiberglass canopy Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Bluestone Wildlife Management Area, Summers County Contact: Larry Berry (304-256-6947) for additional information and directions</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE 9	Req. or PO#
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VENDOR

Spending Unit: DNR - Wildlife Resources		
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Item No:	Quantity	Description	Unit Price	Amount
3	1	<p>SPECIFICATIONS:</p> <p>Minimum engine horsepower 67 Minimum PTO horsepower 55 Fully enclosed cab with HVAC Synchronized transmission Open center hydraulic system with two valve open center loader control valve, joystick controlled and two rear remote control valves, lever controlled; midmount and rear controls must be fully functional in tandem Front End Loader: installed and fully compatible with tractor to include quick detachable 72" heavy duty material bucket, lift capacity: 2500 lbs. minimum, minimum breakout force: 3400 lbs. Category 2 three point hitch R1 agricultural tires, rear: R2 agricultural tires, front Grill guard Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Hillcrest Wildlife Management Area, Hancock County Contact: Steve Rauch (304-825-6787) for additional information and directions</p>		
4	1	<p>Minimum engine horsepower 67 Minimum PTO horsepower 55 Synchronized transmission Open center hydraulic system with two valve open center loader control valve, joystick controlled and two rear remote control valves, lever controlled; midmount and rear controls must be fully functional in tandem Front End Loader: installed and fully compatible with tractor to include a quick detachable 72" heavy duty material bucket, lift capacity: 2500 lbs. minimum, minimum breakout force: 3400 lbs. Category 2 three point hitch R1 agricultural tires Grill guard ROPS canopy Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Nathaniel Mountain Wildlife Management Area, Hampshire Co. Contact: Allan Niederberger (304-822-3551) for additional information and directions</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
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VENDOR

Spending Unit:
DNR - Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount
5	1	<p>SPECIFICATIONS:</p> <p>Minimum engine horsepower 67 Minimum PTO horsepower 55 Synchronized transmission Open center hydraulic system with three valve open center loader control valve, joystick controlled and three rear remote control valves, lever controlled; midmount and rear controls must be fully functional in tandem. Midmount controls must be capable of operating a grapple attachment Minimum 16.9 gpm hydraulic pump flow Front End Loader: installed and fully compatible with tractor to include quick detachable 72" heavy duty material bucket, lift capacity: 2500 lbs. minimum, minimum breakout force: 3400 lbs. Category 2 three point hitch R1 agricultural tires Grill guard Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Elk River Wildlife Management Area, Braxton County Contact: Lou Smith (304-924-6211) for additional information and directions</p>		
6	1	<p>Minimum engine horsepower 53 Minimum PTO horsepower 45 Synchronized transmission Open center hydraulic system with two valve open center loader control valve, joystick controlled and three rear remote control valves, lever controlled; midmount and rear control must be fully functional in tandem Front End Loader: installed and fully compatible with tractor to include a quick detachable 72" heavy duty material bucket, lift capacity: 2500 lbs. minimum, minimum breakout force: 3400 lbs. Category 2 three point hitch R1 agricultural tires Grill guard ROPS canopy Seat armrests Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Wallback Wildlife Management Area, Roane County Contact: Lou Smith (304-924-6211) for additional information and directions</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
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VENDOR

Spending Unit:
DNR - Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount
7	1	<p>SPECIFICATIONS:</p> <p>Minimum engine horsepower 40 Minimum PTO horsepower 35 Synchronized transmission Open center hydraulic system with two valve open center loader control valve, joystick controlled and one rear remote control valve, lever controlled Front End Loader: installed and fully compatible with tractor to include 72" heavy duty material bucket Category 2 three point hitch R1 agricultural tires Service manual Demonstration to be provided by Dealer Representative upon delivery Deliver to: Conaway Run Wildlife Management Area, Tyler County Contact: Mark Shock (304-420-4550) for additional information and directions</p> <p>PLEASE NOTE: This requisition is drawn on expiring funds. Delivery of items requisitioned herein must be received and invoiced by July 16, 2007. Vendors should bid only on those items for which they can meet delivery requirements.</p>		



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #1						
ANSWERS TO QUESTIONS AS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAIN THE SAME.						
NO OTHER CHANGES						
THIS DOCUMENT HAS NO BEARING ON THE PRICE QUOTED!!						
0001	1	EA		020-89		
FOUR WHEEL DRIVE, DIESEL FARM TRACTOR						

RECEIVED

2007 APR 24 A 9:29

East
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE <i>Phillip A. ...</i>			TELEPHONE 304-659-2917		DATE 23 April 2007
TITLE Ag. Sales Mgr.		FEIN 55-056-5833-001		ADDRESS CHANGES TO BE NOTED ABOVE	

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

Question

The John Deere warranty mileage and pickup is not included. We want to know if you have a way of getting the tractors to our facilities or if you're willing to pay the mileage. We want to be up front with everyone and make sure there are no surprises. The answer could reflect on which tractors from the different counties we bid on. Thank you for your attention to this question.

Answer

The standard factory warranty should be in effect for the tractors and if they need warranty service the DNR will deliver tractor to the dealer and pick it up when service is complete.

Vendor:

Spending Unit:

Requisition No.: DNR80171

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 x

No. 2

No. 3

No. 4

No. 5

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.


Signature

Hayhurst Equipment, Inc.
Company

23 April 2007
Date

Hayhurst Equipment, Inc.
HEI
435 West Myles Ave.
Pensboro, WV 26415

'SERVING THE AREA SINCE 1921"
Toll Free: 1-866-659-2917
heinc@citynet.net
THE DESK OF PHILLIP A. COTTRILLE
Paslc1@hotmail.com

10 April 2007

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
Ref: RFQ# DNR80171

Mr. Chittum;

This brief memo is intended to shed light on issues contained within the pages of this RFQ as regards to some of the specifications and specific equipment brands and models.

With over 35 years experience in this business I pride myself with the knowledge that I have obtained and I always point-out issues that I feel, as a taxpayer, make financial sense. There are a couple of issues that I would like to bring to your attention that might be considered useful in the evaluation of this RFQ.

If I can be of any further assistance in this matter I am available upon your request.

#1 New Holland is changing loader vendors again and the 810TL is slow to migrate into the inventory at the distribution centers, which will result in time delay in obtaining these products. Possible delay in meeting the required delivery and invoicing deadline.

#2 New Holland is using a Canadian Company (ALO) as the current manufacture for the loaders and ALO does not typically use the SAE standard Skid Steer mounting plate for attachments thus creating interchangeability issues with current loader attachments that the DNR has purchased over the last few years. This may require the DNR to purchase additional loader attachments instead of being able to share attachments with current tractors/loaders.

#3 In item #6 the DNR is requesting a tractor that has been out of production for 2-3 years. I believe that this is a typing error as the horsepower specified reflect the current model offered, TN60A. Thus I priced the correct model base on the requested specifications.

Hayhurst Equipment looks forward to be selected as the successful bidder on this project and will do everything in our, and New Holland's power to make the deliveries in the required time frame.

The timely award of this RFQ will directly affect availability.

Most respectfully submitted by;

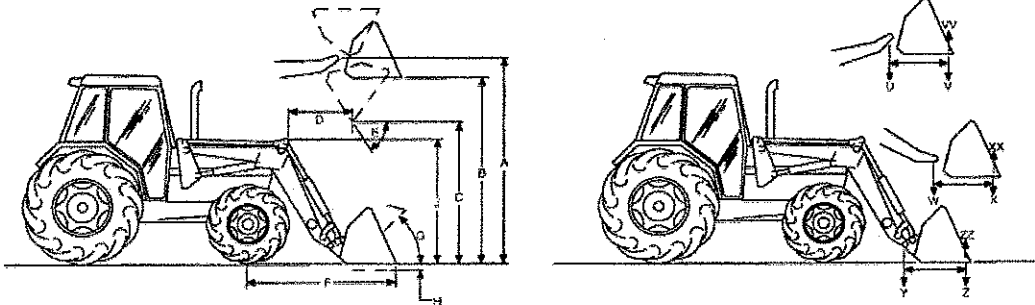
A handwritten signature in black ink, appearing to read "Phillip A. Cottrille". The signature is written in a cursive style with a large, prominent initial "P".

Phillip A. Cottrille
866-659-2917
pasc1@hotmail.com

4045 FRONT END LOADER

PTO Horsepower Range: 40 - 70

For 2-Wheel and 4-Wheel Drive Tractors



A. Maximum Lift Height - Measured at Pivot Pin	126"
B. Maximum Lift Height - Under Level Bucket	116"
C. Clearance with Attachment Dumped 45°	97"
D. Reach at Maximum Height	36"
E. Maximum Dump Angle	45°
F. Reach with Bucket on Ground	78"
G. Maximum Rollback Angle	25°
H. Digging Depth	3.5"
J. Overall Height in Carry Position	63"
U. Lift Capacity to Maximum Height - at Pivot Pin	3500 lbs.
V. Lift Capacity to Maximum Height - 31.5" Forward of Pivot Pin	2200 lbs.
W. Lift Capacity to 59" Height - at Pivot Pin	4100 lbs.
X. Lift Capacity to 59" Height - 31.5" Forward of Pivot Pin	2950 lbs.
Y. Breakout Force - at Pivot Pin	5000 lbs.
Z. Breakout Force - 31.5" Forward of Pivot Pin	3500 lbs.
VV. Rollback Force at Maximum Height - 31.5" Forward of Pivot Pin	5100 lbs.
XX. Rollback Force at 59" Height - 31.5" Forward of Pivot Pin	5300 lbs.
ZZ. Rollback Force at Ground Level - 31.5" Forward of Pivot Pin	3600 lbs.

Raising Time - Ground Level to Full Height	5 sec.
Lowering Time - Full Height to Ground Level	3 sec.
Bucket Dumping Time - Full Rollback to Full Dump	5 sec.
Bucket Rollback Time - Full Dump to Full Rollback	3 sec.

Hydraulic System: Two, 2.5" bore, 23.38" stroke double-acting bucket cylinders and two, 2.75" bore 18.25" stroke double-acting lift cylinders. Specifications based on tractor system of 2850 psi hydraulic pressure and 11 gpm pump capacity.

Specifications will vary slightly with different tractors.

Note: Front fenders must be removed on FWA models.

SALVO-TRACTORS



NEW HOLLAND WARRANTY AND LIMITATION OF LIABILITY AGREEMENT - AGRICULTURAL PRODUCTS

COVERAGE PROVIDED

New Holland North America, Inc. or New Holland Canada, Ltd., hereinafter called "Company" warrants to the retail purchaser of each new Product (as listed below) that the Selling Dealer or authorized NH dealer will repair or replace any part thereof found to be defective in materials or workmanship within the following periods. This warranty is for the benefit of the original or subsequent purchaser.

BASIC WARRANTY

Product	Warranty Period (whichever comes first)
-Harvesting, Materials Handling Equipment and Implements	12 Months
Extended New Holland Engine Warranty for Harvesting Products*	An Additional 12 Months or 2000 hours
-2300 Series Windrower Header retailed on or after 1/1/1999	24 Months
-Self Propelled Forage Harvester Models FX28, FX38 and FX58	24 Months or 3000 Cutterhead Hours
-Compact Tractor Models 1530, 1630, 1725, 1925, and TC Models (only)	24 Months or 2000 Hours
Extended Power Train Warranty**	An Additional 12 Months or 2000 Hours
-Agricultural and Compact Tractors (except as noted) Including BiDirectional	24 Months or 2000 Hours
-Sprayers	12 Months
-Replacement Parts	180 days or to end of Basic Warranty (whichever is longer)

*Allison transmissions, Caterpillar, Cummins and Deutz engines are warranted by their respective manufacturers.
**The components covered by extended Power Train warranty consists of the following:

ENGINE - All internal lubricated parts, cylinder block, cylinder head, oil pan, oil pump, seals & gaskets, head gasket, fuel injection pump and lines, turbocharger unit (factory installed), timing gear cover, timing gears, and valve cover.
TRANSMISSION - Transmission case and all internal lubricated parts, torque converter, auxiliary drive axle transfer case, seals and gaskets.
MAIN DRIVE AXLE(S) - Center & drive axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, auxiliary drive axle transfer case, PTO-clutch, internal shafts and bearings, seals and gaskets.
AUXILIARY DRIVE AXLE - Axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, seals and gaskets, drive shaft and universal joints.

LIMITATIONS, INCLUDING DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES

New Holland North America, Inc. or New Holland Canada, Ltd. does not authorize any person or dealer to create for it any other obligation or liability in connection with these products. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THIS PRODUCT IS LIMITED TO THE STATED DURATION OF THIS WRITTEN WARRANTY. NEITHER COMPANY NOR THE SELLING DEALER SHALL BE LIABLE FOR LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. The remedy of repair or replacement of a defective part during the warranty period herein specified shall be the purchaser's exclusive remedy. This warranty does not cover delivery charges or travel time.

PROTECTIVE EQUIPMENT

Rollover protective structure (ROPS) and seat belts are provided as standard equipment on all New Holland agricultural tractors and we strongly recommend their use. Customers who elect to remove or not use this protection do so at their own risk.

- I acknowledge the existence of OSHA regulations pertaining to ROPS/FOPS. _____
- The correct Operator's Manual has been furnished to me. _____
- The correct Operator's Manual has been reviewed with me by the selling dealer and will be furnished to me upon delivery of the product. _____
- Safety precautions were explained to me by the selling dealer. _____
- Safety features of the product were explained to me by the selling dealer. _____
- The dealer has reviewed any applicable Federal Emissions Warranty and I understand its provisions.) _____

ACKNOWLEDGEMENT (check one)

Owner Transfer New Equipment Sale

APPLICATION (check one)

Scraper Non-Scraper

The blank spaces under "Protective Equipment" have been filled in and are correct, and I acknowledge that I have read and I accept this Warranty and Limitation of Liability Agreement.

Purchaser _____ Dealer _____ Code _____
Address _____ Address _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Model _____ Serial No. _____ Retail Date _____ / _____ / _____
Attachment Model _____ SN _____
Attachment Model _____ SN _____
Purchaser _____ Date _____ Dealer _____ Date _____
Signature Signature

NEW HOLLAND WARRANTY DETAIL

The warranty period will begin on date of original retail sale or date of original use, whichever is earlier.

- The obligation of Company to the purchaser under this warranty is limited to the repair or replacement of defective parts by an authorized New Holland dealer and will be done free of charge for both parts and labor using genuine New Holland replacement parts. Repair or replacement in accordance with this warranty shall constitute fulfillment of all liabilities of Company and the Selling Dealer in respect to such Products.
- Repairs or replacements will be performed by the Selling Dealer, following delivery of the Product by the purchaser to the Dealer's place of business. At the customer's request, any New Holland dealer authorized to sell and service the described Products shall perform the repair at its dealership.
- The Selling Dealer shall review these warranty provisions with the purchaser prior to retail sale, secure his acknowledgement of delivery of this warranty and record the date of original retail sale or date of original use.
- To obtain warranty service, the purchaser must (1) report the product defect to an authorized New Holland dealer and request repair within the applicable warranty term and (2) present evidence of the warranty start date.

WHAT IS NOT COVERED BY THE WARRANTY?

This warranty shall NOT apply under the following conditions:

1. With respect to vendor warranty items such as Allison transmissions and Deutz, Cummins and Caterpillar engines, or tires, tubes, and attachments which shall be warranted by their manufacturer, or local representative thereof.
2. If the unit has been subject to misapplication, abuse, misuse, negligence of proper maintenance or other negligence, fire or other accident.
3. If parts or attachments other than those made or marketed by New Holland North America, Inc. or New Holland Canada Ltd., have been used in connection with the unit, and in the sole judgment of Company such use affects its performance, stability or reliability.
4. If the unit has been altered or repaired outside of a New Holland dealership in a manner which, in the sole judgment of Company, affects its performance, stability or reliability.
5. Batteries are covered by a separate pro-rata adjustment warranty. The pro-rata plan covers the battery fully for the basic product warranty period as indicated, with any remaining warranty pro-rated according to the months of service.
6. The purchaser shall be responsible for payment of dealer travel time to the machine or to deliver the machine to the dealer's service shop for repair. New Holland warranty does not cover delivery charges or travel time.
7. The Company shall have no liability for used equipment sold beyond the specified coverage period.
8. No warranty shall apply to damage resulting from accident or damage caused by environment (such as exposure to corrosive material). The Company shall not be responsible for rental equipment used to replace the equipment being repaired.
9. This warranty shall NOT apply to normal maintenance services (such as tune-ups, fuel injection system cleaning or wheel, brake and clutch adjustments), to normal replacement of service items (such as filters and brake or clutch linings), or to normal deterioration due to use or exposure (such as belts and exterior finish). New Holland shall not be responsible for normal replacement parts such as cutting knives, chains, belts, clutches, filters, oil, or other parts which are worn out, unless they are determined to be defective in material or workmanship.
10. This warranty shall NOT apply to any Product which is normally operated outside of the United States, and/or Canada.
11. This warranty shall NOT apply if the purchaser, insurance company, or any other entity or individual acting on behalf of the purchaser seeks reimbursement for the dollar value of the repair(s) or replacement(s) covered under this warranty.
12. If the injection pump has been set for fuel delivery above New Holland specifications.
13. When claims for a complete assembly, where the combined costs of parts and labor to repair the assembly, are less than the replacement cost of the complete assembly.
14. If 4WD articulated tractors are used in commercial and/or construction related activities such as earth moving, scraping, land leveling, or bull dozing. Usage in these applications will void the drive train, main frame and drawbar/drawbar cage warranty. Definition of Scraper Application (for Ag Products) Scraper application is defined as the use of any tractor to which a scraper has been or ever will be attached.

RIGHT TO MAKE DESIGN CHANGES

Company reserves the right to make changes in the design and other changes in its products at any time and from time to time without notice and without incurring any obligation with respect to any product previously ordered from it, sold or shipped by it.

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:

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

CONFIDENTIALITY:

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

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

Vendor's Name: Hayhurst Equipment, Inc.

Authorized Signature: *Phillip A. Castelle* Date: 10 April 2007