



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*



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  
**708EC001**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME / ADDRESS HERE

VENDOR

*SALES*

Middletown Tractor Sales  
 2032 Fairmont Avenue  
 Fairmont, WV 26554

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/23/2007	Net 30	OUR TRUCK	Buckhannon	Prepaid
D OPENING DATE: 09/05/2007		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		020-66	See attached	See attached
<p><b>2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS</b></p> <p>***We are bidding a John Deere tractor and Alamo mowers, please see attached***</p> <p><b>OPEN END CONTRACT</b></p> <p><b>TO PROVIDE 2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED ARTICULATED BOOM MOWER/ GRASS ROTARY MOWER/ SIDE FLAIL MOWER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS 131-1-F.</b></p> <p><b>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 8/23/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</b></p> <p><b>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON 8/13/07.</b></p> <p><b>SEND YOUR QUESTIONS TO: PURCHASING DIVISION          JOHN JOHNSTON          2019 WASHINGTON ST. E.          CHARLESTON, WV. 25305</b></p> <p><b>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.          E-MAIL: JJOHNSTON@WVADMIN.GOV          FAX: 304-558-4115</b></p> <p><b>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</b></p> <p><b>EXHIBIT 2</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James A. Bonds* TELEPHONE: 304-366-4690 DATE: 9-20-2007

FILE: *Bonds* FEIN: 55-054-7175 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  
**708EC001**

PAGE  
**2**

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

**RFQ COPY**

TYPE NAME ADDRESS HERE

VENDOR

**Middletown Tractor Sales**  
**2032 Fairmont Avenue**  
**Fairmont, WV 26554**

125

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/23/2007				

ID OPENING DATE: **09/05/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR 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 TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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  
**708EC001**

PAGE  
**4**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

*AKS*  
 Middletown Tractor Sales  
 2032 Fairmont Avenue  
 Fairmont, WV 26554

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
07/23/2007				

OPENING DATE: **09/05/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		
LE	FEIN	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
708EC001

PAGE
6

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Middletown Tractor Sales  
 2032 Fairmont Avenue  
 Fairmont, WV 26554

*SALES*

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/23/2007				

OPENING DATE: 09/05/2007 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		
FEIN	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  
**708EC001**

PAGE  
**8**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

**Middletown Tractor Sales**  
**2032 Fairmont Avenue**  
**Fairmont, WV 26554**

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

DATE PRINTED <b>07/23/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
D OPENING DATE: <b>09/05/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: 33</b></p> <p><b>RFQ. NO.: 708EC001</b></p> <p><b>BID OPENING DATE AND TIME</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b>  <b>304-366-4698</b></p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b>  <b>James A. Boyers</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: DATE: \_\_\_\_\_

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 131-1-F

OPEN END CONTRACT  
2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL  
MID MOUNTED ARTICULATED BOOM MOWER/  
GRASS ROTARY MOWER/SIDE FLAIL MOWER

NOTE TO BIDDER: Procurement Specification No. 131-1-F, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.  
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 708EC001

Bidder's Name: MIDDLETOWN TRACTOR SALES

Address: 2032 FAIRMONT AVE., FAIRMONT, WV 26554

Telephone Number: 304-366-4690

Years Bidder has been registered to do business with the State of West Virginia: 35 YRS.

Years Company has been an authorized dealer for proposed unit: 55 YRS.

X3.2 Have you complied with all mandatory specifications noted in **bold print**?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: WITHIN 120 Calendar Days After Date of  
**Purchase Agreement**

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

X5.0 AWARD CRITERIA;

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT in quantities:

1-5	SEE ADDENDUM	per unit
11-20	"	per unit
21 and over	"	per unit

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5	See Addendum	per unit
6-10	"	per unit
11-20	"	per unit
21 and over	"	per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5	See Addendum	per unit
6-10	"	per unit
11-20	"	per unit
21 and over	"	per unit

Grass Rotary Mower Only:

1-5	See Addendum	per unit
6-10	"	per unit
11-20	"	per unit
21 and over	"	per unit

Side Flail Mower Only:

1-5	See Addendum	per unit
6-10	"	per unit
11-20	"	per unit
21 and over	"	per unit



**X6.0 SPECIFICATIONS - GENERAL**

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

JOHN DEERE MODEL 6230 DATE OF MANUFACTURE 2008 \_\_\_\_\_

Alamo Machete II Date of Manufacture 2008 \_\_\_\_\_

Alamo 60" Side Rotary Mower Date of Manufacture 2008 \_\_\_\_\_

Alamo 74" Side Flail Mower Date of Manufacture 2008 \_\_\_\_\_

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

If not, why? \_\_\_\_\_

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

YES  NO

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

YES  NO

X6.2  
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY:FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL \_\_\_\_\_ ENGINE \_\_\_\_\_

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

AIR OUTER \_\_\_\_\_ POWER STEERING \_\_\_\_\_

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

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

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

HYDRAULIC \_\_\_\_\_ COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_ OTHER \_\_\_\_\_

**X6.3 TRAINING:**

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

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

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

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

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

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

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

**X6.5 WARRANTY AND SERVICE POLICY**

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

Is warranty literature attached?  YES  NO

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

**Describe:**  
Manufacturers two (2) year warranty is provided. See attached copy for details.

Is there a three (3) year bumper to bumper basic parts and labor warranty available  YES  NO

**Describe: (Include cost and conditions)** \_\_\_\_\_

\_\_\_\_\_ The 3<sup>rd</sup> year warranty is an extension of the 2 year warranty. See Warranty statement for details

COST IS ON THE PRICING PAGES



**X6.6 EVALUATION COMMITTEE REQUIREMENTS**

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

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

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

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

**X7.0 SPECIFICATIONS OF THE QUOTED UNIT – UTILITY TRACTOR**

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: JOHN DEERE Model: 6230

**X7.1 Tractor dry weight (without ballast):** 8582 lbs.

**X7.2 Wheelbase:** 94.5 inches

**X7.3 Is unit 2 wheel drive**  YES  NO

**X7.4 Is the hood tilt up with manufacturers approved prop system**  YES  NO

**X7.5 Is unit equipped with manufacturers lockable side panels**  YES  NO

**X7.6 Can all daily services be done from ground level**  YES  NO

**X7.7 Engine:**

**X7.7.1 Is engine manufacturers water cooled, diesel powered**  YES  NO

Manufacturer: JOHN DEERE Model: 4.5L POWER TECH E

**X7.7.2 PTO Horsepower:** 75

X7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer  YES  NO

X7.8 Engine Lubrication System:

X7.8.1 Full pressure lubrication with oil filter and oil by pass system  YES  NO

X7.8.2 Engine oil cooler  YES  NO

X7.8.3 Is engine wet sleeved  YES  NO

X7.9 Engine Cooling System:

X7.9.1 Pressurized cooling system with thermostat and by pass, supplied with Dex Cool Extended Life protected to a freeze point of -34 degrees F  YES  NO

X7.9.2 Is cooling system equipped with a coolant recovery tank and sight glass  YES  NO

X7.10 Air Induction System:

X7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve  YES  NO

X7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required  YES  NO

X7.11 Exhaust System:

X7.11.1 Is muffler under hood with manufacturers approved vertical exhaust with rain and weather protection  YES  NO

X7.12 Electrical System:

X7.12.1 Is unit electrical system manufacturers noise suppression wiring, 12 volts negative ground  YES  NO

X

X7.12.2 Is neutral start switch (for safety purposes) provided  YES  NO

X7.13 Charging System:

X7.13.1 Is charging system manufacturers heavy duty for model bid  YES  NO  
Manufacturer: BOSCH Model: 90 AMP 24519

X7.14 Engine Fuel System:

X7.14.1 Is dual stage filtering provided  YES  NO

X7.14.2 Is unit provided with a fuel water separator  YES  NO

X7.14.3 If fuel tank is exposed, is manufacturers skid plate provided  YES  NO  
Is it manufactured in a manner that shall give the fuel tank maximum protection  YES  NO

X7.15 Lighting System:

- X7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch  YES  NO
- X7.15.2 Four (4) roof mounted work lights: two (2) front and two (2) rear  YES  NO
- X7.15.3 Fenders mounted rear tail lights and turn signals shock mounted  YES  NO
- X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear  YES  NO
- X7.15.5 Unit provided with console and dome lighting  YES  NO
- X7.15.6 Unit has seven (7) terminal out socket to provide lighting for towed equipment  YES  NO
- X7.15.7 **Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush**  YES  NO

**Does it meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting**  YES  NO

**Manufacturer: TARGET TECH Model: Multi-Flash 5X,12/48 VDC, 11 Joules**

- X7.15.8 OSHA approved back up alarm provided on unit  YES  NO

X7.16 Unit Instrumentation:

- X7.16.1 Tachometer  YES  NO
- X7.16.2 Speedometer  YES  NO
- X7.16.3 Hourmeter operable from engine operation not key switch  YES  NO
- X7.16.4 Coolant temperature indicator with audible buzzer or warning light  YES  NO
- X7.16.5 Oil pressure indicator with audible buzzer or warning light  YES  NO
- X7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded  YES  NO

X7.17 Clutch:

- X7.17.1 Wet type, manufacturers heaviest duty available  YES  NO

Manufacturer and Model: John Deere PermaClutch 2 (See Addendum)

X7.18 Transmission of the following design and arrangement:

- X7.18.1 Power shift design mechanically controlled with left hand reverser  YES  NO

See Addendum

X7.18.2 16 forward speeds  YES  NO

X7.18.3 16 reverse speeds  YES  NO

X7.18.4 Speed ranges 1.5 – 20 MPH  YES  NO

X7.18.5 Transmission manual shift lever is console mounted  YES  NO

X7.19 Differential has the following features:

X7.19.1 Differential manufacturers heavy duty  YES  NO

X7.19.2 Manufacturers differential lock engagement and disengagement capability  YES  NO

X7.19.3 On-the-go differential lock engagement and disengagement capability  YES  NO

X7.20 Axle:

X7.20.1 Front Axle:

X7.20.1.1 Front axle manufacturers heavy duty for use with boom mounted mower  YES  NO

X7.20.1.2 Front axle 20 degree oscillation

X7.20.2 Rear Axle:

X7.20.2.1 Rear axle 3.37 inches in diameter

X7.21 Planetary Final Drives:

X7.21.1 In board type  YES  NO

X7.22 Tractor Hydraulic System:

X7.22.1 Hydraulic system provides sufficient pressure and flow to operate all tractor functions at peak efficiency  YES  NO

Pressure and flow: 17.5 GPM/2500 psi

X7.22.2 Tractor has control valves with three (3) detent position and flow  YES  NO  
SEE ADDENDUM

X7.22.3 Hydraulic hoses can be coupled and uncoupled under pressure  YES  NO

X7.23 Brakes:

X7.23.1 Recommended manufacturers emergency braking system provided  YES  NO

Manufacturer and Model: JOHN DEERE 6230

X7.23.2 Hydraulic actuated service brakes  YES  NO

X7.23.3 Wet type disc brakes  YES  NO



- X7.23.4 Self adjusting and equalizing**  YES  NO
- X7.24 Wheels and Tires:
- X7.24.1 Front Tires: 10 x 16 10PLY F2
- X7.24.2 Rear Tires: 18.4 x 34 R1
- X7.25 Three Point Hitch:
- X7.25.1 Hitch electro-hydraulically operated  YES  NO
- X7.25.2 Hitch has external switch to control raising and lowering from rear of tractor for safety purposes**  YES  NO
- X7.25.3 Three point hitch is a category 2 type  YES  NO
- X7.25.4 Hitch lift capacity 5028 lbs. at 24 inches behind lift point
- X7.26 Cab and Related Accessories:
- X7.26.1 Cab has OSHA approved ROPS**  YES  NO
- X7.26.2 Cab is insulated and pressurized  YES  NO
- X7.26.3 Cab mounted by the manufacturer  YES  NO
- X7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer  YES  NO
- X7.26.5 Cab has safety glass, tinted at all locations**  YES  NO
- X7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right  YES  NO
- X7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt  YES  NO
- X7.26.8 Seat has a height and weight adjustment and swivel left and right 15 degrees for easier operation  YES  NO
- X7.26.9 Seat equipped with adjustable arm rests  YES  NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes  YES  NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel  YES  NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab  YES  NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience

YES  NO

X7.26.14 Cab unit has front and rear windshield wipers and washers  YES  NO

X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided  YES  NO

X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided  YES  NO

X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact  YES  NO

X7.27 PTO:

X7.27.1 PTO RPM: 540

X7.27.2 PTO can be engaged and disengaged on-the-go  YES  NO

X7.28 Paint:

X7.28.1 Tractor is painted manufacturers standard color  YES  NO

• X8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER:

Will the 20 Foot Universal Mid Mounted Articulated Hydraulic Powered Boom Mower with Universal Frame and Hitch Assembly allow the use of a 60 Inch Side Mounted Short Arm Rotary Grass Mower or a 74 Inch Side Mounted Flail  YES  NO

Manufacturer: ALAMO Model: MACHETE II

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

Describe: See Addendum

Is a three (3) bumper to bumper basic parts and labor warranty available  YES  NO

Describe (include costs and conditions): \_\_\_\_\_

The 3 year warranty is an extension of the 2 year warranty. See costs page for pricing.

X8.1 Frame:

X8.1.1 Is frame mid mounted to under side of tractor utilizing a modular center weldment with attaching rails adequately secured to the front bolster and rear axle (specifically excluding

- frame work bolting to the bell housing of the tractor)  YES  NO
- X8.1.2 Is frame modular construction from alloy steel  YES  NO
- X8.1.3 Does frame mount provide for unrestricted movement of the boom and offer limited obstructions to forward vision  YES  NO
- X8.1.4 Fore and aft boom swing spindle pin bottom of pin to ground distance 37 inches
- X8.1.5 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  YES  NO
- X8.2 Hydraulic Reservoir:
- X8.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.  YES  NO
- X8.2.2 Tank has a built-in oil level sight glass and thermometer  YES  NO
- X8.2.3 Hydraulic filter capable of providing suitable filtration for system  YES  NO
- X8.2.4 Tank is equipped with a shut off valve for closing when changing filter or hoses and for draining of tank  YES  NO
- X8.2.5 Unit is equipped with front piston type pump(s) to operate all mower functions (boom, rotary grass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO  
SEE ADDENDUM
- X8.2.6 Hydraulic GPM: 24 Is it manufacturers specified to operate all mower functions at maximum efficiency  YES  NO
- X8.2.7 Front pump(s) are idle during transport  YES  NO
- X8.2.8 All circuit hoses 1 inch 4 wire braid
- X8.2.9 All hoses routed through conduit and securely fastened for best brush protection  YES  NO
- X8.2.10 Deck hoses four (4) wire braid fitted with cordura sleeving for brush protection  YES  NO
- X8.2.11 Mower controls five (5) section valve controlled through a single electronic joystick  YES  NO  
SEE ADDENDUM
- X8.2.12 Valve allows 5 functions simultaneously
- X8.2.13 Swing, lift, and dipper section have individual relief valves to give breakaway protection  YES  NO

X8.2.14 Mower cutter has a 6 second emergency shut down  YES  NO

X8.2.15 Mower head motor takes 6 seconds to wind up to full RPM for a no-shock-load-startup  YES  NO

X8.2.16 Cylinders mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side  YES  NO

X8.3 Boom Rest:

X8.3.1 A boom rest is mounted to mower frame to cradle boom during transport  YES  NO

X8.3.2 Boom rest takes pressure off all cylinders when in transport  YES  NO

o X8.3.3 When in stow, tractor and mower \_\_\_\_\_ inches with \_\_\_\_\_ inch rotary and \_\_\_\_\_ foot high  
SEE ADDENDUM

X8.4 Safety Cage:

X8.4.1 Safety cage is installed on right side and top of operator's position and a sloping guard or rail over entire hood area  YES  NO

X8.4.2 Cage is constructed of expanded metal and permanently mounted to tractor  YES  NO

X8.4.3 A 1/2 inch lexon safety glass window is part of the safety cage  YES  NO

This window covers the door window and hinged mounted so that it and the tractor window can be cleaned  YES  NO

Are there any bungee straps  YES  NO  
Meets OSHA safety standards  YES  NO SEE ADDENDUM

X8.5 Boom:

X8.5.1 Is boom two (2) piece design with all pivot points having replaceable steel bearings  YES  NO

X8.5.2 Pivot pins 2 inch diameter

o X8.5.3 Inner boom made of \_\_\_\_\_ inch x \_\_\_\_\_ inch \_\_\_\_\_ inch steel tubing  
Minimum \_\_\_\_\_ lb/sq. inch yield strength SEE ADDENDUM

o X8.5.4 Dipper boom made of \_\_\_\_\_ inch x \_\_\_\_\_ inch x \_\_\_\_\_ inch steel tubing  
Minimum \_\_\_\_\_ lb/sq. inch yield strength SEE ADDENDUM

X8.5.5 All hinge points are T-1 steel reinforcement  YES  NO

- X8.5.6 Boom swing from stow position 180 degrees forward
- X8.5.7 Boom reach up: 19'2"
- X8.5.8 Boom reach out: 21'7" from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down: 11'8" below tractor ground level
- X8.5.10 Boom mower head capable of mowing within \_\_\_\_\_ inches of rear tractor tire allowing tractor to stay further out of traffic lane SEE ADDENDUM \_\_\_\_\_ YES \_\_\_\_\_ NO
- X8.6 Brush Head:
- X8.6.1 Cutting width: 50 inches
- X8.6.2 Top deck made of ASTM A715  
(Note: this exceeds specs....A606 is 50,000 psi vs. ASTM A715 is 80,000 PSI)
- X8.6.3 Side skirts 3/8 inch steel
- X8.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate X YES \_\_\_\_\_ NO
- X8.6.5 Deck has replaceable full length skid shoes X YES \_\_\_\_\_ NO
- X8.6.6 Spindle bearing are tapered roller type in a sealed housing X YES \_\_\_\_\_ NO
- X8.6.7 Blade are 5 inches wide x 5/8 inches thick double edge tempered steel and full swing 360 degree X YES \_\_\_\_\_ NO
- X8.6.8 Blade bolts 1 1/8 inch x 3 heat treated, grade 8 shoulder bolt with a castel nut and roll pin X YES \_\_\_\_\_ NO
- X8.6.9 Mower is direct drive, splined and totally enclosed excluding chain or flex couplers X YES \_\_\_\_\_ NO
- X8.6.10 Motor is cast steel and sized to match the hydraulic pump proposed by mower manufacturer X YES \_\_\_\_\_ NO
- X8.6.11 Front safety shield, hydraulic actuated, center feed metal door is operational from joystick control X YES \_\_\_\_\_ NO
- X8.6.12 Cutter deck rotation 195 degrees
- X8.6.13 Rear shield rubber/fabric material X YES \_\_\_\_\_ NO
- X8.7 Complete unit will be delivered with all manufacturers' safety features intact X YES \_\_\_\_\_ NO
- X8.8 Mower is manufacturer's standard color X YES \_\_\_\_\_ NO
- X8.9 Unit is interchangeable with short boom rotary grass mower and 74 inch side mounted flail mower X YES \_\_\_\_\_ NO

• X9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER): SEE ADDENDUM

Manufacturer: ALAMO Model: 60GRS

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the grass rotary mower?  YES  NO

Describe: SEE ATTACHED MANUFACTURERS WARRANTY STATEMENT

Is a three (3) year bumper to bumper basic parts and labor warranty available  YES  NO

Describe (include costs and conditions): THE 3<sup>RD</sup> YEAR IS AN EXTENSION OF THE 2 YEAR WARRANTY

X9.1 Mower Lift Assembly:

• X9.1.1 Mower capable of mowing from \_\_\_\_\_ degrees up to \_\_\_\_\_ degrees down SEE ADDENDUM

X9.1.2 Mower capable of raising 17 inches vertically 6 inches below grade

X9.2 Deck:

X9.2.1 Cutting width: 60"

X9.2.2 Deck material:

X9.2.2.1 Deck: 7/64 inch

X9.2.2.2 Reinforcing frame: 3 inch x 12 inch channel

X9.2.2.3 Side skirt: 3/8 inch thick

X9.2.2.4 Skid shoes: Full length, replaceable  YES  NO

X9.2.2.5 Trash deflector: Chain, full length standard front and rear  YES  NO  
Alamo uses double chains for enhanced protection

X9.3 Spindle:

X9.3.1 Alloy steel, tapered roller bearings, bottom in oil bath  YES  NO

X9.3.2 Spindle housing cast steel unibody  YES  NO

X9.4 Motor to Spindle Drive:

X9.4.1 Splined coupler, direct drive enclosed (specifically excluding chain or dodge couplers)  YES  NO

X9.5 Blade Bar and Blades:

X9.5.1 Single leaf 1 1/4 inch x 6 inch x 27 inch

X9.5.2 Blades: Full swing 360 degrees  YES  NO

Size 1/2 inch x 4 inch x 20 17/32 inch heat treated up draft, alloy steel  YES  NO

\* X9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered  YES  NO  
SEE ADDENDUM

X9.6 Optional Equipment:

\* X9.6.1 Tail wheel assembly  YES  NO SEE ADDENDUM

\* X9.6.2 Tires are laminated  YES  NO SEE ADDENDUM

**X9.6.3 Unit is interchangeable with 20 foot boom brush mower and 74 inch side mounted flail mower**  
 YES  NO

X9.6.4 Do you have a wet blade system for extended and short booms  YES  NO

If so, cost : \_\_\_\_\_

X9.7 Paint:

X9.7.1 Manufacturer's recommended paint preparation and standard color  YES  NO

**X9.8 Does unit meet or exceed OSHA requirements  YES  NO**

**X9.9 Advertising: Does unit comply with advertising requirements  YES  NO**

X9.10 Preventive Maintenance and Operating Orientation/Training:

**X9.10.1 Describe orientation seminar and will you furnish all training aids**

**\_\_\_\_\_ COMPLETE OPERATION & MAINTENANCE TRAINING TO BE PERFORMED \_\_\_\_\_**  
**\_\_\_\_\_ AS DESCRIBED IN SECTION 6.3 \_\_\_\_\_**

X10.0 74 INCH SIDE FLAIL MOWER:

Manufacturer: ALAMO Model: 74 SF SIDE FLAIL

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the side flail mower? YES NO

Describe: SEE ADDENDUM

Is a three (3) year bumper to bumper basic parts and labor warranty available YES NO

Describe (include costs and conditions): See ADDENDUM

X10.1 Does mower have electronic positive wing transport lock, activated from inside cab X YES NO

X10.2 Does shoulder mower have electric on/off control with starter interrupt within easy reach of operator X YES NO

X10.3 Does mower cutter bar have a 6 second emergency shut down X YES NO

X10.4 Does mower head take 6 seconds to wind up to full RPM, no shock X YES NO

X10.5 Width of swath 74 inches

X10.6 Is cutting height adjustable from 1/2 inch to 6 inches X YES NO

X10.7 Cutter shaft 4 1/2 inch O.D. x 4 inch I.D. certified D.O.M. steel tube X YES NO

X10.8 Are cutter shaft bearings high speed double roller bearing, self aligning, greaseable with labyrinth type self purging seal X YES NO

X10.9 Severe duty 4 oz. flail knives X YES NO

X10.10 Is drive direct drive YES NO SEE ADDENDUM

X10.11 Is cutter housing constructed entirely of T-1 steel YES X NO

X10.12 Rear roller 6 inches diameter, 1/4 inch wall with greaseable 1/4 inch bronze bushings X YES NO

Note: Roller bearings

X10.13 Is hydraulic motor commercial series with double tapered roller bearings for superior support to input shaft YES X NO



X10.14 Is electronic joystick adjustable, analog proportional 2 axis control  YES  NO  
NOTE: THE JOYSTICK CONTROLS INDICATED IN 8.2.11 AND 8.2.12 WILL BE USED.

X10.15 Are all hinge pins heat treated  YES  NO Steel: 1045CR

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt SEE ADDENDUM  YES  NO

X10.17 Cylinders are heavy duty type with welded barrel and be externally threaded for screw on gland retainer rings  YES  NO

X10.18 Cylinders are internally cushioned on both ends of travel and have Teflon piston seals  YES  NO

X10.19 Tilt cylinder 3 inches I.D. x 3/16 inch wall with 1 inch rod

X10.20 Lift cylinder 3 inches I.D. x 3/16 inch wall with 1 inch rod

X10.21 Unit is interchangeable with short boom rotary grass mower and boom brush mower  YES  NO

X10.22 Paint:

X10.22.1 Manufacturer's recommended paint preparation and standard color  YES  NO

X10.23 Does unit meet or exceed OSHA requirements  YES  NO

X10.24 Does unit comply with advertising requirements  YES  NO

X10.25 Preventive Maintenance and Operators Orientation/Training:

X10.25.1 Describe orientation seminar and will you furnish all training aids

COMPLETE OPERATION & MAINTENANCE TRAINING TO BE PERFORMED  
AS DESCRIBED IN SECTION 6.3



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  
 708EC001

PAGE  
 1

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

MIDDLETOWN

\*709043751 304-366-4690  
 MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE  
 FAIRMONT WV 26554

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&B	FREIGHT TERMS
08/24/2007				

BID OPENING DATE: 09/26/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-66		
ADDENDUM NO. 1  BID OPENING DATE AND TIME CHANGED FROM: 09/05/07 AT 1:30 P.M. TO: 09/26/07 AT 1:30 P.M.  PAGE 4 - DELETE: PURCHASING CARD ACCEPTANCE.  ADDENDUM #2 WILL BE ISSUED AT A LATER DATE WITH CHANGES TO THE SPECIFICATIONS.  NO OTHER CHANGES.						
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

*See Pages 2-5 of Addendum No. 5*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James A. Bonds</i>	TELEPHONE 304-366-4690	DATE 9-24-07
TITLE <i>President</i>	FAX 55-054 7175	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  
 708EC001

PAGE  
 1

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

VENDOR

\*709043751 304-366-4690  
 MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE  
 FAIRMONT WV 26554

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
08/31/2007				

BID OPENING DATE: 09/26/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 09/26/07 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						
<i>see <del>RFQ</del> Addendum #5 for Pricing.</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James A. Byers</i>	TELEPHONE 304-366-4690	DATE 9-24-2007
TITLE <i>President</i>	FAX 55-0547175	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM NO. 2  
708EC001

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED  
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/SIDE FLAIL MOWER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2 DELIVERY

FROM:

X4.2.1 Delivery date of completed representative unit: ~~120~~<sup>within</sup> calendar days after date of purchase agreement

TO:

X4.2.1 Delivery of completed representative unit: within 120 calendar days after receipt of Order

FROM:

X4.2.2 Delivery date of balance of completed units: \_\_\_ calendar days after date of purchase agreement

TO:

X4.2.2 Delivery date of balance of completed units: within 180 calendar days after receipt of order

5.0 AWARD CRITERIA:  
FROM:

*See Addendum #5.*

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT in quantities:**

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

**OPTIONS:**

**2 WHEEL DRIVE**

Utility Tractor Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Grass Rotary Mower Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Side Flail Mower Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

5.0 AWARD CRITERIA:

*See Addendum #5.*

TO:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5 \_\_\_\_\_ per unit

6-10 \_\_\_\_\_ per unit

11-20 \_\_\_\_\_ per unit

21 and over \_\_\_\_\_ per unit

-----  
OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 \_\_\_\_\_ per unit

6-10 \_\_\_\_\_ per unit

11-20 \_\_\_\_\_ per unit

21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

-----  
Universal Mid Mounted Articulated Boom Mower Only:

1-5 \_\_\_\_\_ per unit

6-10 \_\_\_\_\_ per unit

11-20 \_\_\_\_\_ per unit

21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit  
-----

Grass Rotary Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

-----  
 Side Flail Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

X6.5 WARRANTY AND SERVICE  
 2<sup>nd</sup> Paragraph

FROM:

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

TO:

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



3<sup>rd</sup> Paragraph

FROM:

Is a three (3) year bumper to bumper parts and labor warranty available  YES  NO

Describe: (Include cost and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available?  YES  NO

Describe: See ATTACHED "FAIL-SAFE" DOCUMENT  
WITH GOLD PROTECTION

FROM:

X7.17.1 Wet type, manufacturers heaviest duty available  YES  NO  
Manufacturer and Model: \_\_\_\_\_

TO:

X7.17.1 Is clutch system equal to a John Deere Permaclutch 2  YES  NO

Manufacturer and Model: J D Permaclutch 2

FROM:

X7.18.1 Power shift design mechanically controlled with left hand reverser  YES  NO

TO:

X7.18.1 Power shift design equal to John Deere Powerquad Plus 16/16  YES  NO

Manufacturer and Model: J D Powerquad Plus 16/16

FROM:

X7.22.2 Tractor has control valves with three (3) detent position and flow  YES  NO

TO:

X7.22.2 Tractor has control valve(s) with three (3) detent position and flow  YES  NO

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER:  
2<sup>nd</sup> Paragraph

FROM:

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

Describe: \_\_\_\_\_

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the boom mower?      YES      NO

    X     YES      NO

Describe: SEE ATTACHED MANUFACTURERS WARRANTY

STATEMENT.

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER:  
3<sup>rd</sup> Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?      YES      NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the boom mower?      YES      NO

    X     YES      NO

Describe: SAME TERMS AND CONDITIONS OF 2 YEAR WARRANTY EXTENDED A THIRD YEAR.

FROM:

X8.2.5 Unit is equipped with front piston type pump(s) to operate all mower functions (boom, rotary grass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO

TO:

X8.2.5 Is unit equipped with front piston type pump(s) to run mower heads  YES  NO

Does it have stacked gear pump to operate fore, aft, up and down

YES  NO  
*DUAL PISTON PUMPS*

Do these pumps operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO

FROM:

X8.2.11 Mower controls five (5) section valve controlled through a single electronic joystick  YES  NO

TO:

X8.2.11 Are mower controls five (5) section valve controlled through a single electronic joystick  YES  NO

FROM:

X8.3.3 When in stow, tractor and mower \_\_\_ inches with \_\_\_ inch rotary and \_\_\_ foot high

TO:

X8.3.3 When in stow, tractor and mower is maximum 103 inches with 50 inch rotary and approximately 12 foot high  YES  NO

FROM:

X8.4.3 A 1/2 inch lexan safety glass window is part of the safety cage  YES  NO  
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned  YES  NO  
 Are there any bungee straps  YES  NO  
 Meets OSHA safety standards  YES  NO

TO:

X8.4.3 A 3/8 inch lexan safety glass window is part of the safety cage  YES  NO  
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned  YES  NO  
 Are there any bungee straps  YES  NO  
 Meets OSHA safety standards  YES  NO

FROM:

X8.5.3 Inner boom made of \_\_\_ inch x \_\_\_ inch \_\_\_ inch steel tubing  
 Minimum \_\_\_ lb./sq. inch yield strength

TO:

X8.5.3 Inner boom is 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb./sq.inch yield strength  YES  NO  
 OR  
 6 inch x 6 inch x 1/4 inch minimum 70,000 lb. sq. Inch yield strength  YES  NO  
*See Above.*

FROM:

X8.5.4 Dipper boom made of \_\_\_ inch x \_\_\_ inch x \_\_\_ inch steel tubing  
 Minimum \_\_\_ lb. sq. inch yield strength

TO:

X8.5.4 Dipper boom is made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb. sq. in yield strength  YES  NO  
 OR  
 5 inch x 5 inch x 1/4 inch minimum 70,000 lb/sq. in. yield strength  YES  NO  
*See Above.*

FROM:

X8.5.10 Boom mower head capable of mowing within \_\_\_ inches of rear tractor tire allowing tractor to stay further out of traffic lane \_\_\_ YES \_\_\_ NO

TO:

X8.5.10 **Boom mower head is capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane** \_\_\_ X \_\_\_ YES \_\_\_ NO

9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):  
2<sup>nd</sup> Paragraph

FROM:

**Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the grass rotary mower?** \_\_\_ YES \_\_\_ NO

Describe: \_\_\_\_\_

TO:

**Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the grass rotary mower?** \_\_\_ X \_\_\_ YES \_\_\_ NO

Describe: See ATTACHED MANUFACTURERS WARRANTY STATEMENT.

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available? \_\_\_ YES \_\_\_ NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the grass rotary mower? \_\_\_ X \_\_\_ YES \_\_\_ NO

Describe: Same terms and conditions as 2 year warranty extended a third year.

## X9.1.1 - NO CHANGE

Mower capable of mowing from 90 degrees up to 48 degrees down

## FROM:

X9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered \_\_\_ YES \_\_\_ NO

## TO:

X9.5.3 Blade bolts are forged with nut and lock washer, heat treated shouldered or has nut that will allow cotter pin to lock bolt and nut together X YES \_\_\_ NO

## X9.6 NO CHANGE REQUIRED

## FROM:

X9.6.1 Tail wheel assembly \_\_\_ YES \_\_\_ NO

## TO:

X9.6.1 **Unit has tail wheel assembly** X YES \_\_\_ NO

## FROM:

X9.6.2 Tires are laminated \_\_\_ YES \_\_\_ NO

## TO:

X9.6.2 **Unit has laminated tires** X YES \_\_\_ NO

10.0 74 INCH SIDE FLAIL MOWER:  
1<sup>st</sup> Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the side flail mower?      YES      NO

Describe: \_\_\_\_\_

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the side flail mower?

  X   YES      NO

Describe: See attached manufacturers statement

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?      YES      NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the side flail mower?   X   YES      NO

Describe: This is a third year extension of the attached two year manufacturers warranty.

DELETE:

X10.10 **Is drive direct drive**  YES  NO

FROM:

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt  YES  NO

TO:

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift  YES  NO





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

# Request for Quotation

RFQ NUMBER  
 708EC001

PAGE  
 1

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

VENDOR

Middletown Tractor Sales  
 2032 Fairmont Avenue  
 Fairmont, WV 26554

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/07/2007	09/26/2007			
BID OPENING DATE:			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-66		
ADDENDUM NO. 3  ADDITION TO THE SPECIFICATIONS.  REPLACE PAGE 11 OF ADDENDUM NO. 2 WITH THE ATTACHED PAGE 11.  BID OPENING DATE AND TIME REMAINS THE SAME.  NO OTHER CHANGES.						
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL: _____						

*USE Addendum #5*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James C. Boyles</i>	TELEPHONE	DATE 10/16/07
TITLE	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  
**708EC001**

PAGE  
**1**

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

**\*709043751 304-366-4690**  
**MIDDLETOWN TRACTOR SALES**  
**2032 FAIRMONT AVE**  
**FAIRMONT WV 26554**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: **09/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 4</b>						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/26/2007 AT 1:30 P.M.						
TO: POSTPONE UNTIL FURTHER NOTICE						
ADDENDUM NO. 5 WILL BE ISSUED AT A LATER DATE WITH CHANGES TO PRICING OF OPTIONS.						
NO OTHER CHANGES.						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE <b>9-24-07</b>
TITLE <i>[Signature]</i>	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
708EC001

PAGE
1

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

\*709043751 304-366-4690  
 MIDDLETOWN TRACTOR SALES  
 2032 FAIRMONT AVE  
 FAIRMONT WV 26554

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

VENDOR

SHIP TO

DATE PRINTED 10/05/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/24/2007			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
CHANGES TO THE BIDDER'S EVALUATION REPORT ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: POSTPONE UNTIL FURTHER NOTICE						
TO: 10/24/07 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						
<i>See Following Pages</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-366-4690	DATE 10-18-07	
TITLE <i>[Signature]</i>	FAX 550547175	ADDRESS CHANGES TO BE NOTED ABOVE	

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

ADDENDUM #5

708EC001

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED  
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/ SIDE FLAIL MOWER

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

5.0 AWARD CRITERIA:

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Grass Rotary Mower Only:

1-5 \_\_\_\_\_ per unit  
6-10 \_\_\_\_\_ per unit  
11-20 \_\_\_\_\_ per unit  
21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Side Flail Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

TO:  
 5.0  
 X5.1

AWARD CRITERIA:

**Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5 \$72,339.<sup>00</sup> per unit  
 6-10 \$79,640 per unit  
 11-20 \$79,640 per unit  
 21 and over \$79,640 per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 9995.<sup>00</sup> per unit

-----  
OPTIONS:

2 WHEEL DRIVE  
 Utility Tractor Only:

1-5 \$31,795.<sup>00</sup> per unit  
 6-10 \$33,549.<sup>00</sup> per unit  
 11-20 \$33,549.<sup>00</sup> per unit  
 21 and over \$33,549.<sup>00</sup> per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 5995.<sup>00</sup> per unit

-----

Universal Mid Mounted Articulated Boom Mower Only:

1-5	$\frac{\$35,386.00}{\$20,185.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
6-10	$\frac{\$36,895.00}{\$21,185.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
11-20	$\frac{\$36,895.00}{\$21,185.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
21 and over	$\frac{\$36,895.00}{\$21,185.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 5995.00 per unit

Grass Rotary Mower Only:

1-5	$\frac{\$25,116.00}{\$8900.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
6-10	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
11-20	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
21 and over	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 5995.00 per unit



## Side Flail Mower Only:

1-5	$\frac{\$25,116.00}{\$8900.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
6-10	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
11-20	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls
21 and over	$\frac{\$26,279.00}{\$8989.00}$	per unit WITH hydraulics and controls per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \$5995.00 per unit



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed five percent of the total contract amount.

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

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

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

Authorized Signature: James A. Byers Date: 10/19/07





Jim Boyers

Middletown Tractor

2032 Fairmont Ave.

Fairmont WV. 26554

Dear Jim,

Regarding the Alamo Machete mounting on the JD 6230 cab 2wd.

The mounting kit for this tractor requires a 34" rear tire. The tractor specs call for a 30" tire.

Alamo cannot supply a mounting kit for 30" rear tires .

# ALAMO-INDUSTRIAL

## LIMITED WARRANTY

### 1. LIMITED WARRANTIES

- 1.01. Alamo Industrial warrants for two years from the purchase date to the original non-commercial, governmental, or municipal purchaser ("Purchaser") and warrants for six months to the original commercial or industrial purchaser. Additional warranties available. Quote upon request.
- 1.02. Manufacturer will replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found
- 1.04. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.

### 2. REMEDIES AND PROCEDURES.

- 2.01. This limited warranty is not effective unless the Purchaser returns the Registration and Warranty Form to Manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the Authorized Dealer ("Dealer") from whom Purchaser purchased the goods or an approved Authorized Dealer ("Dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the Dealer.
- 2.04. If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will:
  - (a) Repair or replace the defective goods or part(s) or
  - (b) Reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer.

The choice of remedy shall belong to Manufacturer.

- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the Dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the Dealer to the designated factory.

### 3. LIMITATION OF LIABILITY.

- 3.01. MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.02. MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.03. EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.04. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

### 4. MISCELLANEOUS.

- 4.01. Proper Venue for any lawsuits arising from or related to this limited warranty shall be only in Guadalupe County, Texas.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

### KEEP FOR YOUR RECORDS

ATTENTION: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Servis-Rhino Implement Model \_\_\_\_\_ Serial Number \_\_\_\_\_

Date Purchased \_\_\_\_\_ Dealer \_\_\_\_\_

ATTENTION:

READ YOUR OPERATOR'S MANUAL

**ALAMO INDUSTRIAL**

An Alamo Group Company  
Post Office Drawer 549  
Seguin, Texas 78156  
830-379-1480



**SAMPLE**

This document is not an insurance policy. It is a Contract between you, the Customer, and the Dealer shown above, **FAIL-SAFE** does not assume, and specifically disclaims any liability to you for any benefits provided herein. The liability of **FAIL-SAFE** is only to the Dealer in accord with a separate agreement. By acceptance of this contract, Customer understands there are distinct coverage, terms and conditions, and that coverage is subject to underwriting and acceptance by **FAIL-SAFE**. For a repair to be covered, Repairing Dealer must report the breakdown to **FAIL-SAFE** and receive an Authorization **PRIOR TO REPAIRS BEING PERFORMED**.

**BRONZE PROTECTION**

**ENGINE / MOTOR:** All mechanical parts contained within the engine block, cylinder head, crankcase or motor housing; engine block, cylinder head, crankcase or motor housing if damaged by the mechanical breakdown of an internal part.

**POWER TRANSMISSION COMPONENT:** All mechanical and hydraulic parts contained within the power transmission case; power transmission case if damaged by the mechanical breakdown of an internal part

**FINAL DRIVE ASSEMBLIES:** All mechanical and hydraulic parts contained within the final drive axle housings; final drive housing if damaged by the mechanical breakdown of an internal part.

**SILVER PROTECTION All of the above including:**

**ENGINE / MOTOR:** Fuel Pump, Fuel Injection Pump, Turbocharger, Seals and Gaskets.

**POWER TRANSMISSION COMPONENT:** Flywheel, Torque Converter, Hydraulic Drive Pumps, Seals and Gaskets.

**FINAL DRIVE ASSEMBLIES:** Drive shaft(s) and Joint(s), Hydraulic Wheel/Track Motor(s), Seals and Gaskets.

**COOLING:** Water Pump, Fan Blade, Fan Clutch, Cooling Fan and Motor(s).

**ELECTRICAL:** Starter, Alternator, Voltage Regulator, Distributor, Wiring Harness, Solenoids and Relays, Switches, Gauges.

**AIR CONDITIONING:** Compressor and Clutch, Condenser, Evaporator, Accumulator, Receiver/Dryer, Seals and Gaskets.

**TRANSPORTATION BENEFIT:** If Customer incurs any expense for the transportation of the covered machine, or; travel time to or from the covered machine, due to the mechanical breakdown of a covered component, even during the manufacturer's warranty period, Customer is entitled to recover up to 1% of the original equipment purchase price, as indicated above, per occurrence, for said charges. However, reimbursement shall be no less than \$50; and, no more than \$500 per occurrence.

**GOLD PROTECTION All of the above including:**

**ALL MECHANICAL, HYDRAULIC OR ELECTRICAL PARTS, COMPONENTS AND ASSEMBLIES OF THE MACHINE INDICATED ABOVE,** subject only to the Terms, Conditions and Exclusions stated on the back of this Contract.

**REPLACEMENT MACHINE BENEFIT:** If Customer incurs any expense for the use of a replacement machine, due to a mechanical breakdown of a covered component which places the covered machine out of service, even during the manufacturer's warranty period, Customer is entitled to recover up to \$75 per day, based on the following schedule:

Labor Hours:	0 to 8Hrs	8.1 to 16 Hrs	16.1 to 24 Hrs	24.1 Hrs or more
Benefit:	\$75	\$150	\$225	\$300

**FAIL-SAFE PRODUCT PROTECTION  
P.O. BOX 15163 - LENEXA, KANSAS 66285**

**(800) 663-4505  
FOR CLAIMS**

**CLAIMS MUST BE AUTHORIZED BY FAIL-SAFE PRIOR TO REPAIRS BEING PERFORMED**

# **“Exceptions to Specifications”**

## **Middletown Tractor Sales**

The following are deviations from non-mandatory specifications for RFQ 708EC001

X7.18.4 (Non-Mandatory) Our speed range is 1.5 to 19 MPH vs. 1.5 to 20 MPH

X7.24.2 (Non-Mandatory) Rear Tires: Our tire size is 18.4 x 34 R1 due to the requirements of the mower manufacturer. (See attached letter)

X7.26.11 (Non-Mandatory) JD steering wheel tilts but does not telescope. The deluxe seat moves the operator closer or further from the steering wheel.

X8.2.5 This is not a deviation but a clarification. The Alamo uses a dual piston pump and not a stacked gear pump to run ALL of the mower functions. This is why it is marked “NO” on the non-mandatory part of this specification.

X9.2.2.1 and X9.2.2.2 (Non-Mandatory) The Alamo deck is 11 gauge and it is reinforced more heavily with 12” channels that are only 3” deep. This combination not only gives strength to the deck but keeps debris from building up on the outside and makes it easier to clean.

X10.7 (Non-Mandatory) The Alamo cutter shaft is 4 ½” by 4” vs. the non-mandatory 5” x 4”.

X10.12 (Non-Mandatory) The Alamo uses an 1 ¼” greasable roller bearing vs. a 1 ¼” bronze bushing. This provides more longevity due to decreased friction.

X10.11 (non-Mandatory) The cutter housing is ASTM-A36 7 gauge material vs. T-1.

X10.13 (Non-Mandatory) The piston motor we use on Flail Mowers uses two needle bearings on each end of the shaft to support the radial loads and a thrust bearing to support axial loads. A needle bearing has a series of small cylindrical rollers, orientated axially with the shaft, that wrap around and support the shaft, similar to a taper roller bearing, but no taper and smaller rollers. The thrust bearing is similar to the needle bearing, but the rollers are mounted flat and are orientated radially away from the shaft. This is used in lieu of tapered roller bearings.

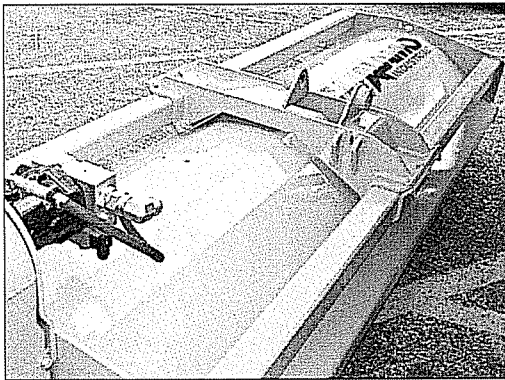
**For clarification purposes on pricing:**

Installation is included in the complete package. Limb risers, wheel weight and cab cage/Lexan is included in the boom mower specs thus it is included in the pricing if the complete package or the boom mower WITH hydraulics and controls is purchased.

# Side Mounted Rotary & Flail Mowers

## INTERCHANGABLE MOWING SYSTEMS

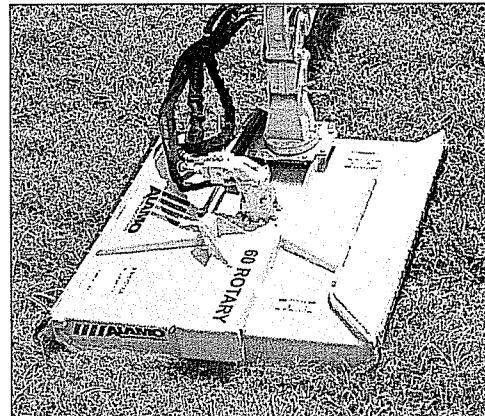
The side rotary and flail mowing systems are designed to work in conjunction with the boom mount to offer versatility and efficiency.



**Side Mounted Flail**

- 74" cutting width
- Six second start up and shutdown
- Adjustable cutting height from 1/2" to 6"
- Array of cutting knife options available including 3 oz and 4 oz knives.

- 60" cutting width
- Heavy-duty decking with 3/8" side skirts
- Double row chainguards standard
- Full length, replaceable skid shoes



**Side Mounted Rotary**

*Take advantage of the  
Tractor Mower Operator Safety Program (TMOST)  
only available through Alamo Group companies.*

*Two year limited parts and labor warranty. Three year optional.  
Call Alamo Industrial for details.*

1502 East Walnut St.  
Seguin, TX 78155  
800-882-5762

[www.alamo-industrial.com](http://www.alamo-industrial.com)

This information is intended to be of a general nature only; specifications are subject to change without notice as we continue to improve our products.

**ALAMO**  
INDUSTRIAL™

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND  
LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. ONLY)**

**A. GENERAL PROVISIONS** - The warranties described below are provided by Deere & Company ("John Deere") to the original purchasers of new Agricultural and Commercial & Consumer Equipment from John Deere or authorized John Deere dealers. These warranties apply only to equipment intended for sale in the U.S. Under these warranties, John Deere will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in the U.S. or Canada, and authorized by John Deere to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer. John Deere's Obligation shall not apply to Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty period.

**B. WHAT IS WARRANTED** - All parts of any new John Deere product, except non-John Deere engines in self-propelled Forage Harvesters, tires, radios, and batteries (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below.

(I) AGRICULTURAL PRODUCTS	WARRANTY TERM
TRACTORS	24 Months - or 2,000 Hours, Whichever Comes First*
SCRAPERS	6 Months
OTHER PRODUCTS, Including Ag Management Solutions (AMS) Products	12 Months
Engines in Self-Propelled Equipment other than Tractors	24 Months - or 2,000 Hours, Whichever Comes First

\* Warranty Term for all tractors used in Earthmoving applications (other than those specific models and configurations approved by John Deere as having a two year warranty in scraper service) is 90 days. **Engine Items Covered months 13 through 24** - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.

**Sweeps, Shovels, Plow Shares and Disk Blades** - A replacement part will be furnished without charge if the following John Deere items break during the applicable warranty term, subject to these conditions: **SWEEPS & SHOVELS** - When breakage occurs on items which do not show appreciable wear. **PLOW SHARES** - When breakage occurs before the plow share reaches the following wear limits (labor not included - wear to be measured perpendicularly across the middle of the front bolt hole): **INCH DIMENSION SHARES:** ½ inch of wear (3 ½ inches remaining); **METRIC DIMENSION SHARES:** 15mm of wear (100 mm remaining). **DISK BLADES** - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent of the original diameter (center breakage excluded).

(II) LAWN & GARDEN EQUIPMENT	WARRANTY TERM
1) All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for equipment listed in 2 below)	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) 100, L100, LA100 and G100 Series Tractors, Residential EZtrak Mowers and Attachments and Walk-Behind Mowers under 36"	24 Months in Private Residential - Personal Use 90 Days in Any Other Application

COMMERCIAL EQUIPMENT	WARRANTY TERM
3) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Z-TRAK Mowers, Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
4) Utility Tractors, Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per D below)	36 Months or 2000 Hours, Whichever Comes First
5) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 3,4,5	12 Months or 1000 Hours, Whichever Comes First

UTILITY ALL TERRAIN VEHICLES	WARRANTY TERM
6) Utility All Terrain Vehicles (UATV) and attachments	6 Months

(III) Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivating, and harvesting product which may have a delayed warranty start date, but only if established by John Deere and noted by the dealer, on the purchase order).

WHEN APPLICABLE, A SEPARATE EMISSIONS WARRANTY STATEMENT WILL BE PROVIDED BY YOUR JOHN DEERE DEALER.

**C. WHAT IS NOT WARRANTED - JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING:** (1) Used Products; (2) Frontier Equipment™ products. Warranty is the responsibility of the original manufacturer. The customer should contact a Frontier Equipment™ dealer for details; (3) Any product that has been altered or modified in ways not approved by John Deere including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (4) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator Manual recommendations; (5) Normal maintenance parts and service including, but not limited to, oil, filters, coolants, and conditioners, cutting parts, belts, brake and clutch linings; (6) UATV if used for racing or any other competitive activity.

**D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

**E. SECURING WARRANTY SERVICE** - To secure warranty service, purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.

**F. NO IMPLIED WARRANTY OR OTHER REMEDY-AGRICULTURAL PRODUCTS** - Where permitted by law, neither John Deere or any company affiliated with it makes any warranties, representations, or promises, express or implied as to the quality or performance, or freedom from defect of its agricultural products other than those set forth above, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. The only remedies the purchaser has in connection with the breach of performance of any warranty on John Deere agricultural products are those set forth above.

**G. LIMITATION OF IMPLIED WARRANTIES OR OTHER REMEDIES-COMMERCIAL & CONSUMER EQUIPMENT** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, or promises express or implied as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**H. NO DEALER WARRANTY** - THE SELLING DEALER MAKES NO WARRANTY OF ITS OWN AND THE DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**I. If further information is desired, contact your selling dealer or DEERE & COMPANY MOLINE, IL at 1-866-993-3373.**

Effective 8/1/07

**DEFINITIONS:** "We", "Us" and "Our" shall mean Dealer and/or its Administrator, **FAIL-SAFE**. In Florida "We", "Us" and "Our" shall mean Technology Insurance Company. "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Contract. This document is not an insurance policy. It is a Service Contract between You and Us. **FAIL-SAFE** does not assume, and specifically disclaims, any liability to You for any benefits provided herein. The liability of **FAIL-SAFE** is only to the Dealer in accordance with their separate agreement. By acceptance of this Service Contract, You understand there are distinct coverages, terms and conditions, and that coverage is subject to underwriting and acceptance by **FAIL-SAFE**. For a repair to be covered, Repairing Facility must report the breakdown to **FAIL-SAFE** and receive an Authorization **PRIOR TO REPAIRS BEING PERFORMED**.

**BRONZE PROTECTION**

**ENGINE / MOTOR:** All mechanical parts contained within the engine block, cylinder head, crankcase or motor housing; engine block, cylinder head, crankcase or motor housing if damaged by the mechanical breakdown of an internal part.

**POWER TRANSMISSION COMPONENT:** All mechanical and hydraulic parts contained within the power transmission case; power transmission case if damaged by the mechanical breakdown of an internal part

**FINAL DRIVE ASSEMBLIES:** All mechanical and hydraulic parts contained within the final drive axle housings; final drive housing if damaged by the mechanical breakdown of an internal part.

**SILVER PROTECTION**  
**All of the above including:**

**ENGINE / MOTOR:** Fuel Pump, Fuel Injection Pump, Turbocharger, Seals and Gaskets.

**POWER TRANSMISSION COMPONENT:** Flywheel, Torque Converter, Hydraulic Drive Pumps, Seals and Gaskets.

**FINAL DRIVE ASSEMBLIES:** Drive shaft(s) and Joint(s), Hydraulic Wheel/Track Motor(s), Seals and Gaskets.

**COOLING:** Water Pump, Fan Blade, Fan Clutch, Cooling Fan and Motor(s).

**ELECTRICAL:** Starter, Alternator, Voltage Regulator, Distributor, Wiring Harness, Solenoids and Relays, Switches, Gauges.

**AIR CONDITIONING:** Compressor and Clutch, Condenser, Evaporator, Accumulator, Receiver/Dryer, Seals and Gaskets.

**TRANSPORTATION BENEFIT:** If Customer incurs any expense for the transportation of the covered machine, or; travel time to or from the covered machine, due to the mechanical breakdown of a covered component, even during the manufacturer's warranty period, Customer is entitled to recover up to 1% of the original equipment purchase price, as indicated above, per occurrence, for said charges. However, reimbursement shall be no less than \$50; and, no more than \$500 per occurrence.

**GOLD PROTECTION**

**All of the above including:**

**ALL MECHANICAL, HYDRAULIC OR ELECTRICAL PARTS, COMPONENTS AND ASSEMBLIES OF THE MACHINE INDICATED ABOVE,** subject only to the Terms, Conditions and Exclusions stated on the back of this Contract.

**REPLACEMENT MACHINE BENEFIT:** If Customer incurs any expense for the use of a replacement machine, due to a mechanical breakdown of a covered component which places the covered machine out of service, even during the manufacturer's warranty period, Customer is entitled to the benefit as stated on the following schedule:

Labor Hours:	0 to 8Hrs	8.1 to 16 Hrs	16.1 to 24 Hrs	24.1 Hrs or more
Benefit:	\$75	\$150	\$225	\$300

**FAIL-SAFE PRODUCT PROTECTION**  
**P.O. BOX 15163 - LENEXA, KANSAS 66285**

**(800) 663-4505**  
**FOR CLAIMS**

**CLAIMS MUST BE AUTHORIZED BY FAIL-SAFE PRIOR TO REPAIRS BEING PERFORMED**

# TERMS, CONDITIONS & EXCLUSIONS FOR NON-RESIDENTIAL EQUIPMENT

## MECHANICAL BREAKDOWN COVERAGE:

We agree to repair, replace or reimburse YOU for reasonable cost to repair or replace any covered part, component, or assembly of the covered machine if required due to a mechanical breakdown. "MECHANICAL BREAKDOWN" is defined as the "sudden failure of a component, part or assembly, as supplied by the manufacturer". "Reasonable Cost" is defined as "the charges for the repair or replacement of covered parts at prevailing retail labor rates, using parts of like kind and quality, which may include remanufactured parts as customarily used in the industry." Protection shall begin (for new equipment) on the "MFG WARRANTY START DATE" and zero hours; or, (for used equipment) on the date of sale of the used equipment and at the hours on the used equipment at date of sale, as stated on the front of this contract. Protection shall expire upon the earliest occurrence of: (1) term months have expired; or, (2) term hours have expired; or, (3) total loss limit is paid.

## EXCLUSIONS:

### No Coverage shall be extended:

1. FOR THE REPAIR OR REPLACEMENT OF ANY PART IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED; OR, FOR DAMAGE TO A COVERED PART DUE TO THE BREAKDOWN OF A NON-COVERED PART; OR, FOR ANY BREAKDOWN DUE TO THE CONTINUED OPERATION OF THE COVERED EQUIPMENT AFTER A MECHANICAL BREAKDOWN HAS OCCURRED.
2. FOR ANY BREAKDOWN CAUSED BY COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORISM, WAR, INSURRECTION, EXPLOSION, FALLING MISSILES, LIGHTENING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, OR OTHER ACT OF GOD.
3. FOR LIABILITY OR DAMAGE TO PROPERTY, OR INJURY TO, OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED EQUIPMENT.
4. FOR LOSS OF USE, TIME, INCONVENIENCE, OR ANY OTHER CONSEQUENTIAL OR RESULTANT LOSS OF ANY KIND.
5. FOR ANY BREAKDOWN DUE TO OVERLOADING, MISUSE, ABUSE, NEGLIGENCE, VIBRATION OR ALTERATION OF THE COVERED EQUIPMENT.
6. WHEN RESPONSIBILITY FOR THE REPAIR IS COVERED BY ANY WARRANTY OF THE MFG OR REPAIRER'S GUARANTEE, OR IF THE MFG HAS ANNOUNCED RESPONSIBILITY THROUGH RECALLS AND/OR REPAIR BULLETINS.
7. FOR ANY BREAKDOWN DUE TO LACK OF LUBRICATION.
8. FOR ANY BREAKDOWN DUE TO FREEZING OR OVERHEATING.
9. FOR ANY BREAKDOWN DUE TO CONTAMINATION.
10. FOR ANY BREAKDOWN DUE TO RUST OR CORROSION.
11. FOR NORMAL AND ROUTINE MAINTENANCE AS RECOMMENDED BY THE MFG OF THE COVERED EQUIPMENT; OR, FOR ANY BREAKDOWN DUE TO LACK OF SAID MAINTENANCE; OR, FOR MAINTENANCE ITEMS, INCLUDING, BUT NOT LIMITED TO, FILTERS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, BRAKE LININGS, EXHAUST SYSTEM PARTS, BATTERIES, BATTERY CABLES, THERMOSTATS OR FREEZE PLUGS, OR, ADJUSTMENTS, ENGINE TURNE-UPS, OR THE REPAIR OR REPLACEMENT OF PARTS FOR THE SOLE PURPOSE OF INCREASING OPERATING PERFORMANCE.
12. FOR COSMETIC ITEMS, INCLUDING, BUT NOT LIMITED TO, BRIGHT METAL, ORNAMENTATION, MOLDING, PAINT, DECALS, GLASS, LAMPS, LENSES OR SEATS.
13. FOR PLASTIC OR RUBBER PARTS
14. FOR ANY PART OR COMPONENT WHICH COMES IN CONTACT WITH THE GROUND, CROP OR ANY OTHER OPERATING MEDIA, INCLUDING, BUT NOT LIMITED TO, BLADES, ROLLERS, CHAINS, SPRINGS, AUGERS, IMPELLERS, BUCKETS, TRACKS, WHEELS OR TIRES.
15. FOR SHOP SUPPLIES; INCLUDING, BUT NOT LIMITED TO, LUBRICANTS, SOLVENTS, ENVIRONMENTAL AND FREIGHT OR STORAGE CHARGES.
16. FOR THE COST OF ANY FEDERAL, STATE OR LOCAL TAX.
17. FOR ANY REPAIRS PERFORMED OUTSIDE THE U.S. OR CANADA.
18. FOR STRUCTURAL PARTS, INCLUDING, BUT NOT LIMITED TO, FRAMES, BOOMS, BUCKETS, BLADES OR SUPPORTS.
19. FOR ANY BREAKDOWN OCCURRING WHILE THE HOUR METER IS INOPERATIVE, OR IF THE HOUR METER HAS BEEN TAMPERED WITH.
20. FOR ANY CLAIM SUBMITTED FOR WHICH AUTHORIZATION HAS NOT BEEN OBTAINED FROM US PRIOR TO COMPLETION OF THE REPAIR.

## YOUR RESPONSIBILITIES:

In order to keep this Contract in force during its term, the covered equipment must be serviced as recommended by the manufacturer. YOU must retain receipts for services performed, if service is done by a servicer; or, for materials purchased to perform recommended service if done by YOU. YOU agree to furnish a copy of said receipts should WE request them.

## IN THE EVENT OF A MECHANICAL BREAKDOWN, YOU MUST:

1. Use all reasonable means to protect the equipment from further damage;
2. Return the equipment to the Selling Dealer. If Selling Dealer is not available, contact the Administrator (800) 663-4505 for assistance;
3. Provide receipts for services performed or materials purchased for routine maintenance as required by the equipment manufacturer to US;
4. Allow US to inspect the covered equipment if deemed necessary;
5. Pay Repair Facility for any non-covered repair charges and/or any applicable deductible.

**LIMITS OF LIABILITY:** Coverage provided by this Service Contract is subject to the following limits: **New Equipment:** The total cost for any single repair shall be limited to a maximum of 20% of the Machine Purchase Price; the total of all repairs over the term of this contract is limited to 50% of the Machine Purchase Price indicated on this contract. **Used Equipment:** The total cost for any single repair shall be limited to a maximum of 10% of the Machine Purchase Price; the total of all repairs over the term of this contract is limited to 30% of the Machine Purchase Price indicated on this contract.

**CANCELLATION PROVISION:** This Contract may be cancelled by YOU upon giving written notice to US indicating when the cancellation is to be effective. In the event of cancellation, WE will refund the unearned Contract price calculated on a Pro-Rated method reflecting the days in force, less any prior claim payments, unless otherwise prohibited by law. If no claim has been paid under the terms of the Service Contract, the full price will be refunded, provided written notice is received by US no later than 30 days from the purchase of the equipment. A \$30 cancellation-processing fee will be deducted from all refunds unless otherwise prohibited by law. If the equipment described and this Service Contract have been financed through a lender and YOU default in the repayment obligation to that lender, WE reserve the right to either cancel this Service Contract or transfer the rights under this Service Contract to that lender. In the event of cancellation, the lender shall be entitled to all resulting refunds. If a lien is outstanding against the described equipment, any refunds will be made payable to the Lien holder.

**TRANSFER PROVISION:** This Service Contract applies only to YOU and the equipment described. This Service Contract may be transferred to the new equipment owner in the event of sale of the equipment while this Service Contract is still in force. The Transfer of this Service Contract will be allowed only upon receipt within 30 days of change of ownership of the equipment, a completed Application for Transfer, the original Service Contract, proof of required maintenance as indicated above, a copy of the bill of sale and a \$30.00 transfer fee.

## GUARANTEE:

This Service Contract is not an insurance policy. WE have obtained an insurance policy to ensure Our performance under this Service Contract. Should WE fail to pay any claim within sixty (60) days after a final invoice has been submitted, or in the event You cancel this Service Contract and We fail to refund the unearned portion of the Contract, YOU are entitled to make a direct claim against the insurance company, **Wesco Insurance Company**, 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. **NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

If YOU need assistance or information concerning your Contract, please contact US at:

## FAIL-SAFE Product Protection

P.O. Box 15163  
Lenexa, Kansas 66285  
Toll Free: (800) 663-4505  
Claims Fax: (816) 931-2548  
Email: [claims@fspp.com](mailto:claims@fspp.com)