



**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

Quotation

708EC001

1

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

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	F.O.B.	FREIGHT TERMS
07/23/2007	Net 30	OUR TRUCK	Buckhannon	Prepaid
BIDDING DATE:	09/05/2007	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	1	EA		020-66	See Attached	See Attached
<p>2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS <i>Alternate Bid - We are bidding a John Deere tractor and McTrim mowers</i> OPEN END CONTRACT</p> <p>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.</p> <p>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.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON 8/13/07.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

FILE: *Boyer* FEN: 55-054-7175 ADDRESS CHANGES TO BE NOTED ABOVE

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



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Request for
Quotation

708EC001

2

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

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SUBJECT

TYPE NAME ADDRESS
 Middletown Tractor Sales
 2032 Fairmont Avenue
 Fairmont, WV 26554

YES

SHIP TO

DIVISION OF HIGHWAYS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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ENDING DATE: 09/05/2007		BID OPENING TIME 01:30PM		

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<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		TELEPHONE	DATE
SIGNATURE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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Middletown Tractor Sales
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STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

REV. 9/98
 EXHIBIT 6

PRICE ADJUSTMENT PROVISION:
 THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		

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<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>						

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SIGNATURE: *J. H. Boyer* TELEPHONE: DATE: ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR PREFERENCE CERTIFICATE

CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).

A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.

B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<i>[Signature]</i>		
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<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 & 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>						

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SIGNATURE: *[Signature]* TELEPHONE: DATE: ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>MIDDLETOWN TRACTOR SALES</u></p> <p>DATE: <u>9-24-07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>[Signature]</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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07/23/2007				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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9

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Middletown Tractor Sales
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***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:

See attached

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[Signature]

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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	"	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

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) _____

We are providing a 3 yr. warranty on TRACTOR ONLY
Thru "Fail-Safe" Gold Protection - see ATTACHED.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

- ___X___ YES ___ NO
- X7.26.14 Cab unit has front and rear windshield wipers and washers ___X___ YES ___ NO
- X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided ___X___ YES ___ NO
- X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided ___X___ YES ___ NO
- X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact ___X___ YES ___ NO
- X7.27 PTO:
- X7.27.1 PTO RPM: ___540___
- X7.27.2 PTO can be engaged and disengaged on-the-go ___X___ YES ___ NO
- X7.28 Paint:
- X7.28.1 Tractor is painted manufacturers standard color ___X___ 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 ___X___ YES ___ NO

Manufacturer: Motrim Model: Boom Chopper

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

Describe:
See Addendum

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

Describe (include costs and conditions):

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 28 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: 22 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 4 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
- 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 1 1/2 inch diameter
- X8.5.3 Inner boom made of _____ inch x _____ inch _____ inch steel tubing
Minimum _____ lb/sq. inch yield strength SEE ADDENDUM
- 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 140 degrees forward
- X8.5.7 Boom reach up: 18'6"
- X8.5.8 Boom reach out: 21' from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down: 13'6" 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 A606 STEEL
- 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 4 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 160 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: MOTRIM Model: 5-B

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

Describe: SEE ATTACHED MANUFACTURERS WARRANTY STATEMENT

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

Describe (include costs and conditions):

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: 1/4 inch

X9.2.2.2 Reinforcing frame: 4 inch x 9 inch channel

X9.2.2.3 Side skirt: 3/8 inch thick

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

X9.2.2.5 Trash deflector: Chain, full length standard front and rear X YES NO

X9.3 Spindle:

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

X9.3.2 Spindle housing cast steel unibody X 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 1/8 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: MOTRIM Model: LMS-74 FLAIL

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

Describe: SEE ADDENDUM

Is a three (3) year bumper to bumper basic parts and labor warranty available YES X 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 5 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 1/4 inch bronze bushings X YES NO

X10.13 Is hydraulic motor commercial series with double tapered roller bearings for superior support to input shaft X YES 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: YES

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

708EC001

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
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*

SIGNATURE: *James A. Boyer* TELEPHONE: 304-366-4690 DATE: 9-24-07

TITLE: *President* FEIN: 55-054 7175 ADDRESS CHANGES TO BE NOTED ABOVE

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

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page: 5	Requisition No.: 708EC001

Requisition No.: 708EC001

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No.'s:

- No. 1 JMB
- No. 2 JMB
- No. 3 JMB
- No. 4 JMB
- No. 5 JMB

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

James A. Byers
Signature

M. Atherton Jantz & Co.
Company

9-24-2007
Date



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	FOB	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
0001	1	EA		020-66		
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.						
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						
<i>see pages 10-12</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James D. Boyer* TELEPHONE: 304-366-4690 DATE: 9-24-2007
 TITLE: *President* 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~~^{within} 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 120 calendar days after receipt of order

See Addendum #5.

5.0 AWARD CRITERIA:
FROM:

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
2nd 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

3rd 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: ONLY ON THE TRACTOR Thru "FAIL-SAFE" WITH
Gold Protection. see ATTACHED.

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: John Deere 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: John Deere 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:
2nd 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

 YES NO

Describe: See ATTACHED MANUFACTURERS WARRANTY

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED
BOOM MOWER:
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:

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

Describe: _____

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

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 YES ___ NO

9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):
2nd 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? 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? ___ YES NO

Describe: _____

X9.1.1 - NO CHANGE

Mower capable of mowing from 90 degrees up to 40 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 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 YES ___ NO

FROM:

X9.6.2 Tires are laminated ___ YES ___ NO

TO:

X9.6.2 Unit has laminated tires YES ___ NO

10.0 74 INCH SIDE FLAIL MOWER:
1st 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? YES NO
 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 side flail mower? YES X NO

Describe: _____

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

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

DATE PRINTED: 09/07/2007
 TERMS OF SALE: 09/26/2007
 SHIP VIA: _____
 F.O.B.: _____
 FREIGHT TERMS: _____
 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. 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: *James W. Jones* TELEPHONE: _____ DATE: 10/18/07
 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

S U P P L I E R

Middletown Tractor Sales
 2032 Fairmont Avenue
 Fairmont, WV 26554

S U P P L I E R

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
09/20/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
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 10/18/07
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
 1

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

*709043751 304-366-4690

MIDDLETOWN TRACTOR SALES
 2032 FAIRMONT AVE

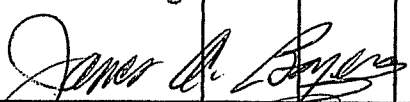
FAIRMONT WV 26554

MIDDLETOWN

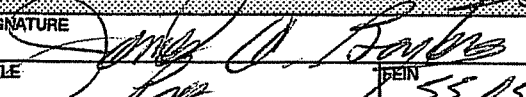
SHIP TO

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
10/05/2007	NET 30	OUR TRUCK	Destination	Pre Paid
ID OPENING DATE:	10/24/2007	BID OPENING TIME		01:30PM

LINE	QUANTITY	UQP	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						
001	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 	TELEPHONE 304-366-4690	DATE 10-18-07
LE	FAX 558547175	ADDRESS CHANGES TO BE NOTFD ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

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

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 ~~\$~~ \$ 88,500.00 per unit
 6-10 ~~\$~~ \$ 90,956.00 per unit
 11-20 ~~\$~~ \$ 90,956.00 per unit
 21 and over ~~\$~~ \$ 90,956.00 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 ~~\$~~ \$ 31,795.00 per unit
 6-10 ~~\$~~ \$ 33,549.00 per unit
 11-20 ~~\$~~ \$ 33,549.00 per unit
 21 and over ~~\$~~ \$ 33,549.00 per unit

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

Universal Mid Mounted Articulated Boom Mower Only:

1-5	\$ 34,410. ⁰⁰	per unit WITH hydraulics and controls
	\$ 20,546. ⁰⁰	per unit LESS hydraulics and controls
6-10	\$ 35,910. ⁰⁰	per unit WITH hydraulics and controls
	\$ 21,560. ⁰⁰	per unit LESS hydraulics and controls
11-20	\$ 35,910. ⁰⁰	per unit WITH hydraulics and controls
	\$ 21,560. ⁰⁰	per unit LESS hydraulics and controls
21 and over	\$ 35,910. ⁰⁰	per unit WITH hydraulics and controls
	\$ 21,560. ⁰⁰	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: \$ N/A per unit

Grass Rotary Mower Only:

1-5	\$ 33,310. ⁰⁰	per unit WITH hydraulics and controls
	\$ 17,550. ⁰⁰	per unit LESS hydraulics and controls
6-10	\$ 34,410. ⁰⁰	per unit WITH hydraulics and controls
	\$ 17,550. ⁰⁰	per unit LESS hydraulics and controls
11-20	\$ 34,410. ⁰⁰	per unit WITH hydraulics and controls
	\$ 17,550. ⁰⁰	per unit LESS hydraulics and controls
21 and over	\$ 34,410. ⁰⁰	per unit WITH hydraulics and controls
	\$ 17,550. ⁰⁰	per unit LESS hydraulics and controls

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

Side Flail Mower Only:

1-5 ~~\$~~ \$ 30,810.00 per unit WITH hydraulics and controls
~~\$~~ 17,460.00 per unit LESS hydraulics and controls
 6-10 ~~\$~~ \$ 31,910.00 per unit WITH hydraulics and controls
~~\$~~ 17,520.00 per unit LESS hydraulics and controls
 11-20 ~~\$~~ \$ 31,910.00 per unit WITH hydraulics and controls
~~\$~~ 17,520.00 per unit LESS hydraulics and controls
 21 and over ~~\$~~ \$ 31,910.00 per unit WITH hydraulics and controls
~~\$~~ 17,520.00 per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear
 items and misuse: \$ -N/A- 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 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 SALES

Authorized Signature: [Signature] Date: 10/19/07

**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. **FLOW 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.

LIMITED WARRANTY

MoTrim Incorporated hereby warrants each new MoTrim Mower sold by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good at its designated factory any part or parts thereof, including all equipment, except cutting knives, hose, ledger plates, rock guards, and rubber bushings supplied by it as standard or optional equipment, which shall, within twenty-four (24) months (Six months for commercial mowing contractors) after making delivery of such mower to the original purchaser, be returned to MoTrim Incorporated's designated factory with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective.

This warranty is expressly in lieu of all other warranties express or implied, and of all other obligations or liabilities on the part of MoTrim Incorporated which neither assumes or authorizes anyone else to assume for it any other obligation or liability, or to give any other warranty or make any other representation on its behalf in connection with the sale or use of MoTrim Mowers.

This warranty shall not apply to any MoTrim Mower which has been repaired or altered in any way so as, in the judgment of MoTrim Incorporated, to affect its stability or reliability, nor which has been subject to misuse, negligence or accident.

This warranty is void if any part is replaced with anything other than standard MoTrim replacement parts.

MoTrim Incorporated
240 Steubenville Ave
P.O. Box 850
Cambridge, Ohio 43725
740-439-2725

This warranty is void unless this section is completed at time of delivery and returned to the factory.

Mower Serial Number _____

Owner's Name _____

Address _____

Date of Delivery _____ Selling Dealer _____

Address _____

Signature of Dealer Representative _____

Signature of Owner _____

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

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 TAMPED 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, 6th 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

“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.

X10.11 (non-Mandatory) The cutter housing is not T-1 steel.

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.